DELAWARE COUNTY IOWA
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DEBORAH L. PEYTON
DELAWARE CO RECORDER
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Prepared by Linda K. Tutton, 208 E. Main Street, Manchester, Iowa 319 927-3636

EASEMENT FOR STORM SEWER MAINTENANCE AND REPAIR

WHEREAS, David J. Heiar and Jane M. Heiar, hereinafter referred to as "Grantors", are owners of the property described below:

> Lot Three (3), original town of Manchester, Iowa, according to the recorded plat thereof; same being a part of the Southeast Quarter (SE 1/4) of the Southeast Quarter (SE 1/4) of Section Twenty-Nine (29), Township Eighty-Nine (89) North, Range Five (5) West of the Fifth Principal Meridian.

WHEREAS, the City of Manchester, Iowa, hereinafter referred to as "City", and Grantors are aware that a drainage way is located on the property of Grantors as shown on Exhibit A. A copy of which is attached hereto.

WHEREAS, the drainage way hereinafter referred to as "storm sewer" is in need of maintenance and repair; and

WHEREAS, no easement or other document appears of record concerning the location, construction or maintenance of said storm sewer; and

WHEREAS, maintenance and repair of the existing storm sewer shown on Exhibit A would benefit the Grantors and development of property in the City.

IN CONSIDERATION for a sum of one dollar ($1.00) and other valuable consideration, receipt of which is hereby acknowledged, Grantors do hereby grant, bargain, sell and convey to the City, its successors and assigns, the perpetual right and easement to enter upon, over, along, under and across the following described premises:

> A strip of land fifteen feet (15.0') in width, the centerline of which is described as commencing at the Northeast corner of Lot 3 of the City of Manchester, Iowa, thence along the North line of said Lot 3 South 89°-57'-29" West 44.68 feet to the Point of Beginning, thence South 22°-12'-44" East 2.14 feet, thence South 31°-21'-24" East 84.43 feet to the East line of said Lot 3 as shown on attached Exhibit A;

together with the right of ingress and egress over the adjacent land of Grantors, their successors and assigns, for purposes of repair, maintenance, and/or replacement of the storm sewer shown on Exhibit A at the sole discretion of the City.

Grantors and the City of Manchester, Iowa, further covenant and agree as follows:

1. Grantors shall not construct or replace any buildings, obstructions or other improvements upon or under the property covered by this agreement which would interfere with maintenance and/or repair or function of said storm sewer. Subject to Manchester City Code, and subject to the right of the City to remove obstructions which interfere with maintenance and repair of the "storm sewer", Grantor shall have the right to place a fence on the above-described property.

2. This easement and the rights described herein shall be binding upon the Grantors, their successors and assigns, and shall be perpetual, running with the land.

3. The City shall not be responsible or otherwise liable to Grantors for damages arising out of the design or construction of said storm sewer.

4. City shall not be responsible for any damage to Grantors' property or structures located on their property resulting from the existing storm sewer or its current state of repair.

5. The City shall have no affirmative obligation to Grantors to repair, replace or reconstruct the storm sewer or to restore it in its current design or condition.

6. Prior to City's performing any repair or maintenance on the storm sewer which disturbs the surface of any Grantor's property, the City shall consult with the affected property owner to determine how such action can be taken to minimize damage to Grantor's property.

7. Action taken by the City concerning maintenance, repair, reconstruction, modification or similar action relating to the storm sewer shall be at its sole discretion.

8. A structure located on the easement property described on exhibit A shall not be enlarged or altered in a way contrary to the terms of this agreement. In the event a structure located on the easement described in Exhibit A is destroyed by any means to an extent of 60 percent or more of its fair market value at the time of destruction, as set by the County Assessor, it shall not be reconstructed.

David J. Heiar

David J. Heiar, Grantor

Jane M. Heiar

Jane M. Heiar, Grantor

STATE OF IOWA, COUNTY OF DELAWARE, SS:

On this 13 day of August, 1998, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared David J. Heiar and Jane M. Heiar, to me known to be the identical persons named in and who executed the foregoing instrument and acknowledged that they executed the same as their voluntary act and deed.

