✓**Recorded: 1/8/2015 at 8:27:38.0 AM**
Fee Amount: $32.00
Revenue Tax:
Delaware County, Iowa
DEBORAH PEYTON, RECORDER
BK: 2015 PG: 62

Prepared by/Return to: Ryan M. Wicks, P.E., Branch Manager
Fehr Graham, 1919 210th St, Manchester, IA 52057 Ph: 563-927-2060

This easement is being recorded to correct the easement recorded in Book 2015, Page 48 due to the omission of Page 3.

EASEMENT FOR SANITARY SEWER RIGHT-OF-WAY

KNOW ALL PERSONS BY THESE PRESENTS:

That Robert F. Emerson and Marilyn Jean Emerson, 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:

Lot 1 and the South one half (1/2) of Lot 2, of John Swift's First Subdivision City of Manchester, according to the recorded plat thereof and an undivided 1/2 interest in the cul-de-sac access to said real estate described in said plat as "West View Lane" - all subject to the easements, covenants, agreements, and restrictions set out herein which are perpetual, run with the real estate above described, and are binding on the heirs, successors, grantees, and assigns of buyers.

Buyers are hereby granted and sellers hereby reserve to themselves and their respective grantees, heirs, successors, and assigns, perpetual easement over, under, and across the cul-de-sac access to said lot described in the plat of said subdivision as "West View Lane" in common with others rightfully using same, for driveway and roadway purposes and for the purpose of running water lines, gas lines, telephone lines, and other utilities beneath or on the surface thereof and agree to the following additional covenants and restrictions
concerning same:

(a) Same shall not be obstructed in any manner and vehicles or objects of any kind shall not be parked or placed thereon.
(b) Buyers agree to pay 1/2 of all taxes, liens, or assessments of any. kind ever levied or placed thereon.
(c) Buyers agree to pay the 1/2 of the cost of any future repairs, replacement or maintenance of the water line now thereunder or other utilities placed thereunder by agreement of the parties.

As recorded in a Warranty Deed in Book 31, Page 132, on file in the Delaware County Recorders office in Manchester, Iowa.

The easement area more particularly described as:

> **Sanitary Sewer Easement No. 10**, being a 30 foot wide strip of land located in Lot 1 and the South Half of Lot 2, John Swift First Subdivision, City of Manchester, Delaware County, Iowa, and more particularly described as follows:
>
> Commencing at the Southeast Corner of said Lot 1;
>
> Thence **South 87°53'27" West (Assumed Bearing), 206.07 feet** along the South Line of said Lot 1 as described in a Warranty Deed recorded in Book 31, Page 132 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 Lot 1, and the Point of Beginning;
>
> Thence **North 00°58'18" West, 125.43 feet** along said Centerline to the North Line of the South Half of said Lot 2, with the North Line of said Easement being coincident with the North Line of said South Half of Lot 2;
>
> 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 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 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 29th day of January, 2014.

Robert F. Emerson

Marilyn Jean Emerson

STATE OF Arizona)
) ss:
COUNTY OF Maricopa)

On this 29th day of January, 2014, before me, the undersigned, a Notary Public in and for the State of Arizona personally appeared Robert F. Emerson and Marilyn J. Emerson 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.

Notary Public for the State of Arizona

Jurisdiction Acknowledgement

CITY OF MANCHESTER City Seal MANCHESTER, IOWA

Milt Kramer, Mayor

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.

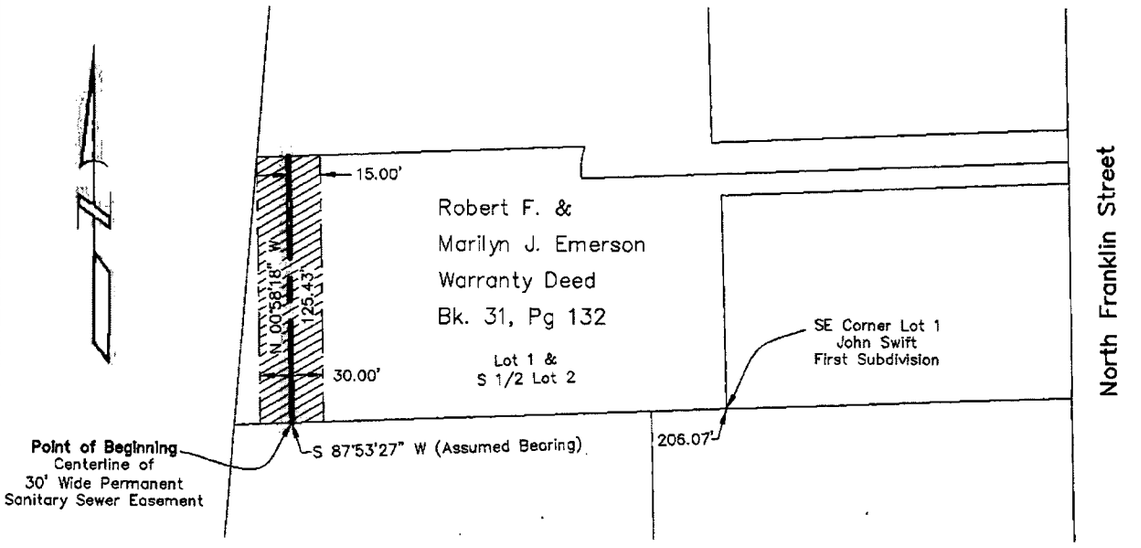
LAURA K. THOMAS
Commission Number 718135
My Commission Expires
August 26, 2014

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. 10 in Lot 1 and the South 1/2 of Lot 2, John Swift First Subdivision, City of Manchester, Delaware County, Iowa



Sanitary Sewer Easement No. 10, being a 30 foot wide strip of land located in Lot 1 and the South Half of Lot 2, John Swift First Subdivision, City of Manchester, Delaware County, Iowa, and more particularly described as follows:

Commencing at the Southeast Corner of said Lot 1;

Thence **South 87°53'27" West (Assumed Bearing), 206.07 feet** along the South Line of said Lot 1 as described in a Warranty Deed recorded in Book 31, Page 132 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 Lot 1, and the Point of Beginning;

Thence **North 00°58'18" West, 125.43 feet** along said Centerline to the North Line of the South Half of said Lot 2, with the North Line of said Easement being coincident with the North Line of said South Half of Lot 2;

Subject to other easements of record.

Proprietors:
Robert F. & Marilyn J. Emmerson
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
License Number 7060 Date
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