City of Manchester

DELAWARE COUNTY IOWA
FILED
1999 DE -9 PM 1:11
BOOK 199 PAGE 428
DEBORAH L. PEYTON
DELAWARE CO. RECORDER
11.00

Preparer: James T. Peters, P.O. Box 774, Independence, IA 50644 (319)334-9992

SEWER ASSESSMENT AGREEMENT

The UNDERSIGNED **William W. Scanlan and Donna L. Scanlan**, (hereinafter referred to as "property owner), and the City of Manchester, Iowa hereby covenant and agree as follows:

1. Property owner is the fee titleholder to the following described premises at 123 E. Acers Street:

   That part of Orchard Lot described as commencing at a point three hundred nineteen (319.0) feet East of the Northwest corner of said Orchard Lot, thence East one hundred ten (110.0) feet, thence South three hundred fifteen (315.0) feet, thence West one hundred ten (110.0) feet, thence North three hundred fifteen (315.0) feet to the point of beginning, in Henry Acers' Addition to Manchester, Iowa, according to plat recorded in Book 1 Plats, Page 1.

2. The Manchester City Code (Section 95.04) requires all homes to be conntected to a public sanitary sewer system when said system is within one hundred feet of the property line of such owner and is of such design as to receive and convey sewage by gravity flow.

3. Manchester City Code (Section 96.01) requires a connection fee when sanitary sewer system is stubbed into a property.

4. That in 1999, the City of Manchester, Iowa, provided for the construction of sanitary sewer service to serve the above-referenced property.

5. That based upon the unique circumstances involving the above-described property and its current stage of development, the parties have determined that is appropriate to delay assessment of costs for extending sewer service to the property until such time as the existing septic system requires major repairs, but no later than ten (10) years from the date of this agreement.

6. Upon the need for major repairs to the septic system, or ten (10) years from the date of this agreement, the above-referenced property shall be assessed for costs of extension of sewer service to the lot based upon city ordinances or policies in effect at the time of assessment of such costs.

7. The property owner consents to an assessment of such costs to the property pursuant to City ordinances and policies existing at the time the assessment becomes effective.

8. The parties agree and understand that future prices, costs, and policies for allocation of costs and expenses for extension of sewer service may likely be greater than current construction costs.

9. This Agreement shall be recorded in the Office of the Delaware County Recorder at the expense of the City.

William W. Scanlan

Donna L. Scanlan

William W. Scanlan and Donna L. Scanlan

STATE OF IOWA, COUNTY OF DELAWARE, SS:

On this 15th day of November, 1999, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared William W Scanlan and Donna L Scanlan to me known to be the identical person named in and who executed the foregoing instrument and acknowledged that he executed the same as his voluntary act and deed.

NOTARIAL SEAL IOWA
LINDA M. BURKLE
MY COMMISSION EXPIRES
12-14-99

Linda M Burkle
Notary Public in and for the State of Iowa

CITY OF MANCHESTER IOWA SEAL

CITY OF MANCHESTER, IOWA

BY: Milt L. Kramer
Milt L. Kramer, Mayor

BY: Karen K. Cole
Karen K. Cole, City Clerk

STATE OF IOWA, COUNTY OF DELAWARE, SS:

On this 9th day of December, 1999, before me, the undersigned, 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 R-121-99 passed (the Resolution adopted) by the City council, uner roll Call No. _____ of the City council on the 6th day of December, 1999, 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.

Julie A Swanson
Notary Public in and for the State of Iowa
Julie A. Swanson (#224151)
Term expires 8-23-2002