Recorded: 1/7/2015 at 12:26:36.0 PM
Fee Amount: $27.00
Revenue Tax:
Delaware County, Iowa
DEBORAH PEYTON, RECORDER
BK: 2015 PG: 52

Prepared by/Return to: Ryan M. Wicks, P.E., Branch Manager
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:

That Wayne R. Timmerman and Cathy J. Timmerman, husband and wife, (hereinafter called "Grantor") in consideration of the sum of $1.00 to be paid by the City of Manchester upon final approval and acceptance of this Easement by the City of Manchester, 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:

> All that part of Lot two (2) in Henry Acers addition to Manchester, Iowa, which lies East of Manchester & Oneida Railroad Company's right of way, except North 100 feet extending on North side and from Franklin Street of Manchester, Iowa, West to said right of way of Manchester & Oneida Railroad Company. Also North 33 feet of Lot one (1) in Henry Acers addition to Manchester, Iowa, which lies East of Manchester & Oneida Railroad Company's right of way. In full satisfaction of that certain contract dated April 2, 1990, and filed for record April 3, 1990, in Book 49 TLD, Page 229. As recorded in a Warranty Deed in Book 2013, Page 1622, on file in the Delaware County Recorder's office in Manchester, Iowa.

The easement area more particularly described as:

> **Sanitary Sewer Easement No. 15**, consisting of the West 10.0 feet of the following description: All that part of Lot Two (2) in Henry Acers' Addition to Manchester, Iowa, which lies East of the former Manchester & Oneida Railroad Company's Right-of-Way, except North 100 feet extending on North side and from Franklin Street of Manchester, Iowa, West to said Right-of-Way of the former Manchester & Oneida Railroad Company. Also North 33 feet of Lot One (1) in Henry Acers' Addition to Manchester, Iowa, which lies East of the former Manchester & Oneida Railroad Company's Right-of-Way, as recorded in a Warranty Deed in Book 2013, Page 1622, on file at the Delaware County Recorder's office in Manchester, Iowa;
>
> Subject to other easements of record.

(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.

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

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

2. CHANGE OF GRADE PROHIBITED. Grantor 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.

3. 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.

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

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

Grantor does HEREBY COVENANT with the Jurisdiction that Grantor holds said real estate described in this Easement by title in fee simple; that Grantor has good and lawful authority to convey the same; and said Grantor 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 Grantor further conveys 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 following described real estate:

Said Temporary Easement Area shall be the West 30.0 feet of the following description: All that part of Lot Two (2) in Henry Acers' Addition to Manchester, Iowa, which lies East of the former Manchester & Oneida Railroad Company's Right-of-Way, except North 100 feet extending on North side and from Franklin Street of Manchester, Iowa, West to said Right-of-Way of the former Manchester & Oneida Railroad Company. Also North 33 feet of Lot One (1) in Henry Acers' Addition to Manchester, Iowa, which lies East of the former Manchester & Oneida Railroad Company's Right-of-

Way, as recorded in a Warranty Deed in Book 2013, Page 1622, on file at the Delaware County Recorder's office in Manchester, Iowa;

(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 Grantor.

3. Compensation To Grantor. Grantor 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 25 day of March, 2014.

Wayne R. Timmerman

Cathy J. Timmerman

STATE OF Iowa)
) ss:
COUNTY OF Delaware)

On this 26 day of March, 2014, before me, the undersigned, a Notary Public in and for the State of Iowa personally appeared Wayne K. Timmerman and Cathy J. Timmerman 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.

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

Laura K Thomas
Notary Public for the State of

Jurisdiction Acknowledgement

CITY OF MANCHESTER CITY SEAL MANCHESTER, IOWA

Milt 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.

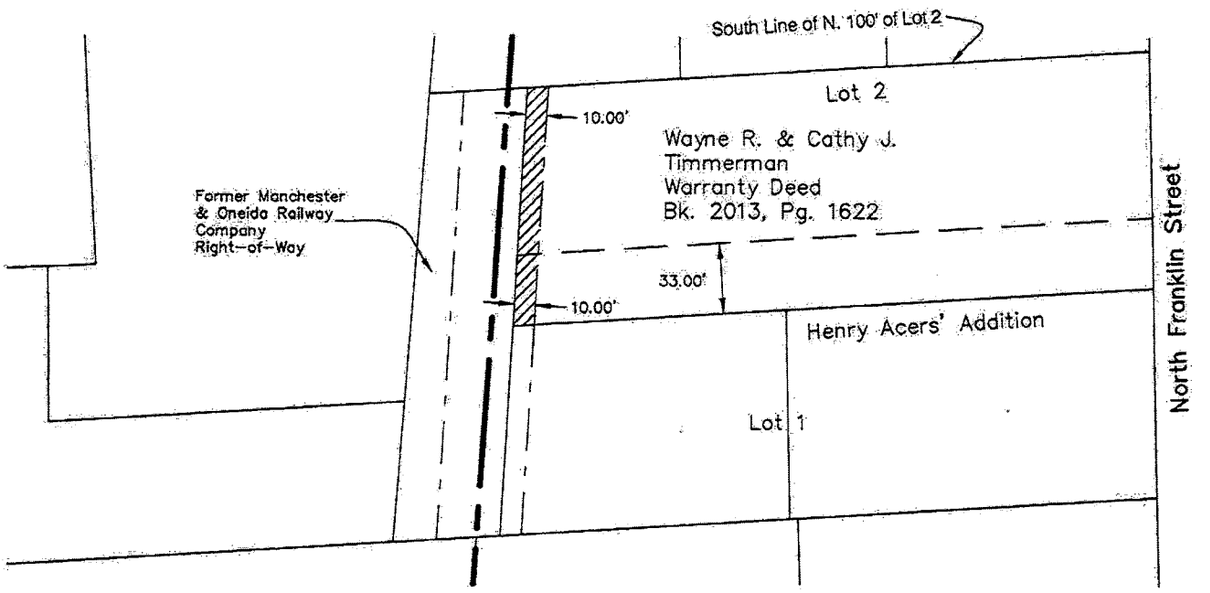
LAURA K. THOMAS
Commission Number 718135
My Commission Expires
August 26, 2014

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. 15 in Part of Lot 1 and Part of Lot 2, Henry Acers' Addition to the City of Manchester, Delaware County, Iowa



Sanitary Sewer Easement No. 15, consisting of the West 10.0 feet of the following description: All that part of Lot Two(2) in Henry Acers' Addition to Manchester, Iowa, which lies East of the former Manchester & Oneida Railroad Company's Right-of-Way, except North 100 feet extending on North side and from Franklin Street of Manchester, Iowa, West to said Right-of-Way of the former Manchester & Oneida Railroad Company. Also North 33 feet of Lot One (1) in Henry Acers' Addition to Manchester, Iowa, which lies East of the former Manchester & Oneida Railroad Company's Right-of-Way, as recorded in a Warranty Deed in Book 2013, Page 1622, on file at the Delaware County Recorder's office in Manchester, Iowa;

Subject to other easements of record.

Proprietors:
Wayne R. & Cathy J. Timmerman
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.

Lyle G. TeKippe, P.E. & P.L.S. 1-15-14
Date
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