Recorded: 2/9/2015 at 9:51:33.0 AM
Fee Amount: $32.00
Revenue Tax:
Delaware County, Iowa
DEBORAH PEYTON, RECORDER
BK: 2015 PG: 345

ehg

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 record in Book 2015, Page 45 due an error in the title of the Grantor.

EASEMENT FOR SANITARY SEWER RIGHT-OF-WAY

KNOW ALL PERSONS BY THESE PRESENTS:

That Edmund P. Schaul, Trustee of Edmund P. Schaul Trust (an undivided one-half interest) and Sherry A. Schaul, Trustee of Sherry A. Schaul Trust (an undivided one-half interest), (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:

That portion of the former Manchester and Oneida Railway Company right-of-way, being a strip of land of the uniform width of fifty (50.0) feet, which lies between the North line, extended West, of the South fifty-five (55.0) feet of Lot Thirty-two (32) and the South line, extended West, of the North eighty-two and five-tenths (82.5) feet of Lot Thirty-one (31), of Burrington's Addition to Manchester, Iowa said strip abuts on the West line of Lot One (1) of Lot Thirty-two A (32A), Lot Three (3) of Lot Thirty-one A (31A), and Lot Two (2) of Lot Thirty-one A (31A), of said Burrington's Addition.

The North Forty-two (42.0) feet of lot Thirty-one (31), Burrington's Addition to Manchester, Iowa, according to plat recorded in Book I L.D., Page 245, and commencing· at the Northwest corner of said lot Thirty One (31), and running thence, West to the East line of the right-of-way of the Manchester and Oneida' Railway Company, thence South Forty Two (42.0) feet, thence East to the West line of said lot Thirty one (31) thence North forty two (42.0) feet
to the place of beginning, subject to use of roadway as reserved in deed recorded in Book V, page 477. N/K/A LOT 3 OF 31 & LOT 3 OF 31A, RESPECTIVELY, BURRINGTON'S ADDITION TO MANCHESTER, BOOK 2 PLATS, PAGE 5.

Commencing at a point on the East line of Lot Thirty One (31), Burrington's Addition to Manchester, Iowa, according to plat recorded in Book I L.D., Page 245, forty two (42) feet South of the Northeast corner of said Lot, running thence South on East line of said Lot to a point sixty six (66) feet North of the South line of said Lot, thence West to the East line of
Manchester and Oneida Railroad right of way, thence North along the East line of said right of way to a point directly West of beginning, thence East to beginning, subject to use of roadway as reserved in deed recorded in Book V, page 477, Also described as commencing at a point on the West line of Franklin' Street of the City of Manchester, 1103.5 feet North of the intersection of said West line of Franklin Street with the South line of the Northwest Quarter of the Southeast Quarter of Section 29, Township 89 North, Range 5, West of the Fifth P.M., as shown by a plat recorded in Book One of Town Plats, on page 96, in the office of the Recorder of Delaware County, Iowa, thence South 89°18′ West a distance of 297 feet, thence North and parallel with the said West line of Franklin Street a distance of 40.5 feet, thence North 89° 18′ East a distance of 297 feet to the said West line of Franklin Street, thence South along the said West line of Franklin Street a distance of 40.5 feet to place of beginning; Also, the whole of the certain tract of land lying West of the hereinbefore described tract

and between the North and South lines thereof extended to the East line of the right of way of the Manchester and Oneida Railroad, the North Line thereof being 87 feet East and West and the South line thereof being 101 feet East and West; all in the County of Delaware and State of Iowa, and an entitlement to the permanent unobstructed common use of the certain existing ten foot roadway, the centerline of which is the North line of the hereinbefore described premises, commencing at the West line of North Franklin Street and extending a distance of 160 feet West of the said West line of North Franklin Street. N/K/A LOT 2 OF 31 AND LOT 2 OF 31A, RESPECTIVELY, BURRINGTON'S ADDITION TO MANCHESTER, BOOK.2 PLATS, PAGE 5.

As recorded in a Deed In Trust in Book 2000, Page 1082, on file at the Delaware County Recorder's office in Manchester, Iowa.

The easement area more particularly described as:

Sanitary Sewer Easement No. 6, being a 30 foot wide strip of land located in the former Manchester and Oneida Railway Company Right-of-Way West of Lot 2 of 31A, Lot 3 of 31A, and Lot 1 of 32A of Burrington's Addition to the City of Manchester, Delaware County, Iowa, and more particularly described as follows:

Commencing at the Southeast Corner of Lot 2 of 31 of said Burrington's Addition;

Thence **South 87°53'32" West (Assumed Bearing), 410.90 feet** along the South Line of said Lot 2 of 31 and Lot 2 of 31A and its Western Extension as described in a Deed of Trust recorded in Book 2000, Page 1082 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 Western Extension, and the Point of Beginning;

Thence **North 03°28'33" East, 135.64 feet** along said Centerline to the North Line of the Western Extension of the North Line of said Lot 1 of 32A, with the North Line of said Easement being coincident with the North Line of said Western Extension;

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 16 day of February, 2015.

