Recorded: 1/7/2015 at 12:26:26.0 PM
Fee Amount: $32.00
Revenue Tax:
Delaware County, Iowa
DEBORAH PEYTON, RECORDER
BK: 2015 PG: 43

Prepared by: Mark A. Roeder, 119 E. Main St, Manchester, IA 52057-1736, Ph: 563-927-2782
Return to: Ryan M. Wicks, P.E., Fehr Graham, 1919 210th St., Manchester, IA 52057 Ph: 563-927-2060

EASEMENT FOR SANITARY SEWER RIGHT-OF-WAY

KNOW ALL PERSONS BY THESE PRESENTS:

Mitchell John Peyton and Angela Marie Peyton, Husband and Wife, as Joint tenants with Full Rights of Survivorship and Not as Tenants in Common (hereinafter called "Grantors") in consideration of the sum of $1.00, to be paid by the City of Manchester and other good and valuable consideration as part of the terms and conditions herein, and upon final approval and acceptance of this Easement by the City of Manchester Grantors, do hereby convey unto the City of Manchester, a municipal corporation, (hereinafter called "Jurisdiction") a perpetual Easement for Sanitary Sewer Right-of-Way under, over, through and across the following described real estate:

> That part of the Northwest Quarter (NW ¼) of the Southeast Quarter (SE ¼) of Section Twenty Nine (29), Township Eighty Nine (89) North, Range Five (5) West of the Fifth P.M. and Lot Ten (10) of Railroad Addition to Manchester, Iowa described as commencing at a point on the West line of Lot Twenty Nine (29) of Burrington's Addition to Manchester, Iowa, that is three hundred (300) feet North of the Southwest corner of Lot Twenty Seven (27) of said Burrington's Addition, and running thence North one Hundred forty five (145) feet to the Northwest corner of said Lot Twenty Nine (29) of Burrington's Addition, thence West nineteen (19) rods, thence South one hundred forty five (145) feet to a point due West of the point of beginning, thence East nineteen (19) rods to the point of beginning. As recorded in a Warranty Deed in Book 2005, Page 789, on file in the Delaware County Recorder's Office in Manchester, Iowa.

The above-described property is hereafter referred to as the "subject property." The easement area is more particularly described as:

> Sanitary Sewer Easement No. 3, being a 30 foot wide strip of land located in the Northwest Quarter of the Southeast Quarter of Section 29, Township 89 North, Range 5 West of the 5th P.M., City of Manchester, Delaware County, Iowa, and more particularly described as follows:
> Commencing at the Southwest Corner of Lot 27 of Burrington's Addition to said City;

Thence North 01°01'20" West, 300.0 feet along the West Line of said Burrington's Addition;

Thence South 88°31'49" West (Assumed Bearing), 179.29 feet along the South Line of a Parcel of Land as described in a Warranty Deed recorded in Book 2005, Page 789 on file at the Delaware County Recorder's office in Manchester, Iowa, to the Centerline of said Easement, being 15 feet on each side of the Sanitary Sewer Alignment as constructed, with the South Line of said Easement being coincident with the South Line of said Parcel, and the Point of Beginning;

Thence North 24°37'29" East, 39.40 feet along said Centerline to the center of a Sanitary Sewer Manhole;

Thence North 09°32'43" East, 113.64 feet along said Centerline to the North Line of said Parcel, with the North Line of said Easement being coincident with the North Line of said Parcel;

Subject to other easements of record.

Note: The Lines of said Easement are being extended or shortened to meet at angle points.

(see Exhibit A attached);

(hereinafter called "Easement Area") for the purpose of the Jurisdiction constructing, reconstructing, repairing, enlarging and maintaining a sanitary sewer, together with necessary appurtenances thereto, under, over, through and across said Easement Area.

The grant of this Easement shall be subject to the following terms and conditions:

1. ERECTION OF STRUCTURES PROHIBITED. Grantors shall not erect any structure over or within the Easement Area without obtaining the prior written approval of the Jurisdictional Engineer.

2. GRANTORS' CONTINUED RIGHT OF ENJOYMENT: Grantors shall have the right to the full use and enjoyment of the Easement Area for any purpose not interfering with the purpose for which this easement is granted.

3. CHANGE OF GRADE PROHIBITED. Grantors shall not change the grade, elevation or contour of any part of the Easement Area without obtaining the prior written consent of the Jurisdictional Engineer.

4. LIMITED EASEMENT: All use of the Easement shall be directly related for the sole purpose of reconstructing, repairing, enlarging and maintaining a sanitary sewer, together with necessary appurtenances thereto, under, over, through and across said Easement Area.

