

Recorded: 3/6/2019 at 9:13:49.0 AM
County Recording Fee: \$157.00
Iowa E-Filing Fee: \$3.00
Combined Fee: \$160.00
Revenue Tax:
Delaware County, Iowa
Daneen Schindler RECORDER
BK: 2019 PG: 485

Type / Title of Document: Environmental Covenant

Return Document to:

Name: City of Manchester

Address: 208 East Main Street, Manchester, IA 52057

Telephone: (563) 927-3636

Preparer Information

Name: James T. Peters, Peters and Longmuir PLC

Address: 309 First Street East, Independence, IA 50644

Telephone: (319) 334-9992

Taxpayer Information:

Name: City of Manchester

Address: 208 East Main Street, Manchester, IA 52057

Telephone: (563) 927-3636

Grantor(s): City of Manchester

Holder(s) / Grantee(s): City of Manchester

Legal Description, including parcel identification number, if available:

See Attached

IOWA UNDERGROUND STORAGE TANK PROGRAM ENVIRONMENTAL COVENANT

This environmental covenant is established pursuant to Iowa Code (IC) chapter 455I entitled Uniform Environmental Covenants Act.

City of Manchester, Iowa, hereafter "grantor(s)," City of Manchester, Iowa, hereafter "holder(s)," and the Department of Natural Resources (Department) in its capacity as an agency of the State of Iowa, enter into this environmental covenant for the purpose of subjecting the property described below to certain activity and use limitations in accordance with the terms and conditions included herein pursuant to the authority granted to the Department in IC chapter 455I, IC § 455B.103(7), and Department rules in chapter 567 Iowa Administrative Code (IAC) 135.

1. Affected Property. The grantor(s) identified below is the fee title owner(s) of the property located at 314 and 304 West Main Street, Manchester, Iowa 52057 at which petroleum exists. The property is legally described as:

Lots 29 and 30, and the West 56.0 feet of Lot 28, Ballard's Subdivision of part of Lot I and of Lots M and N of Iowa Land Company's Subdivision of part of Manchester, Iowa, according to plat recorded in Book 1 Plats, Page 120, except any part included in Parcel No. 5 of Acquisition Plat – Amended, River Corridor Trail – Phase I, City of Manchester, Delaware County, Iowa, according to plat recorded in Book 6 Plats, Page 210.

Lot 27 of Ballard's Subdivision of part of Lot I and of Lots M and N of Iowa Land Company's Subdivision of part of Manchester, Iowa, according to plat recorded in Book 1 Plats, Page 120, except any part included in Parcel No. 6 of Acquisition Plat – Amended, River Corridor Trail – Phase I, City of Manchester, Delaware County, Iowa, according to plat recorded in Book 6 Plats, Page 210.

The West 33 feet of Lot 26 of Ballard's Subdivision of part of Lot I and of Lots M and N of Iowa Land Company's Subdivision of part of Manchester, Iowa, according to plat recorded in Book 1 Plats, Page 120, except any part included in Parcel No. 6 of Acquisition Plat – Amended, River Corridor Trail – Phase I, City of Manchester, Delaware County, Iowa, according to plat recorded in Book 6 Plats, Page 210.

The East 10 feet of Lot 28 of Ballard's Subdivision of Part of Lot I and of Lots M and N of Iowa Land Company's Subdivision of part of Manchester, Iowa, according to plat recorded in Book 1 Plats, Page 120.

Within the boundaries of the above described property is an area shown on Exhibit "A" attached hereto. The property shown on exhibit "A" is the affected property and will be referred to as "the property."

2. Risk Management and Institutional Controls. Impact7G, Inc. has conducted a soil and groundwater investigation and risk assessment (tiered site assessment) of the property in accordance with Department rules in chapter 567 IAC 135.

This assessment constitutes an environmental response project as defined in IC § 455I.2(5). The purpose of this environmental covenant is to manage the risk of future exposure to existing soil and/or groundwater contamination at the site by limiting specified land use activities at this property, establishing affirmative obligations, and enforcing the terms of this covenant.

3. Tiered Assessment Reports. Department files reference the UST source site located at 304 W. Main St., Manchester, Iowa 52057 by Registration No. #201700014, *LUST-9LTR97*.

