EASEMENT AGREEMENT

THIS AGREEMENT dated this ____ day of _____, 2022, by and between the City of Council Bluffs, Iowa ("City") and Great Plains Communications ("Grantee"), is hereby entered into and binding as of the date last written below.

WHEREAS, City is the owner of generally located in the unimproved right-of-way of 24th Street and north of 23rd Avenue and legally described in Exhibit "A" attached hereto ("Property"); and

WHEREAS; Grantee seeks the benefit of an easement in order to utilize the Property to construct and maintain a telecommunications building; and

NOW, THEREFORE, the parties hereby agree as follows:

1. City hereby grants an easement for this Property to Grantee, their employees, agents, customers and invitees, for the construction and use of a telecommunications building.
2. Grantee shall attain any and all permits required by City prior to construction or improvements under this paragraph.
3. Grantee shall provide a certificate to provide proof of general liability insurance covering the Property in the amount of $2 million in a form approved by the City. City will be identified as an additional insured on said certificate.
4. Grantee shall be responsible for any and all maintenance required to keep the Property in compliance with all local, state and federal laws.
5. Such easement granted herein shall be subject to the following conditions:
    a. ERECTION OF STRUCTURES: Grantee shall construct and maintain a telecommunications building on this property contingent upon the City approving the design and the appearance of the structure.

b. CHANGE OF GRADE PROHIBITED: Grantee shall not change the grade, elevation or contour of any part of the Property without obtaining the prior written consent of the City Engineer.

c. RIGHT OF ACCESS: City shall have the right of access to the Property and have all right of ingress and egress reasonably necessary for the use of the Property. Grantee will be able to utilize 24th street right of away for ingress and egress to this parcel and the installation of transmission lines to the property so long as such use does not interfere with City utilities in the area as they currently exist or as they may be modified in the future.

d. REMOVAL AND REPLACEMENT: The cost of removal and replacement of any unauthorized improvement or structures within the Property, necessitated by the exercise of the rights under this easement, shall be borne by the Grantee, their successors or assigns.

e. SURFACE RESTORATION: City's liability to restore the surface within the Property shall be limited only to replacement of the storm sewer structure.

f. EASEMENT RUNS WITH LAND: This easement shall be deemed to run with the land and shall be binding on Grantee and on Grantee's successors and assigns so long as the Property is being actively maintained.

g. CITY'S RESERVATION: City reserves the right to use the Property for other purposes provided, however these purposes shall not interfere with Grantee's use of the Property under the rights of this Easement Agreement.

6. The initial term of this easement will be for ten (10) years and Grantee will pay to City an annual rental fee equal to $1,000.00 per year. The first payment of $1,000.00 is due within ten (10) business days of the date of this easement being granted, with all subsequent payments being due on anniversary of said date. Upon expiration of the initial term, there will be automatic five (5) year renewal terms, unless one of the parties serves the other party a written notice of termination within ninety (90) days prior to the expiration date.

_____	_____
Matt Walsh, Mayor City of Council Bluffs ("City")	Great Plains Communications ("Grantee")

State of _____,
County of _____, ss.

This record was acknowledged before me this_____ day of _____, 2022, by Matt Walsh.

_____
Notary Public

State of _____,
County of _____, ss.

This record was acknowledged before me this_____ day of _____, 2022, by _____.

_____
Notary Public