5. RIGHT OF ACCESS. The Jurisdiction shall have the right of access to the Easement Area and have all rights of ingress and egress reasonably necessary for the use and enjoyment of the Easement Area as herein described, including but not limited to, the right to remove any

unauthorized obstructions or structures placed or erected on the Easement Area. If a line should break or require maintenance, the Jurisdiction shall restore the Easement Area and any property damaged by a break or required maintenance, to its condition as nearly as possible, as before the break or maintenance, or pay damages incurred by Grantors directly caused by a break, or directly caused by work in the Easement Area.

6. LIMITED ACCESS. Access to the easement area shall be limited to the jurisdiction's employees, agents, and contractors for the purposes described. Access to the subject property shall not be allowed to the general public for a bikeway, walkway, sidewalk, or other recreational purpose without consent of the Grantors, their successors, or assigns.

7. EASEMENT RUNS WITH LAND. This Easement shall be deemed to run with the land and shall be binding on Grantors and on Grantors' successors and assigns.

8. APPROVAL BY THE JURISDICTION. This Easement shall not be binding until it has received the final approval and acceptance by the Jurisdiction.

Grantors do HEREBY COVENANT with the Jurisdiction that Grantors hold said real estate described in this Easement by title in fee simple; that Grantors have good and lawful authority to convey the same; and said Grantors covenant to WARRANT AND DEFEND the said premises against the lawful claims of all persons whomsoever.

Each of the undersigned hereby relinquishes all rights of dower, homestead and distributive share, if any, in and to the interests conveyed by this Easement.

The Grantee hereby abandons previous existing sanitary sewer easement replaced by the sanitary sewer constructed in the Easement Area.

The Grantors further convey unto the Jurisdiction a TEMPORARY CONSTRUCTION EASEMENT in connection with the construction of a sanitary sewer, which temporary construction easement shall be over, through and across the previously described real estate:

Said Temporary Easement Area shall be in the Westerly portion of the described real estate between the residential structure and edge of pond.

(hereinafter called "Temporary Easement Area").

This easement shall be subject to the following terms and conditions:

1. Purpose of Easement. A sanitary sewer shall not be installed over or under the Temporary Easement Area. This easement is granted only for the purpose of allowing the Jurisdiction, its agents, employees, and contractors a right of temporary entry over the Temporary Easement Area to facilitate the hauling, transporting and storage of material and equipment during construction of a

sanitary sewer on other property which is the subject of a separate permanent sanitary sewer easement.

2. Property To be Restored. The Jurisdiction upon completion of the project shall restore the Temporary Easement Area in good and workmanlike manner to its original condition as nearly as possible, including but not limited to the restoration of lawns by sodding or seeding, complete restoration of any driveways, fences or other structures damaged by the Jurisdiction during the course of construction, except those items listed in paragraph 3 below for which the Jurisdiction shall instead compensate Grantors.

3. Compensation To Grantors. Grantors and Jurisdiction agree that the following items shall not be restored by Jurisdiction but are instead compensated for as indicated by the consideration set forth in this easement:

   - Decorative landscaping (such as rocks, wood mulch, edging, or timbers)
   - Ornamental vegetation (such as flowers or shrubs)
   - Gardens

   It is understood and agreed that the consideration set forth in this Easement constitutes full and adequate compensation for damages to the items listed in this paragraph.

4. Term of Easement. The rights granted to the Jurisdiction under this easement shall terminate 90 days after the above described sewer project has been completed or 24 months from the date of acceptance of this easement by the Jurisdiction, whichever occurs first.

Words and phrases herein including acknowledgment hereof shall be construed as in the singular or plural number, and as masculine or feminine gender, according to the context.

Signed this 9th day of June, 2014.

Mitchell John Peyton

Angela Marie Peyton

STATE OF IOWA)
) ss:
COUNTY OF DELAWARE)

On this 9th day of June, 2014, before me, the undersigned, a Notary Public in and for the State of Iowa personally appeared Mitchell John Peyton and

Angela Marie Peyton, to me known to be the identical person(s) named in and who executed the foregoing instrument, and acknowledged that (he) (she) (they) executed the instrument as (his) (her) (their) voluntary act and deed.