Edmund P. Schaul, Trustee of Edmund P. Schaul Trust (an undivided one-half interest)

STATE OF IOWA)
) ss:
COUNTY OF DELAWARE)

On this 16 day of February, 2015, before me, the undersigned, a Notary Public in and for the State of Iowa personally Edmund P. Schaul, Trustee of Edmund P. Schaul Trust (an undivided one-half interest) to me known to be the identical person named in and who executed the foregoing instrument, and acknowledged that he executed the instrument as his voluntary act and deed.

Notary Public for the State of Iowa

LAURA K. THOMAS
Commission Number 718135
My Commission Expires
August 26, 2017

Sherry A. Schaul, Trustee of Sherry A. Schaul Trust (an undivided one-half interest)

STATE OF IOWA)
) ss:
COUNTY OF DELAWARE)

On this 16 day of February, 2015, before me, the undersigned, a Notary Public in and for the State of Iowa personally Sherry A. Schaul, Trustee of Sherry A. Schaul Trust (an undivided one-half interest) to me known to be the identical person named in and who executed the foregoing instrument, and acknowledged that she executed the instrument as her voluntary act and deed.

Notary Public for the State of Iowa

LAURA K. THOMAS
Commission Number 718135
My Commission Expires
August 26, 2017

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

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 9 day of February, 2015, 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. 070-2014 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.

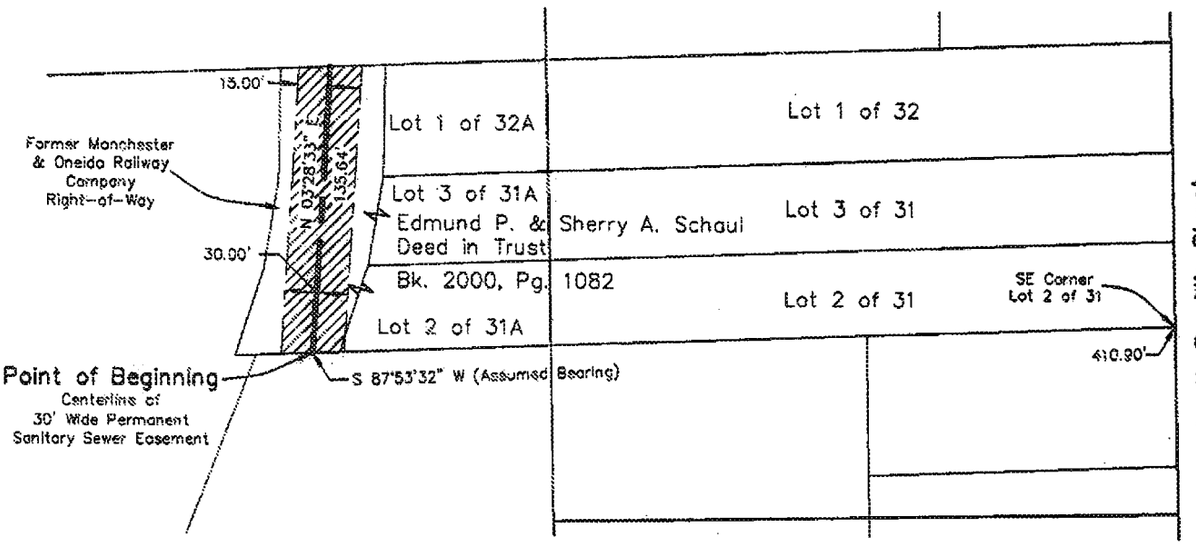
Notary Public for the State of Iowa

NOTARIAL SEAL IOWA
LAURA K. THOMAS
Commission Number 718135
My Commission Expires
August 26, 2017

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

Easement Plat

Sanitary Sewer Easement No. 6 in the Former Manchester and Oneida Railway Company Right-of-Way West of Lot 2 of 31A, Lot 3 of 31A, and Lot 1 of 32A of Burrington's Addition to the City of Manchester, Delaware County, Iowa



Sanitary Sewer Easement No. 6, being a 30 foot wide strip of land located in the former Manchester and Oneida Railway Company Right-of-Way West of Lot 2 of 31A, Lot 3 of 31A, and Lot 1 of 32A of Burrington's Addition to the City of Manchester, Delaware County, Iowa, and more particularly described as follows:

Commencing at the Southeast Corner of Lot 2 of 31 of said Burrington's Addition;

Thence South 87°53'32" West (Assumed Bearing), 410.90 feet along the South Line of said Lot 2 of 31 and Lot 2 of 31A and its Western Extension as described in a Deed of Trust recorded in Book 2000, Page 1082 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 Western Extension, and the Point of Beginning;

Thence North 03°28'33" East, 135.64 feet along said Centerline to the North Line of the Western Extension of the North Line of said Lot 1 of 32A, with the North Line of said Easement being coincident with the North Line of said Western Extension;

Subject to other easements of record.

Proprietors:
Edmund P. Schaul, Trustee of Edmund P. Schaul Trust (an undivided one-half interest)
&
Sherry A. Schaul, Trustee of Sherry A. Schaul Trust (an undivided one-half interest)

Requested by:
City of Manchester

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

N

LEGEND
Easment 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. — Date 1-30-15
License Number 7060
My license renewal date is December 31, 2016.
Sheets covered by this seal: Sheet P1

FEHR GRAHAM
ENGINEERING & ENVIRONMENTAL

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Project No. 13-526 Sheet P1