Recorded: 1/7/2015 at 12:50:10.0 PM
Fee Amount: $37.00
Revenue Tax:
Delaware County, Iowa
DEBORAH PEYTON, RECORDER
BK: 2015 PG: 53

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 Martha L. Palmer (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:

Parcel B:
That part of the North Half of Lot Five (5) of Subdivision of North Half of South East Quarter and South Half of North East Quarter of Section Twenty-Nine (29), Township Eighty Nine (89) North, Range Five (5), West of the Fifth P.M., that is East of the Railroad right of way.

Parcel C:
A strip of land of uniform width of Fifty (50) feet, being Twenty-five (25) feet on each side of the center line of the former Manchester and Oneida Railway, as the same was surveyed and staked across the North Half(N1/2) of Lot Five (5) of the Subdivision of part of the North Half(N1/2) of the Southeast Quarter (SE1/4) and of the South Half (S1/2) of the Northeast Quarter (NE1/4) of Section twenty-nine (29), Township Eighty-nine (89) North, Range Five (5) West of the Fifth P.M.; it being the intention to hereby describe and convey all right, title and interest in and to all of the former Manchester & Oneida Railway premises and right of way as may lie between the South and North lines extended of the said North Half(N1/2) of said Lot Five (5).

Parcel D:
That part of the South 20 feet of Lot 4 of the Subdivision of part of the North one-half of South East quarter and South one-half of North East quarter of Section 29, Township 89 North, Range 5, West of the 5th P.M., that lies East of the former Manchester and Oneida Railroad right of way, except the East 230 feet thereof; also that part of the former Manchester and Oneida Railroad right of way crossing the South 20 feet of said Lot 4, or crossing that tract contained between the North and South lines of the South 20 feet of said Lot 4 extended to the West; Also the South 10 feet of the East 230 feet of said

Lot 4, reserving the use thereof as a common drive; also the use of the North 10 feet of the South 20 feet of the East 230 feet of said Lot 4 as a common drive; it being agreed by the parties hereto that the South 20 feet of the East 230 feet of said Lot 4 shall be used only as a common driveway for access to and the benefit of Lot 4 aforesaid, except the East 200 feet and the South 20 feet thereof, and of the North half of Lot 5, and the South 20 feet of Lot 4 except the East 230 feet thereof, of the aforesaid Subdivision, and that said driveway shall at all times be kept open and unobstructed for its entire width and length, and that said driveway shall be maintained and improved by the owners of the two premises to be benefited by the use thereof, in accordance with their subsequent agreement or agreements, no one such owner may require the other such owner to pay any expense for maintenance or improvement except by agreement. It is further agreed that the benefits and burdens of said common drive shall run with the two said tracts to be served and be binding on the present and future owners of said two tracts. As recorded in a Affidavit of Surviving Spouse in Book 2008 Page3717, on file at the Delaware County Recorder's office in Manchester, Iowa;

The easement area more particularly described as:

Sanitary Sewer Easement No. 8, being a 30 foot wide strip of land located in Lots 4 and 5 and in the former Manchester and Oneida Railway Right-of-Way between the Western Extension of the South Line of the North Half of Lot 5 and the Western Extension of the North Line of the South 20 feet of Lot 4, all in the North Half of the Southeast Quarter and the South Half of the Northeast 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 Southeast Corner of the North Half of said Lot 5;

Thence **South 87°53'21" West (Assumed Bearing), 379.81 feet** along the South Line of said North Half of Lot 5 and the Western Extension thereof as described in an Affidavit of Surviving Spouse recorded in Book 2008, Page 3717 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 Property, and the Point of Beginning;

Thence **North 16°02'34" East, 89.65 feet** along said Centerline to the center of a Sanitary Sewer Manhole;

Thence **North 14°29'59" West, 7.91 feet** along said Centerline to the North Line of said Property, with the North Line of said Easement being coincident with the North Line of said Property;

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.

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 exercise of such rights and use without interference 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 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:

EASEMENT FORM FOR SANITARY SEWER RIGHT-OF-WAY (Continued)

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 1 day of April, 20 14.

