Recorded: 2/26/2015 at 1:55:25.0 PM
Fee Amount: $22.00
Revenue Tax:
Delaware County, Iowa
DEBORAH PEYTON, RECORDER
BK: 2015 PG: 466

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

94-Ne
94-29

EASEMENT FOR WATER MAIN RIGHT-OF-WAY

KNOW ALL PERSONS BY THESE PRESENTS:

That Robert A. Larson and Frances A. Larson (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 Water Main Right-of-Way under, over, through and across the following described real estate:

That part of Lot Seventeen (17) of the Subdivision of part of the North Half (N 1/2) of the Southeast Quarter (SE 1/4) and of the South Half (S 1/2) of the Northeast Quarter (NE 1/4) of Section Twenty Nine (29), Township Eighty-nine (89) North, Range Five (5), West of the Fifth P.M. according to plat recorded in Book A Plats, Page 6, described as beginning at a point Two Hundred Forty-three (243) feet and Nine (9) inches South of a point on the South line of Clara Avenue Two Hundred Forty-nine and Fifteen One-hundredths (249.15) feet west of the West line of New Street, thence South One Hundred Forty-nine and Fifty-eight One-hundredths (149.58) feet, thence West One Hundred Seventeen and Fifteen One-hundredths (117.15) feet, thence North One Hundred Twenty and Thirty-three One-hundredths (120.33) feet, thence East Sixty-two (62.0) feet, thence Northeasterly Sixty-four (64.0) feet to the Point of Beginning, except that part deeded to the City of Manchester, Iowa, for roadway as described in Deed recorded in Book 76, Pages 257-258, in the office of the Recorder of Delaware County, Iowa, and subject to sewer rights.

The easement area more particularly described as:

The Northeasterly 15' abutting the right-of-way of Oak Court.
(see Exhibit A attached);

(hereinafter called "Easement Area") for the purpose of the Jurisdiction constructing, reconstructing, repairing, enlarging and maintaining a water main, 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.

1. 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

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 17th day of September, 20 14.

Robert A. Larson

Robert A. Larson

Frances A. Larson

Frances A. Larson

STATE OF IOWA)
) ss:
COUNTY OF DELAWARE)

On this 17th day of September, 20 14, before me, the undersigned, a Notary Public in and for the State of Iowa personally appeared Robert A. Larson and Frances A. Larson to me known to be the identical persons named in and who executed the foregoing instrument, and acknowledged that they executed the instrument as their voluntary act and deed.

Julie A. Schmitz

Notary Public for the State of

JULIE A. SCHMITZ
Commission Number 224151
My Commission Expires
September 14, 2017

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 2nd 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. 115-2014 passed by Resolution of the City Council under Roll Call No. _____ of the City Council on the 22nd day of September, 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.

Notary Public for the State of Iowa

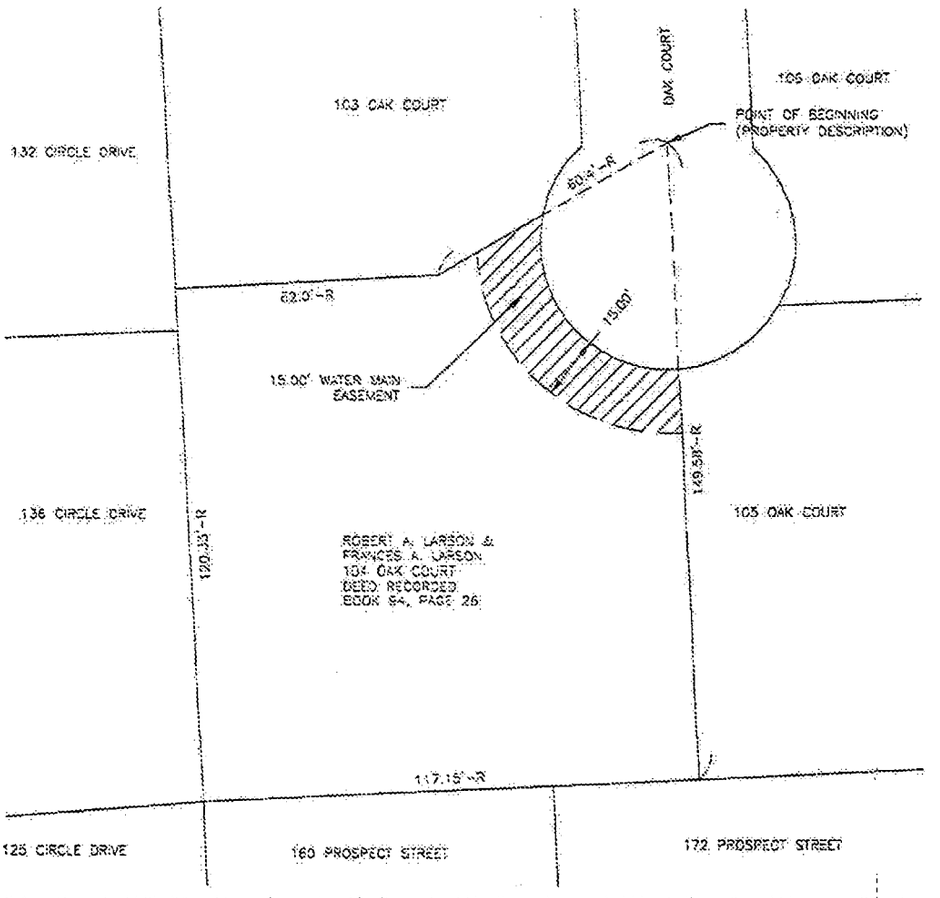
LAURA K. THOMAS
Commission Number 718135
My Commission Expires
August 26, 2017