4. Reopening. The signatories to this covenant acknowledge that failure of the activity and use limitations to serve their intended purpose including the prevention of exposure to contamination could result in the Department reopening its review and regulation of the contaminant condition on the property as provided under the terms of this covenant, IC chapters 455B and 455I, and applicable Department administrative rules.

5. Identity of Grantor(s) and Holder(s).

GRANTOR(S): City of Manchester, Iowa

HOLDERS: City of Manchester, Iowa

AGENCY: Iowa Department of Natural Resources

6. Representations and Warranties. The grantor(s) warrants to the other signatories to this covenant the following:

- a. The grantor is the sole fee title owner of the property;
- b. the grantor holds sufficient fee title to the property to grant the rights and interests described in this covenant free of any conflicting legal and equitable claims;
- c. the grantor has identified all other persons holding legal or equitable interests, including, but not limited to, contract buyers, mortgage holders, other consensual lienholders and lessees, and secured their consent either by signatures on this covenant or by a separate subordination and consent agreement attached.

7. Running with the Land. This environmental covenant is perpetual and runs with the land as provided in IC § 455I.9 until modified or terminated. The terms of this environmental covenant are binding on the grantors and all successors in interest, assigns and all transferees acquiring or owning any right, title, lien or interest in the property and

their heirs, successors, assigns, grantees, executors, administrators and devisees. The term "transferee," as used in this environmental covenant, shall mean any future owner of any interest in the property or any portion thereof, including, but not limited to, owners of an interest in fee simple, contract buyers, mortgagees, easement holders and/or lessees.

8. Activity and Use Limitations and Terms. The property is subject to the following activity and use limitations: no installations of underground confined spaces or sanitary sewers shall be allowed within the subject property.

Confined Space Language

No "confined spaces" as described in Iowa Department of Natural Resources Rule 567 Iowa Administrative Code 135.10(7) (soil vapor) shall be constructed within the area of the applicable receptor ID plume as specified in DNR rule 135.10(7) (soil vapor).

Confined spaces include basements in buildings occupied by humans. For reference, the area of the receptor ID plume which exceeds the Tier 2 default levels and zoning are shown on the attached map as Exhibit A.

Sanitary Sewer Language

Sanitary sewers shall not be constructed within any portion of the receptor ID plume which exceeds the Tier 2 default levels as specified in Iowa Department of Natural Resources Rule 135.10(7) (for soil vapor) if the sewer would be connected to a building occupied by humans within 200 feet of the point where sanitary sewer crosses over the actual or modeled plume. Sanitary sewers include the utility envelope and septic systems. For reference, the area of the receptor ID plume and zoning designations are shown on the attached map as Exhibit A .

9. Notice of Non-Compliance. Any property owner or subsequent transferee of an interest in the property shall notify the Department as soon as possible of conditions which would constitute a breach of the activity and use limitations in paragraph eight (8) if they have actual knowledge of these conditions or would reasonably be deemed to have knowledge within the normal course of administration of their property interest.

10. Notice to Lessees. Grantor, any holder with a property interest sufficient to grant a lease of the property, and any subsequent transferee shall incorporate the activity and use limitations of this covenant either in full or by reference to this instrument in any lease, license, or other instrument granting a right to possession of the property.

11. Access to Property. Reasonable access to the property is granted the Department or any authorized representative of the Department, public or private, for the purpose of implementation, monitoring and enforcement of the terms of this environmental covenant. The Department, its authorized representatives or other persons entitled to access shall provide the current owner of the property with reasonable notice, an explanation of the reasons for entry and the scope of onsite activities prior to access. Right of access includes, but is not limited to, the following activities:

- a. repair and maintenance of remedial action equipment, soil caps, groundwater monitoring wells and associated aboveground or subsurface structures
- b. fencing and other technological controls
- c. groundwater sampling and monitoring
- d. additional drilling
- e. construction of soil boring and/or groundwater monitoring wells
- f. other activities authorized or otherwise directed by the Department.

