City of Manchester

Book 2005 Page 1721
Document 2005 1721 Type 03 006 Pages 3
Date 5/18/2005 Time 11:19 AM
Rec Amt $17.00

DEBORAH L. PEYTON, RECORDER/REGISTRAR
DELAWARE COUNTY IOWA

Prepared by Gibbs Engineering & Surveying, 105 West Main St., Manchester, IA 52057, 563-927-2434

STORM SEWER EASEMENT

This Agreement, made of this 14th day of March, 2005, by and between Riverland Development Corporation, Party of the first Part; and the CITY OF MANCHESTER, IOWA, an Iowa Municipal Corporation, Party of the Second Part;

WITNESSETH:

That the Party of the First Part, in consideration of the sum of One Dollar ($1.00) and other valuable consideration, receipt of which is hereby acknowledged, does hereby grant, bargain, sell and convey to the Party of the Second Part, its successors and assigns, the permanent right and easement to enter upon, erect, construct, install and lay, and thereafter use, operate, inspect, repair, maintain, replace and remove a storm sewer and appurtenances upon, over and along, under and across, the following described real estate situated in Delaware County, Iowa, together with the right of ingress and egress over the adjacent lands of the Grantor, their successors and assigns for the purpose of this easement:

THE PEMANENT EASEMENT, containing 0.06 acres, (See attached Exhibit A) shall be fifteen (15) feet in width, along and adjacent to the northerly line of Lot 15 of Tanglewood Subdivision – Plat No. 2, as recorded in Book 5 of Plats, Page 116 in the Office of the Delaware County Recorder.

The Grantee shall restore the area in the permanent and temporary construction easement areas to a condition similar to the conditions prior to construction, reconstruction or repair. Restoration shall include repair of tile lines, replacement of topsoil over excavations, and re-grading.

The Grantees shall have the right of ingress and egress to and from said land to survey, erect, construct, maintain, inspect, rebuild, and repair said storm sewer together with the right to replace, renew and relocate upon, over and under its right of way, said utilities, or parts thereof, and any appurtenances thereto and the right to remove any and all of said sanitary sewer, lines or appurtenances.

The Party of the Second Part agrees to maintain said storm sewer at a depth so as not to interfere with the Part of the First Part use and enjoyment of said property and to repair and re-grade the area involved with the installation and/or maintenance of said storm sewer to its preexisting condition.

The Party of the First Part agrees to erect no buildings, obstructions or other improvements upon or under the property covered by said easement, which would interfere with the construction, reconstruction or maintenance of said storm sewer without first obtaining permission from the Party of the First Part.

This Agreement and rights herein described shall be binding upon the Grantor, its successors and assigns. This easement shall be perpetual and run with the land.

In Witness Whereof we here unto sign our names the day and year last above written.

CITY OF MANCHESTER, IOWA

By Milt L. Kramer
Milt L. Kramer, Mayor

Erin Rempe, City Clerk

GRANTOR – RIVERLAND DEVELOPMENT CORPORATION

By Burnell A Lynch
Burnell A. Lynch, President, Secretary, Treasurer

State of Iowa)
)
County of Delaware) Ss:

On this 7th day of March, 2005, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Burnell A. Lynch to me personally known, who being duly sworn, did say that he is the president, secretary, and treasurer respectively, of the Riverland Development Corporation. executing the within and foregoing instrument to which this is attached, that ~~(no seal has been procured by *) (the seal affixed hereto is the seal of the)~~ Riverland Development Corporation, that said instrument was signed (and sealed) on behalf of the Riverland Development Corporation by authority of its Board of Directors; and that Burnell A. Lynch as officer acknowledged the execution of the foregoing instrument to be the voluntary act and deed of the Riverland Development Corporation, by it and by them voluntarily executed.

Donna M. Kunde
Notary Public in and for said State

DONNA M. KUNDE
Commission Number 175597
My Commission Expires
3-16-06

STATE OF IOWA)
) SS.
COUNTY OF DELAWARE)

On this 16th day of May, 2005, before me, Laura K. Thomas, a Notary Public in and for the State of Iowa, personally appeared Milt L. Kramer and Erin Rempe, 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 the authority of its City Council, as contained in Resolution Number R-036 2005 adopted by the City Council on the 14th day of March, 2005, and that Milt L. Kramer and Erin Rempe acknowledge 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.