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

EXHIBIT "A"

Water Main Easement

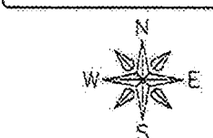
In Lot 17 of the Subdivision of Part of the North 1/2 of the SE 1/4 and of the S 1/2 of the NE 1/4 Sec. 29, T89N, R5W Manchester, Delaware County, Iowa



15' WATER MAIN EASEMENT ACROSS PROPERTY KNOWN AS 104 OAK CT. DESCRIBED AS THAT PART OF LOT SEVENTEEN (17) OF THE SUBDIVISION OF PART OF THE NORTH ONE-HALF (N 1/2) OF THE SOUTHEAST QUARTER (SE 1/4) AND OF THE SOUTH ONE-HALF (S 1/2) OF THE NORTHEAST QUARTER (NE 1/4) OF SECTION TWENTY NINE (29), TOWNSHIP EIGHTY NINE (89) NORTH, RANGE FIVE (5), WEST OF THE FIFTH P.M. ACCORDING TO PLAT RECORDED IN BOOK A PLATS, PAGE 6, DESCRIBED AS BEGINNING AT A POINT TWO HUNDRED FORTY THREE (243) FEET AND NINE (9) INCHES SOUTH OF A POINT ON THE SOUTH LINE OF CLARA AVENUE TWO HUNDRED FORTY NINE AND FIFTEEN ONE-HUNDREDTHS (249.15) FEET WEST OF THE WEST LINE OF NEW STREET, THENCE SOUTH ONE HUNDRED FORTY NINE AND FIFTY EIGHT ONE-HUNDREDTHS (149.58) FEET, THENCE WEST ONE HUNDRED SEVENTEEN AND FIFTEEN ONE-HUNDREDTHS (117.15) FEET, THENCE NORTH ONE HUNDRED TWENTY AND THIRTY THREE ONE-HUNDREDTHS (120.33) FEET, THENCE EAST SIXTY TWO (62.0) FEET, THENCE NORTHEASTERLY SIXTY FOUR (64.0) FEET TO THE POINT OF BEGINNING, EXCEPT THAT PART DEEDED TO THE CITY OF MANCHESTER, IOWA, FOR ROADWAY AS DESCRIBED IN DEED RECORDED IN BOOK 75, PAGES 257-258, IN THE OFFICE OF THE RECORDER OF DELAWARE COUNTY, IOWA, AND SUBJECT TO SEWER RIGHTS.

LEGEND

EASEMENT BOUNDARY



30' 15' 0 30'

GRAPHIC SCALE IN FEET
SCALE: 1"=30'

PROPRIETOR:
ROBERT A. LARSON
FRANCES A. LARSON
REQUESTED BY:
CITY OF MANCHESTER

FEHR GRAHAM
ENGINEERING & ENVIRONMENTAL
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ILLINOIS
IOWA
WISCONSIN

G:\C3D\14\14-853\14-853_Oak Ct.-Larson Ease.dwg

EXHIBIT DRAFTED ON: 05/30/2014

JOB NUMBER: 14-853

SHEET NUMBER: P.01