City of Manchester

Book 2008 Page 2208
Document 2008 2208 Type 03 006 Pages 4
Date 7/15/2008 Time 2:55:08PM
Rec Amt $22.00

DEBORAH L PEYTON, RECORDER/REGISTRAR
DELAWARE COUNTY IOWA

Prepared By /Return To: J. David Gibbs, P.L.S., 105 W. Main St., Manchester, IA 52057
Grantors: See below. Grantees: See below. Legal Description: See below
Documents or Instrument No. of Previously recorded document: 2005-1690 .

DRAINAGE EASEMENT

This Agreement, made of this 27th day of May, 2008, by and between **Kehrli Homestead, L.L.C.** *(c/o Elma M. Schiel, 2111 Burnett Ave., Ames, IA 50010)*, Party of the first Part (Grantor); and the **CITY OF MANCHESTER, IOWA, an Iowa Municipal Corporation**, Party of the Second Part (Grantee);

WITNESSETH:

That the Party of the First Part, in consideration of the sum of One Dollar ($1.00) and other valuable consideration, receipt is hereby acknowledged, does hereby grant, bargain, sell and convey to the Party of the Second Part, its successors and assigns, the perpetual right and easement to enter upon, erect, construct, install and lay, and thereafter use, operate, inspect, repair, maintain, replace and remove storm water drainage facilities and appurtenances upon, over and along, under and across, the following described real estate situated in Delaware County, Iowa:

> ***Lot A of KEHRLI'S FARMSTEAD, A Subdivision of Part of the SE1/4 of the SW1/4 and Part of the SW1/4 of the SW1/4, Except Parcel 1, Section 30, Township 89 North, Range 5 West of the Fifth P.M., City of Manchester, Delaware County, Iowa. (Parcel I.D. No. 641304000540)***

THE PERMANENT DRAINAGE EASEMENT (0.06 acres) (See attached Exhibit A) shall be 100 feet in width centered on the following described line:

> **COMMENCING** at the Northeast Corner of the Southeast Quarter (SE ¼) of the Southwest Quarter (SW ¼) of Section Thirty (30), Township Eighty-nine North (T89N), Range Five West (R5W) of the Fifth Principal Meridian, Delaware County, Iowa, being the Northeast Corner of Lot A of Kehrli's Farmstead, as recorded in Book 2004, Page 1913;
>
> **THENCE** along the Easterly Line of the Southeast Quarter (SE ¼) of the Southwest Quarter (SW ¼) of said Section Thirty (30), and the Easterly Line of Lot A of said Kehrli's Farmstead, South 00° 56' 20" West, 255.32 feet to the **POINT OF BEGINNING**;
>
> THENCE North 89° 16' 04" West, 60.0 feet to the **POINT OF TERMINATION**

A temporary construction easement (1.94 acres), see Exhibit A, shall be described by metes and bounds as follows:

> **COMMENCING** at the Northeast Corner of the Southeast Quarter (SE ¼) of the Southwest Quarter (SW ¼) of Section Thirty (30), Township Eighty-nine North (T89N), Range Five West (R5W) of the Fifth Principal Meridian, Delaware County, Iowa, being the Northeast Corner of Lot A of Kehrli's Farmstead, as recorded in Book 2004, Page 1913;
>
> **THENCE** along the Easterly Line of the Southeast Quarter (SE ¼) of the Southwest Quarter (SW ¼) of said Section Thirty (30), and the Easterly Line of Lot A of said

Kehrli's Farmstead, South 00° 56' 20" West, 75.32 feet to the **POINT OF BEGINNING**;

THENCE continuing along the Easterly Line of the Southeast Quarter (SE ¼) of the Southwest Quarter (SW ¼) of said Section Thirty (30), and the Easterly Line of Lot A of said Kehrli's Farmstead, South 00° 56' 20" West, 330.00 feet;

THENCE North 89° 03' 40" West, 100.00 feet;

THENCE North 68° 44' 47" West, 249.72 feet;

THENCE North 17° 23' 22" West, 100.00 feet;

THENCE North 45° 24' 15" East, 207.91 feet;

THENCE South 89° 03' 40" East, 220.00 feet to the **POINT OF BEGINNING**

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 replacement of topsoil over excavations, regrading and tile line repair.

The Grantor agrees to erect no buildings, obstructions or other improvements upon or under the property covered by this permanent drainage easement, which would interfere with the construction, reconstruction or maintenance of said storm water facilities and appurtenances,

Placement of fill in the approximate flood plain area shall be in accordance with flood plain regulations.

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

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

CITY OF MANCHESTER, IOWA

By Milt L. Kramer
Milt Kramer, Mayor

Erin Rempe, City Clerk

Kehrli Homestead, L.L.C.
GRANTOR

By Larry Kehrli
Larry Kehrli, President

Elma Kehrli Schiel
Elma Kehrli Schiel, Secretary/Treasurer

State of Iowa)
)
County of Delaware) Ss:

On this 6th day of May, 2008, before me, a Notary Public in and for the said State, personally appeared Larry Kehrli and Elma Kehrli Schiel, to me personally known, who being by me duly sworn did say that they are the President and Secretary/Treasurer, respectively, of said limited liability company, that ~~(the seal affixed to said instrument is the seal of said)~~ (no seal has been procured by the said) limited liability company and that said instrument was signed ~~(and sealed)~~ on behalf of the said limited liability company by authority of its managers and the said Larry Kehrli and Elma Kehrli Schiel acknowledged the execution of said instrument to be the voluntary act and deed of said limited liability company by it voluntarily executed.