12. Groundwater Hazard Statement Notice. IC § 558.69 requires submission of a groundwater hazard statement and disclosure if “hazardous waste” exists on the property as defined in IC § 455B.411(3) or if the Department determines that solid waste exists on the property that is potentially hazardous. If hazardous waste is present, the groundwater hazard statement must state that the condition is being managed in accordance with Department rules. The signatories and all subsequent transferees required to submit a groundwater hazard statement under Iowa Code section 558.69 shall make reference to this environmental covenant in substantially the following form:

THE INTEREST CONVEYED IS SUBJECT TO
AN ENVIRONMENTAL COVENANT, DATED [date
month, day, year] RECORDED IN THE DEED OR
OFFICIAL RECORDS OF THE DELAWARE COUNTY
RECORDER ON [date month, day, year] IN [document,
book and page, or parcel number].

THE ENVIRONMENTAL COVENANT CONTAINS THE FOLLOWING ACTIVITY AND USE LIMITATIONS: NO INSTALLATIONS OF UNDERGROUND CONFINED SPACES OR SANITARY SEWERS SHALL BE ALLOWED WITHIN THE SUBJECT PROPERTY.

Confined Space Language

No “confined spaces” as described in Iowa Department of Natural Resources Rule 567 Iowa Administrative Code 135.10(7) (soil vapor) shall be constructed within the area of the applicable receptor ID plume as specified in DNR rule 135.10(7) (soil vapor).

Confined spaces include basements in buildings occupied by humans. For reference, the

area of the receptor ID plume which exceeds the Tier 2 default levels and zoning are shown on the attached map as Exhibit A.

Sanitary Sewer Language

Sanitary sewers shall not be constructed within any portion of the receptor ID plume which exceeds the Tier 2 default levels as specified in Iowa Department of Natural Resources Rule 135.10(7) (for soil vapor) if the sewer would be connected to a building occupied by humans within 200 feet of the point where sanitary sewer crosses over the actual or modeled plume. Sanitary sewers include the utility envelope and septic systems. For reference, the area of the receptor ID plume and zoning designations are shown on the attached map as Exhibit A.

13. Modification and Termination. Modification or termination of the terms of this covenant shall comply with the standards in IC chapter 455I and applicable Department administrative rules. The terms of this environmental covenant may be modified or terminated by written consent of the Director of the Department, the then current fee simple title owner and all original signatories (unless exempted under the provisions of IC § 455I.10(1)“c” in accordance with and subject to the provisions of IC § 455I.10). The termination or modification is not effective until the document evidencing consent of all necessary persons is properly recorded. If not by consent, any modification or termination of this environmental covenant shall be in accordance with IC § 455I.9 and such additional terms as specified in this covenant.

14. Enforcement. The terms of this environmental covenant may be enforced in a civil action for injunctive or other equitable relief by the signatories and those persons authorized by and in accordance with IC § 455I.11.

15. Severability. If any provision of this environmental covenant is found to be unenforceable in any respect, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired.

16. Governing Law. This environmental covenant shall be governed by and interpreted in accordance with the laws of the State of Iowa.

17. Recordation. Within thirty (30) days after Department approval of this environmental covenant, the grantor[s] shall record the environmental covenant in the same manner as a deed to the property with the Delaware County Recorder’s Office.

18. Effective Date. The effective date of this environmental covenant shall be the date upon which the fully executed environmental covenant has been properly recorded with the Delaware County Recorder’s Office.

19. Notice. Unless otherwise notified in writing by the Department, any document or communication required by this environmental covenant shall be submitted to:

Iowa Department of Natural Resources
UST Section Supervisor
Wallace State Office Building
502 E 9th Street
Des Moines, IA 50319

20. Subordination and Consent. The property is not subject to any subordinated interests.

21. Notice of Change in Ownership. Grantor(s) and holder(s) with sufficient property interest to convey a possessory interest in the property and any subsequent transferee with sufficient interest shall reference and incorporate the terms of this agreement into any subsequent instrument which conveys a possessory interest in the property.

ACKNOWLEDGMENTS

GRANTORS

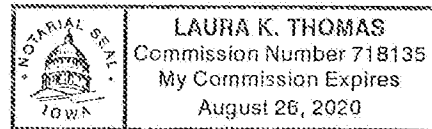
Milt L. Kramer Signed this 25th day of February, 2019.

Milt L. Kramer
Mayor, City of Manchester, Iowa

State of Iowa)
County of Delaware) ss.

On this 25th day of February, 2019, before me personally appeared Milt L. Kramer, know to me to be the Mayor of the City of Manchester, Iowa, who executed the foregoing instrument, and acknowledge that this person executed the same as his voluntary act and deed.