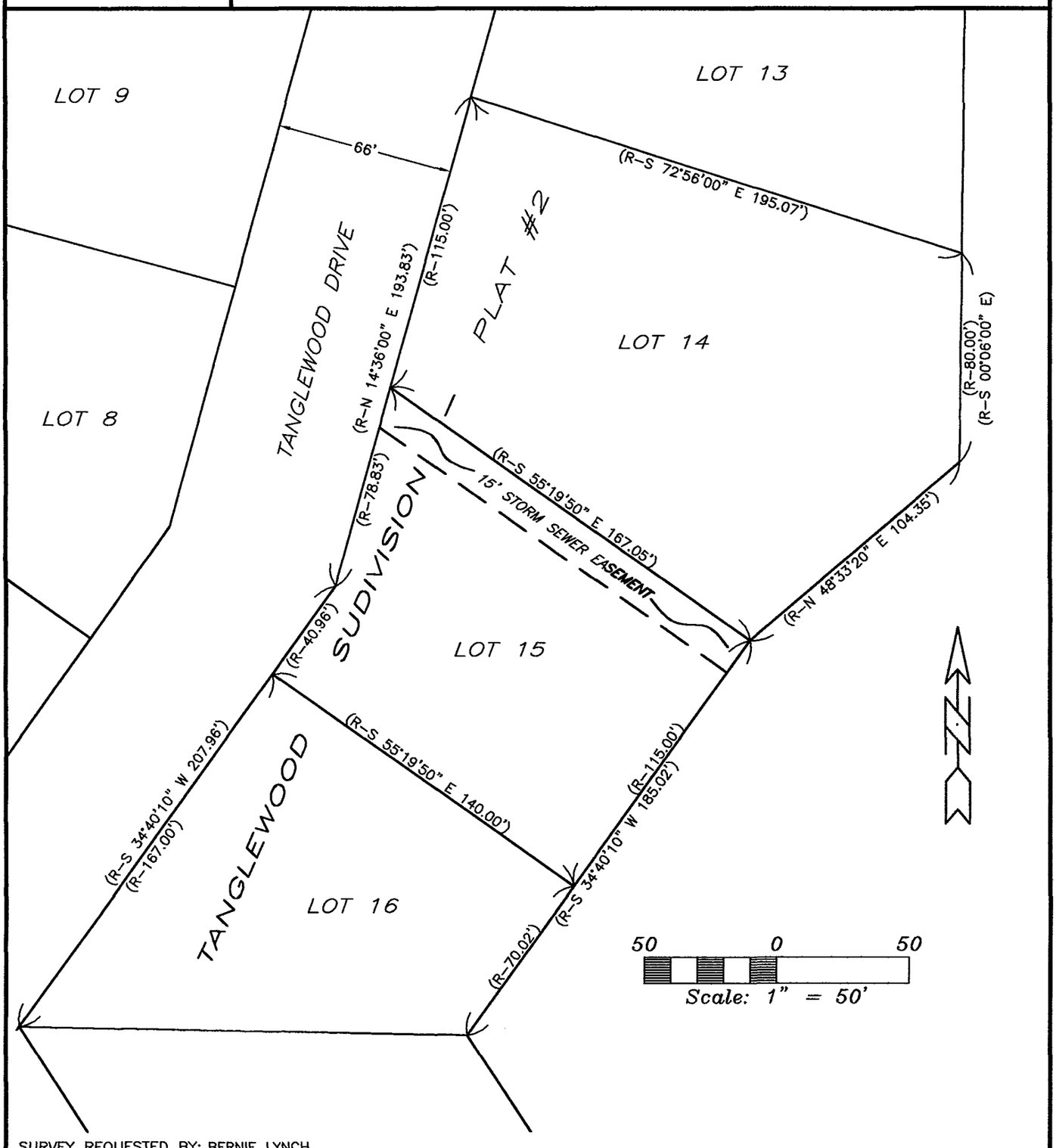
Laura K. Thomas
Notary Public in and for said State

LAURA K. THOMAS
Commission Number 716135
My Commission Expires
8-26-05

PREPARED BY: J DAVID GIBBS; 105 W. MAIN ST., MANCHESTER, IA 52057 563-927-2434

EXHIBIT

EXHIBIT A
15' EASEMENT FOR STORM SEWER
LOT 15, TANGLEWOOD SUBDIVISION – PLAT #2



SURVEY REQUESTED BY: BERNIE LYNCH

PROPRIETORS: *RIVERLAND DEVELOPMENT CORPORATION*

I HEREBY CERTIFY THAT THIS LAND SURVEYING DOCUMENT WAS PREPARED AND THE RELATED SURVEY WORK WAS PERFORMED BY ME OR UNDER MY DIRECT PERSONAL SUPERVISION AND THAT I AM A DULY LICENSED LAND SURVEYOR UNDER THE LAWS OF THE STATE OF IOWA.

J. DAVID GIBBS, P.E., L.S. LIC. #8419 DATE

MY LICENSE RENEWAL DATE IS DECEMBER 31, 2006

GIBBS ENGINEERING & SURVEYING
105 WEST MAIN STREET
MANCHESTER, IA 52057

PAGES OR SHEETS COVERED BY THIS SEAL: 1–3

PROJECT NO. 01–36
SCALE: 1"=50'
DATE: 1/19/2005
DRAWN BY: RLR
CHECKED BY: JDG
FIELD BK: D.L.
REVISED
SHEET 3 OF 3