Recorded: 10/7/2015 at 10:56:27.0 AM
Fee Amount: $27.00
Revenue Tax:
Delaware County, Iowa
Daneen Schindler RECORDER
BK: 2015 PG: 2755

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

INGRESS/EGRESS EASEMENT

KNOW ALL PERSONS BY THESE PRESENTS:

That Eastern Iowa Regional Housing Authority (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 Ingress/Egress Easement, over, through and across the following described real estate for the sole purpose of accessing the existing utility easement along the south side of said lot.

Lot 4, Northtown Estates Subdivision, City of Manchester, Delaware County, Iowa.

The easement area is more particularly described as:

Ingress/Egress Easement, the West 14.0 feet of Lot 4, Northtown Estates Subdivision, City of Manchester, Delaware County, Iowa.
(see Exhibit A attached);

(hereinafter called "Easement Area") for the purpose of the Jurisdiction to access an existing utility easement along the South side of said lot.

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

1. ERECTION OF STRUCTURES PROHIBITED. Grantor shall not erect any new 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.

6. REPAIR AND MAINTENANCE. The cost of any and all maintenance and/or repairs of the Easement Area shall be solely borne by the Jurisdiction. The Jurisdiction shall take steps necessary to ensure that it does not damage or otherwise devalue the Easement Area and shall further have a continuing duty to return the Easement Area to its condition immediately preceding use by the Jurisdiction; this is to include prolonged and/or periodic use that results in the need for repair or maintenance as caused by

the Jurisdiction's use. Any repair or maintenance performed by the Jurisdiction shall be done by a qualified person or entity, licensed and bonded where applicable.

7. LIMITATION OF LIABILITY. It is the intention of the parties that the Grantor shall not incur pecuniary or other liability by reason of (i) the terms of this Easement, (ii) the undertakings required of Grantor hereunder, (iii) the performance of any act required of Grantor by this Easement or (iv) the performance of any act requested of it by the Jurisdiction. Accordingly, if the Grantor (including any person at any time employed by or serving as an officer, agent or a member of the Grantor, such persons hereinafter included in all references to the Grantor in this Section) should incur any such pecuniary or other liability, then in such event, the Jurisdiction shall indemnify and hold harmless the Grantor against any and all claims by or on behalf of any person, firm or corporation, arising out of the same, and all costs and expenses incurred in connection with any such claim or in connection with any action or proceeding brought thereon. The Jurisdiction hereby releases the Grantor from and agrees the Grantor should not be liable for, and agrees to indemnify and hold the Grantor harmless from, (i) any liability for any loss or damage to property or any injury to, or death of, any person that might be occasioned by any cause whatsoever pertaining to the use, maintenance, repair or otherwise of the Easement, or (ii) any liabilities, losses or damages, or claims therefore, arising out of the failure, or claimed failure of the Grantor to comply with its covenants contained in this Easement, including, in each case or instance, any attorneys' fees. The Jurisdiction agrees to indemnify and hold the Grantor harmless to the fullest extent permitted by law from any losses, costs, charges, expenses (including attorneys' fees), judgments, liens and liabilities incurred by it or them as the case may be, in connection with any action, suit or proceeding instituted or threatened in connection with the transaction contemplated by this Easement. The obligations of the Jurisdiction under this Section shall survive the termination of this Easement.

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.

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 23rd day of July, 2015.

GRANTOR ACKNOWLEDGEMENT

GRANTOR William Rediger, EIRHA Chair

GRANTOR Kelley Deutmeyer, Executive Director

CORPORATE ACKNOWLEDGMENT

STATE OF IOWA)
) SS.
COUNTY OF DELAWARE)

On this 23rd day of July, 2015, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared William Rediger and Kelley Deutmeyer, to me known, who, being by me duly sworn, did say that they are the Board Chair, and Executive Director, respectively, of the corporation executing the foregoing instrument; that (no seal has been procured by) (the seal affixed thereto is the seal of) the corporation; that said instrument was signed (and sealed) on behalf of the corporation by authority of this Board of Directors; that William Rediger and Kelley Deutmeyer acknowledged the execution of the instrument to be the voluntary act and deed of the corporation, by it and by them voluntarily executed.

MICHELLE R. SCHNIER
Commission Number 220303
My Commission Expires 1/20/17

Notary Public in and for the State of Iowa

STATE OF _____)
) SS:
COUNTY OF _____)

On this _____ day of _____, 2015, before me, the undersigned, a Notary Public in and for the State of _____ personally appeared _____ and _____ 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 Iowa

JURISDICTION ACKNOWLEDGMENT

Milt Kramer

Milt Kramer, Mayor

Erin Learn

Erin Learn, City Clerk

STATE OF IOWA)
) SS:
COUNTY OF DELAWARE)

On this 1 day of October, 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. R-091-2015 passed by Resolution of the City Council under Roll Call No. 2-6 of the City Council on the 10 day of August, 2015, 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