Laura K. Thomas
Laura K. Thomas, Notary Public for State of Iowa



HOLDERS

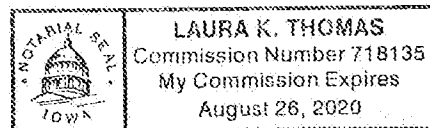
Milt L. Kramer Signed this 25th day of February, 2019.

Milt L. Kramer
Mayor, City of Manchester, Iowa

State of Iowa)
County of Delaware) ss.

On this 25th day of February, 2019, before me personally appeared Milt L. Kramer, know to me to be the Mayor of the City of Manchester, Iowa, who executed the foregoing instrument, and acknowledge that this person executed the same as his voluntary act and deed.

Laura K. Thomas
Laura K. Thomas, Notary Public for State of Iowa



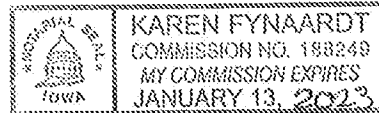
AGENCY:

(D) Signed this 8 day of February, 2019.
Bruce Trautman
Acting Director, Iowa Department of Natural Resources

State of Iowa)
County of Polk) ss.

On this 8 day of February, 2019, before me personally appeared Bruce Trautman, known to me to be the Acting Director of the Iowa Department of Natural Resources or the lawful designee of the Director who executed the foregoing instrument, and acknowledge that this person executed the same as his/her/their voluntary act and deed.

Karen Fynaardt
Notary Public for State of Iowa



IOWA ENVIRONMENTAL COVENANT **PROPERTY INTEREST FORM**

To: Iowa Department of Natural Resources (DNR)
Wallace State Office Building
902 E 9th Street
Des Moines, IA 50319

Re: Environmental Covenant Supporting Documentation
Subject Property Location: 314 and 304 West main Street, Manchester, Iowa
Source Site Location: 304 W Main St. Manchester, Iowa 52057
DNR File Reference: Reg. # 201700014, LUST-9LTR97

This document is submitted with the attached environmental covenant to certify that James T. Peters has conducted a thorough search of the real estate records and has identified the following legal and equitable interests in the property in accordance with Department rules in chapter 567 IAC 14.

DIRECTIONS: For each applicable section to the property at hand, include the following:

- Name as written on filed instrument
- Address and Phone Number of Party listed
- The book, page number, or file reference where the instrument describing the interest can be found
- A COPY of the instrument itself

FEE TITLE OWNER

1. The current fee title interests evidenced by a warranty deed, deed of trust or similar instrument:
 - a. **CITY OF MANCHESTER, IOWA**, pursuant to Warranty Deed from Kerndt Brothers Savings Bank dated December 22, 2016, and filed December 22, 2016, in Delaware County Recorder Book 2016, Page 3542.

Subject Property:

The West 33 feet of Lot 26 of Ballard's Subdivision of part of Lot I and of Lots M and N of Iowa Land Company's Subdivision of part of Manchester, Iowa, according to plat recorded in Book 1 Plats, Page 120, except any part included in Parcel No. 6 of Acquisition Plat – Amended, River Corridor Trail – Phase I, City of Manchester, Delaware County, Iowa, according to plat recorded in Book 6 Plats, Page 210.

Lot 27 of Ballard's Subdivision of part of Lot I and of Lots M and N of Iowa Land Company's Subdivision of part of Manchester, Iowa, according to plat recorded in Book 1 Plats, Page 120, except any part

included in Parcel No. 6 of Acquisition Plat – Amended, River Corridor Trail – Phase I, City of Manchester, Delaware County, Iowa, according to plat recorded in Book 6 Plats, Page 210.

Lots 29 and 30, and the West 56.0 feet of Lot 28, Ballard's Subdivision of part of Lot I and of Lots M and N of Iowa Land Company's Subdivision of part of Manchester, Iowa, according to plat recorded in Book 1 Plats, Page 120, except any part included in Parcel No. 5 of Acquisition Plat – Amended, River Corridor Trail – Phase I, City of Manchester, Delaware County, Iowa, according to plat recorded in Book 6 Plats, Page 210.

Excepting the following described property transferring

Lot 2 of Whitewater Park Subdivision, Part of Lots 26 and 27, and Lots 28, 29, and 30 of Ballard's Subdivision in the City of Manchester, Section 32-T89N-R5W, Delaware County, Iowa, according to plat recorded in Book 2017, Page 1464.