Martha L. Palmer

by Steve Palmer, POA

Steve Palmer, POA

EASEMENT FORM FOR SANITARY SEWER RIGHT-OF-WAY (Continued)

STATE OF Iowa)
) ss:
COUNTY OF Delaware)

On this 9 day of April, 20 14, before me, the undersigned, a Notary Public in and for the State of Iowa personally appeared Steve Palmer as Power of Attorney for Martha Palmer 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, 20 14, 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, 20 14, 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

THE IOWA STATE BAR ASSOCIATION
Official Form No. 120

Thomas J. Hanson

FOR THE LEGAL EFFECT OF THE USE OF THIS FORM, CONSULT YOUR LAWYER

GENERAL POWER OF ATTORNEY

1. Designation of Attorney-In-Fact

I, Martha L. Palmer, of 830 N Franklin Street, Manchester, Iowa 52057 appoint Stephen H. Palmer of 621 Line Street, Manchester, Iowa 52057 my Attorney-in-Fact. In the event my Attorney-in-Fact is unable to serve for any reason or if my Attorney-in-Fact is currently my spouse and we become legally separated or our marriage is dissolved, I name Ellen J. Wehrle of 14832 South 128 Avenue East , Lynnville, Iowa 50153, as successor to my Attorney-in-Fact.

I hereby revoke any and all general powers of attorney that may have been previously executed by me, but specifically excepting any powers of attorney for health care decisions which I may have previously executed.

2. Powers of Attorney-in-Fact.

My Attorney-in-Fact shall have full power and authority to manage and conduct all of my affairs, with full power and authority to exercise or perform any act, power, duty, right or obligation I now have or may hereafter acquire the legal right, power and capacity to exercise or perform. The power and authority of my Attorney-in-Fact shall include, but not be limited to, the power and authority:

A. To buy, acquire, obtain, take or hold possession of any property or property rights and to retain such property, whether income producing or non-income producing;

B. To sell, convey, lease, manage, care for, preserve, protect, insure, improve, control, store, transport, maintain, repair, remodel, rebuild and in every way deal in and with any of my property or property rights, now or hereafter owned by me, and to establish and maintain reserves for improvements, upkeep and obsolescence; to eject or remove tenants or other persons and to recover possession of such property. This includes the right to convey or encumber my homestead.

C. To pay my debts; to borrow money, mortgage and grant security interests in property; to complete, extend, modify or renew any obligations, either secured, unsecured, negotiable or non-negotiable, at a rate of interest and upon terms satisfactory to my Attorney-in-Fact; to lend money, either with or without collateral; to extend or secure credit; and to guarantee and insure the performance and payment of obligations of another person or entity;

D. To open, maintain or close accounts, brokerage accounts, savings and checking accounts; to purchase, renew or cash certificates of deposit; to conduct any business with any banking or lending institution in regard to any of my accounts or certificates of deposit; to write checks, make deposits, make withdrawals and obtain bank statements, passbooks, drafts, money orders, warrants, certificates or vouchers payable to me by any person or entity, including the United States of America, and expressly including the right to sell or cash U.S. Treasury Securities and Series E, EE, H, HH, and I Bonds;

E. To have full access to any safety deposit boxes and their contents;

F. To pay all city, county, state or federal taxes and to receive appropriate receipts therefore; to prepare, execute, file and obtain from the government income and other tax returns and other governmental reports, applications, requests and documents; to take any appropriate action to minimize, reduce or establish non-liability for taxes; to sue or take appropriate action for refunds of same; to appear for me before the Internal Revenue Service or any other taxing authority in connection with any matter involving federal, state or local taxes in which I may be a party, giving my Attorney-in-Fact full power to do everything necessary to be done and to receive refund checks; to execute waivers of the statute of limitations and to execute closing agreements on my behalf;

G. To act as proxy, with full power of substitution, at any corporate meeting and to initiate corporate meetings for my benefit as stockholder, in respect to any stocks, stock rights, shares, bonds, debentures or other investments, rights or interests;