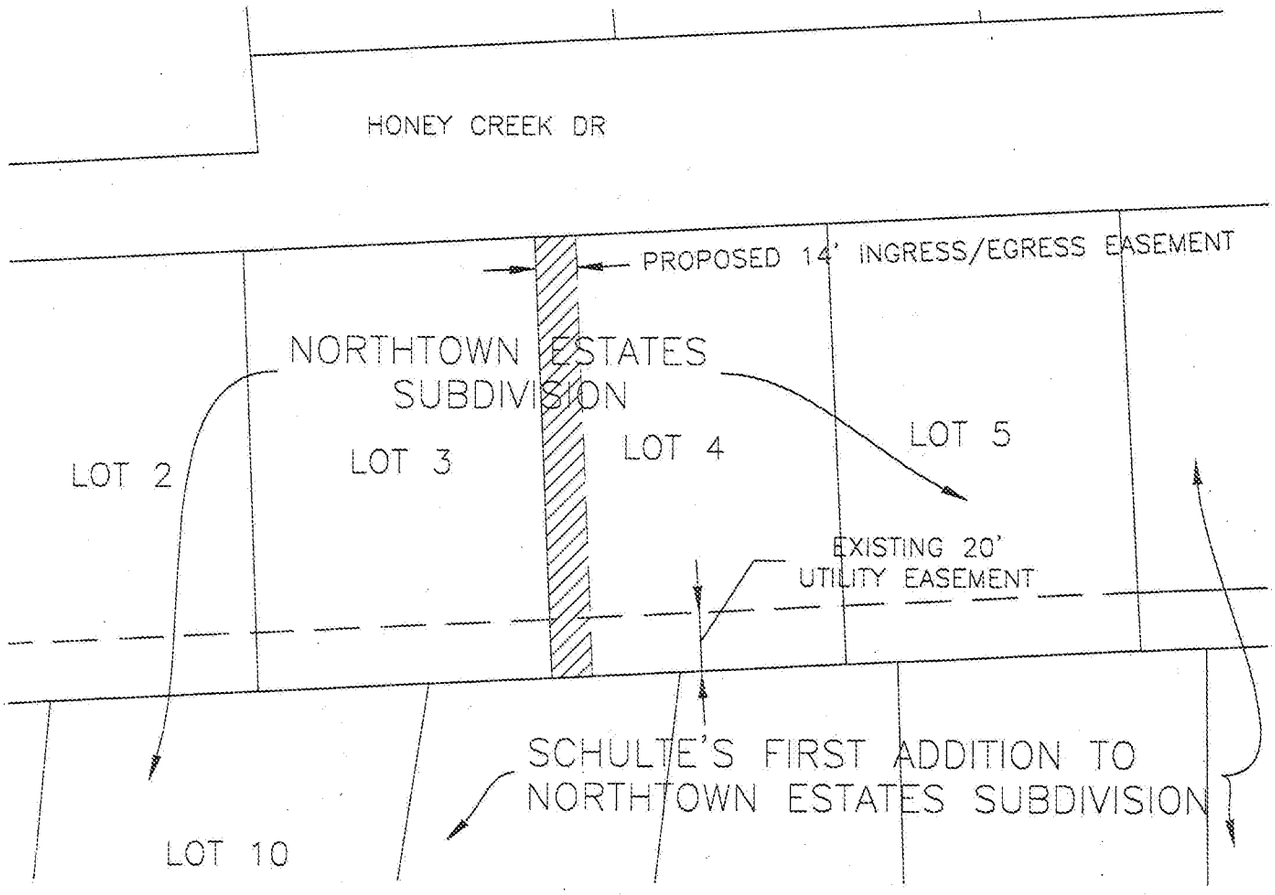
Notary Public for the State of Iowa

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

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

EASEMENT EXHIBIT A

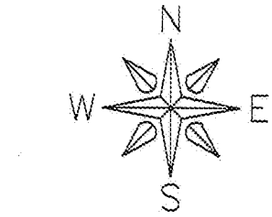
INGRESS/EGRESS EASEMENT
THE WEST 14' OF LOT 4, NORTHTOWN ESTATES SUBDIVISION, CITY OF MANCHESTER, DELAWARE COUNTY, IOWA



INGRESS/EGRESS EASEMENT: 14 FOOT INGRESS/EGRESS EASEMENT IN LOT 4, NORTHTOWN ESTATES SUBDIVISION, CITY OF MANCHESTER, DELAWARE COUNTY, IOWA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE WEST 14 FEET OF LOT 4, NORTHTOWN ESTATES SUBDIVISION, CITY OF MANCHESTER, DELAWARE COUNTY, IOWA, CONTAINING 0.048 ACRE (2,100 SQ. FT.), SUBJECT TO OTHER EASEMENTS OF RECORD.

PROPRIETOR:
EASTERN IOWA REGIONAL HOUSING AUTHORITY
REQUESTED BY:
CITY OF MANCHESTER

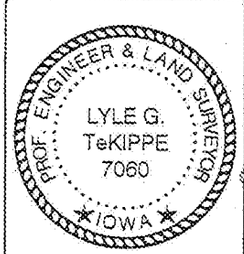


60' 30' 0 60'

GRAPHIC SCALE IN FEET
SCALE: 1"=60'

LEGEND

- EXISTING EASEMENT
- PROPOSED EASEMENT
- EASEMENT BOUNDARY



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. — 6-2-15 Date
License Number: 7060
My license renewal date is December 31, 2016.
Sheets covered by this seal: Sheet 1

FEHR GRAHAM
ENGINEERING & ENVIRONMENTAL
© 2015 FEHR GRAHAM

ILLINOIS
IOWA
WISCONSIN

G:\C3D\15\15-853\15-853D - Honey Creek Easement\15-853D.dwg

FLD BK: NA PG: NA

SURVEY WAS COMPLETED ON: NA

JOB NUMBER: 15-853D

SHEET NUMBER: 1 of 1