As recorded in the office of the Delaware County Recorder on 10/10/2017 in book 2017 page: 2804. Grantor: City of Manchester, Grantee Stephen Land Investments, LC

A copy of the deed transferring the property to the City is attached. The deed included in the exception shown above is also attached.

Subject Property

The East 10 feet of Lot 28 of Ballard's Subdivision of Part of Lot I and of Lots M and N of Iowa Land Company's Subdivision of part of Manchester, Iowa, according to plat recorded in Book 1 Plats, Page 120.

Deed holder
City of Manchester, Iowa
208 East main
Manchester, Iowa 52057
563 927 3636

The deed transferring the above property to the City of Manchester, Iowa is attached.

2. Current property interests evidenced by a "Quit Claim Deed":

None

CONTRACT INTEREST

1. Current contract buyers or assignees of contracts for the sale of the property:

- a. None

LEASEHOLDERS

1. All current leaseholders, whether recorded or not:
a.

MORTGAGES

1. None

LIENS

1. Any recorded liens against the property:

- a. _____

b. _____

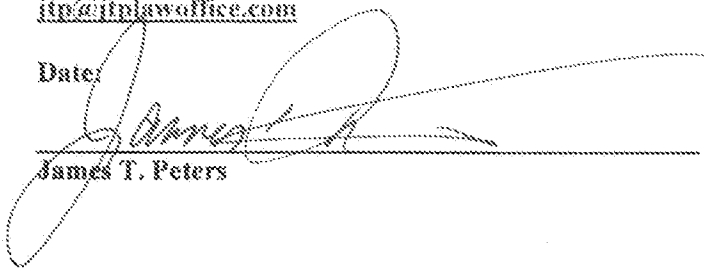
OTHER INTERESTS

1. Various easements for utilities, and other common similar easements are on the property.
2. See attached Public Ingress/Egress Easement dated 10/10/2017
3. See attached Public Storm Sewer Easement dated 10/10/2017.

Prepared By:

James T. Peters
Peters and Longmuir, PLC
309 First Street East
Independence, Iowa 50644
319 334 9992
jtp@jtlplawoffice.com

Date:



James T. Peters

Entered for taxation 27th day
of December A.D. 2016
By Cara K. Taylor Auditor
By P. Hildner Deputy

Recorded: 12/22/2016 at 3:57:33.0 PM
Fee Amount: \$17.00
Revenue Tax: \$375.20
Delaware County, Iowa
Daneen Schindler RECORDER
BK: 2016 PG: 3542
REV #500 DOV #486

Preparer Information: Erick J. Skogman, P.O. Box 1968, Cedar Rapids, IA 52406-1968, (319) 362-2137
Return Document To/Address Tax Statements: City of Manchester 208 East Main St. Manchester Iowa, 52027

WARRANTY DEED

For the consideration of Ten Dollars and other valuable consideration KERNDT BROTHERS SAVINGS BANK, an Iowa corporation organized and existing under the laws of the State of Iowa, does hereby convey to CITY OF MANCHESTER, IOWA the following described real estate in Delaware County, Iowa:

See Exhibit "A",

Subject to all easements, restrictions, covenants and conditions of record.

This deed expressly releases any and all claims, liens, and rights that grantor may have with respect to the above described property.

The Corporation hereby covenants with grantee, and successors in interest, that it holds the real estate by title in fee simple, that it has good and lawful authority to sell and convey the real estate; that the real estate is free and clear of all liens and encumbrances except as may be above stated; and it covenants to Warrant and Defend the real estate against the lawful claims of all persons except as may be above stated.

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.

Dated: 12/22, 2016

Kerndt Brothers Savings Bank

BY: [Signature]
Ben Guenther, Market President

STATE OF IOWA, COUNTY OF ~~DELAWARE~~ Linn

This instrument was acknowledged before me on this 22 day of December, 2016, by Ben Guenther, Market President of Kerndt Brothers Savings Bank.