JANE M. WULFEKUHLE
Commission Number 770366
My Comm. Exp. NOV. 1, 2014

Jane Wulfekuhle
Notary Public for the State of Iowa

Jurisdiction Acknowledgement:

CITY OF MANCHESTER
CITY SEAL
MANCHESTER, IOWA

Milt L Kramer
Milt Kramer, Mayor

Erin Learn
Erin Learn, City Clerk

STATE OF IOWA)
) ss:
COUNTY OF DELAWARE)

On this 7 day of August, 2014, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Milt Kramer and Erin Learn, to me personally known, did say that they are the Mayor and City Clerk, respectively, of the City of Manchester, Iowa; a municipal corporation; 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 No. 078-2014 passed by Resolution of the City Council under Roll Call No. 2-21 of the City Council on the 16 day of June 2014, and Milt Kramer and Erin Learn 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.

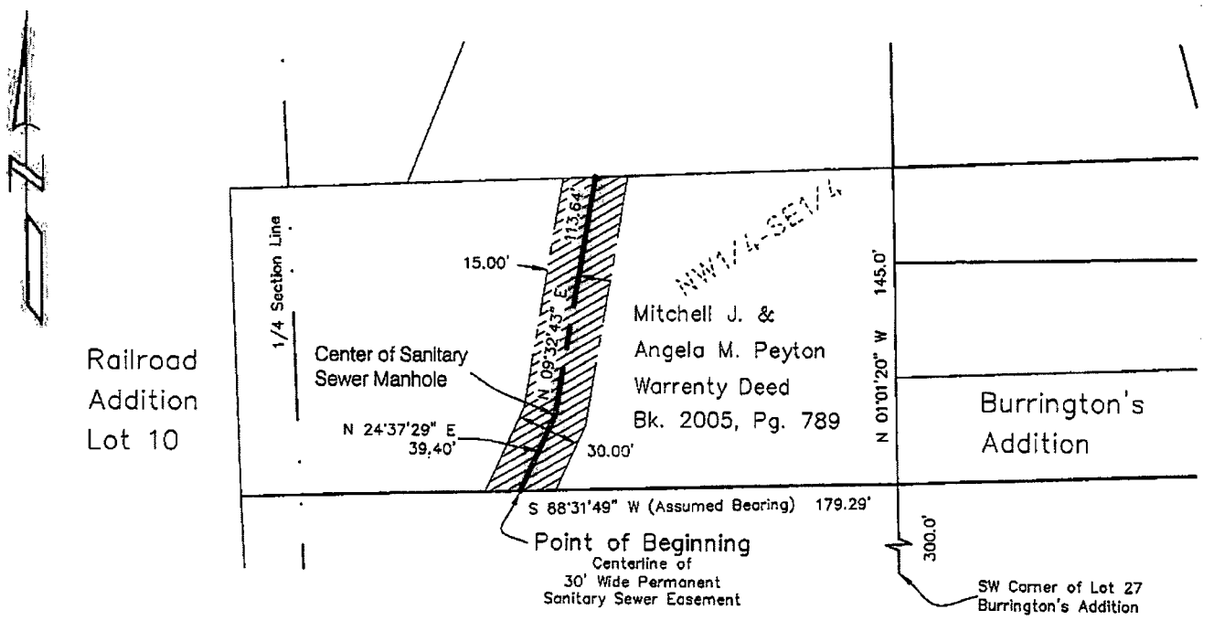
LAURA K. THOMAS
Commission Number 718135
My Commission Expires
August 26, 2014

Laura K Thomas
Notary Public for the State of Iowa

Prepared by/Return to: FEHR GRAHAM, 1919 210th St, Manchester, IA 52057 Ph. (563)927-2060

Easement Plat

Sanitary Sewer Easement No. 3 in the NW1/4–SE1/4 of Section 29–T89N–R5W, City of Manchester, Delaware County, Iowa



Sanitary Sewer Easement No. 3, being a 30 foot wide strip of land located in the Northwest Quarter of the Southeast Quarter of Section 29, Township 89 North, Range 5 West of the 5th P.M., City of Manchester, Delaware County, Iowa, and more particularly described as follows:

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Thence **North 24°37'29" East, 39.40 feet** along said Centerline to the center of a Sanitary Sewer Manhole;

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Subject to other easements of record.

Note: The Lines of said Easement are being extended or shortened to meet at angle points.

Proprietors:
Mitchell J. & Angela M. Peyton
Requested by:
City Of Manchester

40' 0' 40' 80' 160'
1 inch = 80 ft.

LEGEND
Easement Boundary.....
Centerline San. Sewer.....

PROF. ENGINEER & LAND SURVEYOR
LYLE G. TeKIPPE 7060
IOWA

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.

1-15-14
Date

Lyle G. TeKippe, P.E. & P.L.S.
License Number 7060
My license renewal date is December 31, 2014.
Sheets covered by this seal: Sheet P1

FEHR GRAHAM
ENGINEERING & ENVIRONMENTAL

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Project No. 13-526 Sheet P1