H. To invest, re-invest, sell or exchange any assets owned by me and to pay the assessments and charges therefor; to obtain and maintain life insurance upon my life or upon the life of anyone else; to obtain and maintain any other types of insurance policies; to continue any existing plan of insurance or investment;

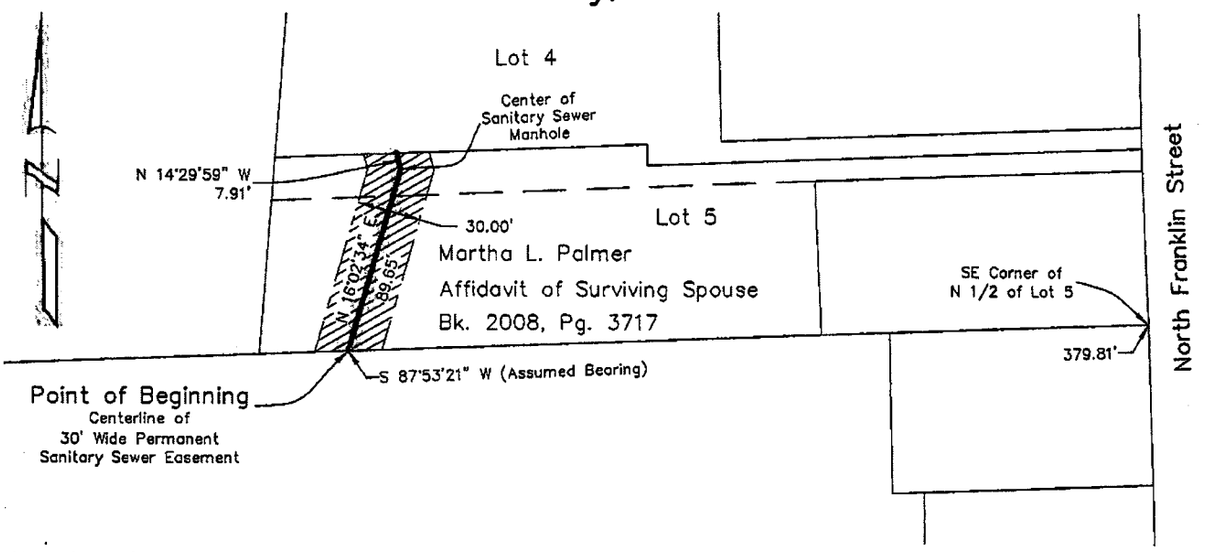
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Prepared by/Return to: FEHR GRAHAM, 1919 210th St, Manchester, IA 52057 Ph. (563)927-2060

Easement Plat

Sanitary Sewer Easement No. 8

in Lots 4 and 5 and in the Former Manchester & Oneida Railway Right-of-Way Between the Western Extension of the South Line of the N1/2 of Lot 5 and the Western Extension of the North Line of the S 20' of Lot 4, All in the N1/2 of the SE1/4 & the S1/2 of the NE1/4 of Section 29-T89N-R5W, City of Manchester, Delaware County, Iowa



Sanitary Sewer Easement No. 8, being a 30 foot wide strip of land located in Lots 4 and 5 and in the former Manchester and Oneida Railway Right-of-Way between the Western Extension of the South Line of the North Half of Lot 5 and the Western Extension of the North Line of the South 20 feet of Lot 4, all in the North Half of the Southeast Quarter and the South Half of the Northeast 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 Southeast Corner of the North Half of said Lot 5;

Thence **South 87°53'21" West (Assumed Bearing), 379.81 feet** along the South Line of said North Half of Lot 5 and the Western Extension thereof as described in an Affidavit of Surviving Spouse recorded in Book 2008, Page 3717 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 Property, and the Point of Beginning;

Thence **North 16°02'34" East, 89.65 feet** along said Centerline to the center of a Sanitary Sewer Manhole;

Thence **North 14°29'59" West, 7.91 feet** along said Centerline to the North Line of said Property, with the North Line of said Easement being coincident with the North Line of said Property;

Subject to other easements of record.

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

Proprietors:
Martha L. Palmer
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