[Signature]
Notary Public - State of Iowa

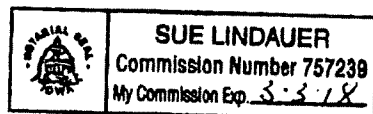


Exhibit A

The West 33 Feet of Lot 26 of Ballard's Subdivision of part of Lot "I" and of Lots "M" and "N" of Iowa Land Companies Subdivision of part of Manchester, Iowa, according to plat recorded in Book 1 Plats, Page 120, except any part included in Parcel Number 6 Of Acquisition Plat-Amended River Corridor Trail-Phase I, City of Manchester, Delaware County, Iowa, according to Plat Recorded in Book 6 Plats, Page 210.

AND

Lot 27 of, Ballard's Subdivision of part of Lot "I" and of Lots "M" and "N" of Iowa Land Companies Subdivision of part of Manchester, Iowa, according to plat recorded in Book 1 Plats, Page 120, except any part included in parcel number 6 Of Acquisition Plat-Amended, River Corridor Trail-Phase I, City of Manchester, Delaware County, Iowa, according to Plat Recorded in Book 6 Plats, Page 210.

AND

Lots 29 and 30, and the west 56 feet of Lot 28, Ballard's Subdivision of part of Lot "I" and of Lots "M" and "N" of Iowa Land Companies Subdivision of part of Manchester, Iowa, according to plat recorded in Book 1 Plats, Page 120, except any part included in Parcel Number 5 Of Acquisition Plat-Amended, River Corridor Trail-Phase I, City of Manchester, Delaware County, Iowa, according to Plat Recorded in Book 6 Plats, Page 210.

to

Nall Company, Inc.

Filed 5-12-1958

KNOW ALL MEN BY THESE PRESENTS, That Mary E. McKeag and Earnest R. McKeag, wife and husband of Bergen County, New Jersey; Arthur B. Hutchinson and Marian G. Hutchinson, husband and wife of Cochise County, Arizona and Hubert Carr and Iola Carr, husband and wife of Delaware County State of Iowa, in consideration of the sum of One and no/100 DOLLARS and other valuable considerations in hand paid by Nall Company, Incorporated of Johnson County, State of Iowa do hereby sell and convey unto the said Nall Company, Incorporated, and to its successors and assigns, the following described premises, situated in the County of Delaware and State of Iowa. To-wit:

Lots Twenty-nine (29) and Thirty (30), and the West Fifty-six (56) feet of Lot Twenty-eight (28), Ballard's Subdivision of part of Lot "I" and Lots "M" and "N" of Iowa Company's Subdivision of part of Manchester, Iowa; same being a part of the Northeast quarter of the Northwest Quarter of Section Thirty-two (32), Township Eighty-nine (89) North, Range Five (5) West of the 5th P.M.

<i>M.E.Mc</i> 3 ⁰⁰ United States Internal Revenue 4/14/58 DOCUMENTARY	<i>M.E.Mc</i> 3 ⁰⁰ United States Internal Revenue 4/14/58 DOCUMENTARY	<i>M.E.Mc</i> 3 ⁰⁰ United States Internal Revenue 4/14/58 DOCUMENTARY	<i>M.E.Mc</i> 50 ⁰⁰ United States Internal Revenue 4/14/58 DOCUMENTARY	<i>M.E.Mc</i> 40 ⁰⁰ United States Internal Revenue 4/14/58 DOCUMENTARY
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and we do hereby covenant with the said Nall Company, Incorporated, its successors and assigns, that we are lawfully seized of said premises, that they are free from incumbrance and that we have good right and lawful authority to sell and convey the same, and we, for ourselves, heirs and assigns do hereby covenant to Warrant and Defend the said premises against the lawful claims of all persons whomsoever no exceptions and the grantors aforesaid hereby relinquish all contingent rights, including the rights of dower and homestead which they or either of them have in and to said described premises.

Signed this 14 day of April 1958.

Mary E. McKeag
Earnest R. McKeag

Arthur B. Hutchinson
Marian G. Hutchinson
Hubert Carr
Iola Carr

STATE OF IOWA, Delaware County, ss.

On this 9th day of April, A.D. 1958, before me Glenn F. Barr a Notary Public within and for said Delaware County, Iowa, personally appeared Hubert Carr and Iola Carr, husband and wife, to me known to be the identical persons named in and who executed and whose names are affixed to the foregoing instrument as grantors and acknowledged the signing and execution of same to be their voluntary act and deed.

Witness my hand and Notarial Seal the day and date last above written.