Donna M. Kuncl
Notary Public in and for said State

DONNA M. [illegible]
Commission Number [illegible]
My Commission Expires
8-16-09

STATE OF IOWA)
) SS.
COUNTY OF DELAWARE)

On this 12 day of June, 2008, before me, Julie A. Schmitz, a Notary Public in and for the State of Iowa, personally appeared Milt 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-110-2008 adopted by the City Council on the 27 day of May, 2008, and that Milt 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.

Julie A. Schmitz
, Notary Public.
My Commission Expires

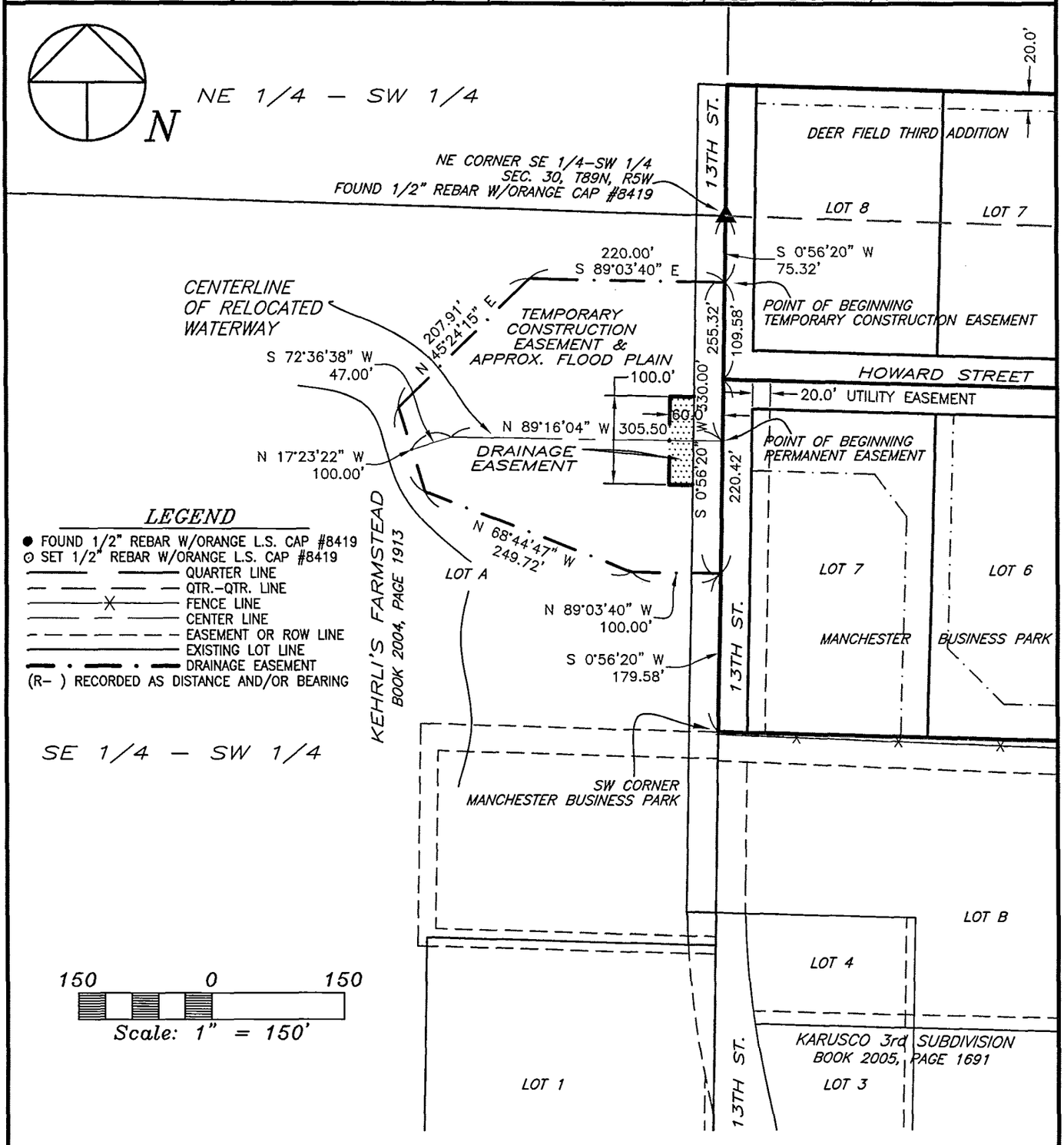
JULIE A. SCHMITZ
Commission Number 224151
My Commission Expires
8-23-08

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

EASEMENT EXHIBIT A

DRAINAGE EASEMENT
TEMPORARY CONSTRUCTION EASEMENT

BOTH A PART OF LOT A OF KEHRLI'S FARMSTEAD
SEC. 30, T89N, R5W OF THE FIFTH P.M., DELAWARE COUNTY, IOWA



SURVEY REQUESTED BY: CITY OF MANCHESTER

SURVEYED ON:

PROPRIETORS: KEHRLI HOMESTEAD, L.L.C.

PROJECT NO. 07-72

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 5/27/08

MY LICENSE RENEWAL DATE IS DECEMBER 31, 2008

LICENSED LAND SURVEYOR J. DAVID GIBBS 8419 IOWA

PAGES OR SHEETS COVERED BY THIS SEAL: 4

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

SCALE: 1"=150'
DATE: 2/6/2008
DRAWN BY: RLR
CHECKED BY: JDG
GPS: MANCHESTER
REVISED 4/09/2008
SHEET 4 OF 4