Linda K. Tutton

Notary Public in and for the
State of Iowa

LINDA K. TUTTON

CITY OF MANCHESTER, IOWA

BY: Milt L. Kramer

Milt L. Kramer, Mayor

BY: Karen K. Cole

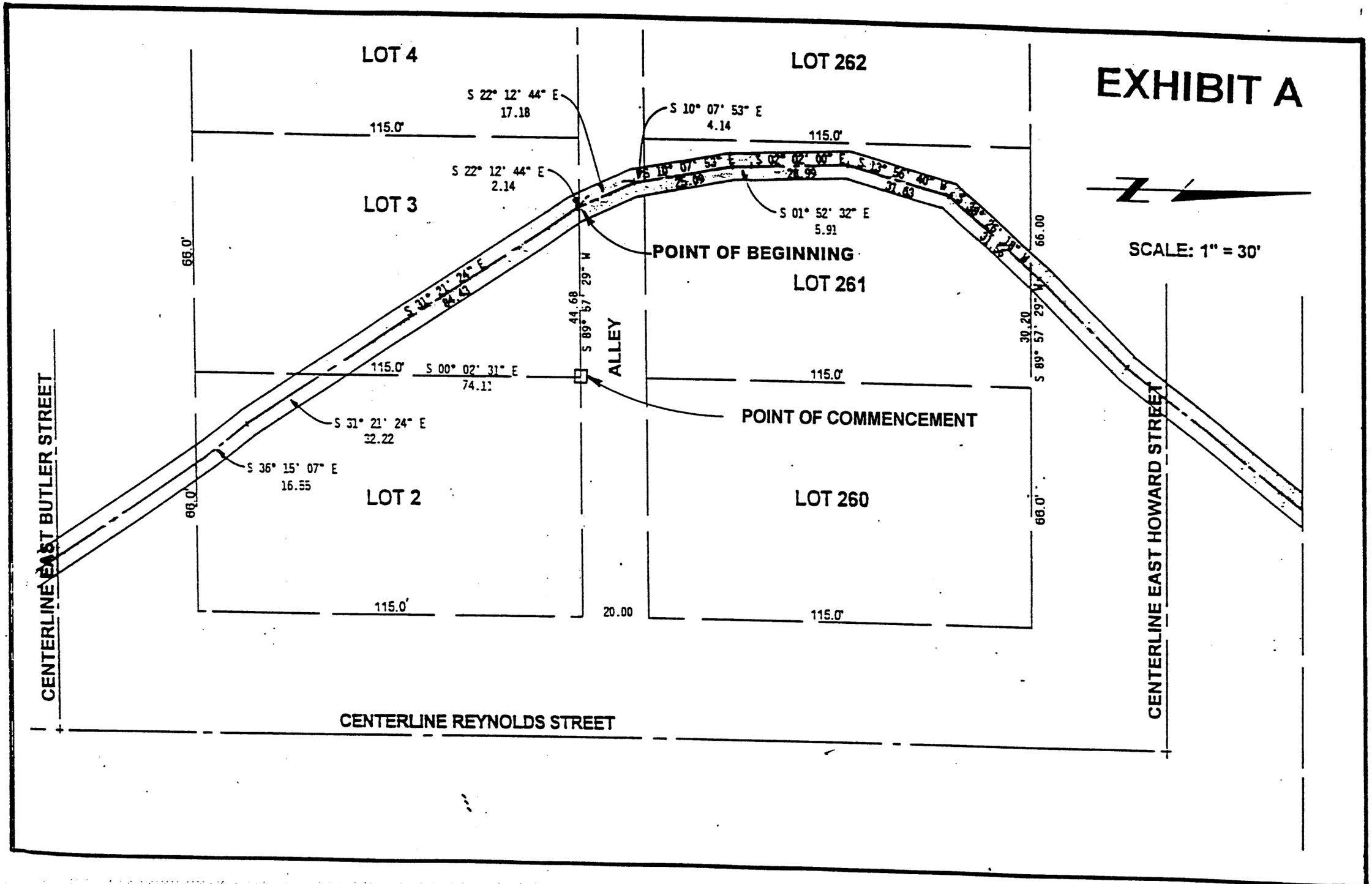
Karen K. Cole, City Clerk

STATE OF IOWA)
) SS:
COUNTY OF DELAWARE)

On this 24th day of August, 1998, before me, Linda K. Tutton, a Notary Public in and for the State of Iowa, personally appeared Milt L. Kramer and Karen K. Cole, to me personally known, and who, being by me duly sworn, did say that they are the Mayor and City Clerk, respectively, of the City of Manchester, Iowa; that the seal affixed to the foregoing instrument is the corporate seal of the corporation, and that the instrument was signed and sealed on behalf of the corporation, by authority of its City Council as contained in Resolution R228 -98 passed by the City Council of the City of Manchester, Iowa on the 17th day of August, 1998, and that Milt L. Kramer and Karen K. Cole acknowledged the execution of the instrument to be their voluntary act and deed and the voluntary act and deed of the corporation, by it voluntarily executed.

Linda K. Tutton

Linda K. Tutton, Notary Public
My commission expires 8-29-99



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