(SEAL)

Glenn F. Barr
Notary Public in and for
Delaware County, Iowa

State of New Jersey, Bergen County, ss.

On this 14th day of April, A.D. 1958, before me George M. Cummings a Notary Public within and for said Bergen County, New Jersey, personally appeared Mary E. McKeag and Earnest R. McKeag, wife and husband, to me known to be the identical persons named in and who executed, and whose names are affixed to the foregoing instrument as grantors, and acknowledged the signing and execution of same to be their voluntary act and deed.

Witness my hand and Notarial Seal the day and date last above written.

(SEAL)

G. M. Cummings
Notary Public in and for
Bergen County, New Jersey
NOTARY PUBLIC OF NEW JERSEY
MY COMMISSION EXPIRES MAY 7, 1962

State of Arizona, Cochise County, ss.

On this 19th day of April, A.D. 1958, before me Everett J. Jones a Notary Public within and for said Cochise County, Arizona, personally appeared Arthur B. Hutchinson and Marian G. Hutchinson, husband and wife, to me known to be the identical persons named in and who executed, and whose names are affixed to the foregoing instrument as grantors and acknowledged the signing and execution of same to be their voluntary act and deed.

Witness my hand and Notarial Seal the day and date last above written.

(SEAL)

Everett J. Jones
Notary Public in and for
Cochise County, Arizona
My commission expires June 2, 1958.

Entered for taxation this 15th day of May A.D. 1958. A. V. LeClere, Auditor
By Mildred Welterlen, Deputy.
Filed for record this 12th day of May A.D. 1958, at 4:33 o'clock, P.M.
E. Grace Young, Recorder.

Re-Recorded in Book 24 Page 562

Recorded: 10/10/2017 at 1:27:56.0 PM
Fee Amount: \$17.00
Revenue Tax:
Delaware County, Iowa
Daneen Schindler RECORDER
BK: 2017 PG: 2806

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

PUBLIC INGRESS/EGRESS EASEMENT

KNOW ALL MEN BY THESE PRESENTS: That in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration paid to Stephen Land Investments LC, hereinafter referred to as Grantor, by the City of Manchester, hereinafter referred to as Grantee, the receipt of which is hereby acknowledged, the Grantor does hereby grant, bargain, sell, transfer and convey unto the Grantee, its successors and assigns, a perpetual easement. The Grantee shall have the right to construct, operate, inspect, repair, maintain an Ingress/Egress entrance over, across and through the land of the Grantor, situated in the City of Manchester, Delaware County, Iowa, said land being as follows:

The East 13.00 feet of the North 60.00 feet of Lot 31 of Ballard Subdivision in the City of Manchester, Section 32, Township 89 North, Range 5 West of the 5th P.M., Delaware County, Iowa, as recorded in Plat Book 1, Page 120, in the Office of the Delaware County Recorder's Office.

And said easement being shown on the attached easement exhibit.

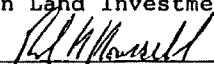
The consideration recited above shall constitute payment in full for any damage to the land of the Grantor, the estate's successors assigns and heirs, by reason of the installation, operation, and maintenance of the structures or improvements herein referred to. The Grantee covenants to maintain the easement in good repair so that no unreasonable damage will result from its use to the adjacent land of the Grantor, the successors and assigns. The provisions of this easement shall constitute a covenant running with the land for the benefit of the Grantee, its successors and assigns.

An additional Temporary Construction Easement, as shown on the attached easement plat, is granted during the initial construction period of the improvements. Grantee's use of the subject property shall be subject to a duty to return the property to a condition reasonably similar to its condition prior to use by the Grantee.

Dated this 22 day of Sept 2017.

GRANTOR ACKNOWLEDGEMENT

Stephen Land Investments, LC


GRANTOR

By Paul Roussell, Mgr.

State of Iowa

County of Delaware

SS

GRANTOR

This instrument was acknowledged before me on Sept. 22, 2017
by Paul Roussell as Manager of Stephen Land Investments LC.


Thomas J. Hanson
Notary Public

GRANTEE ACKNOWLEDGEMENT



CITY OF MANCHESTER

By: Milt L. Kramer
Milt L. Kramer, Mayor

By: Erin Learn
Erin Learn, City Clerk

(MUNICIPAL SEAL)

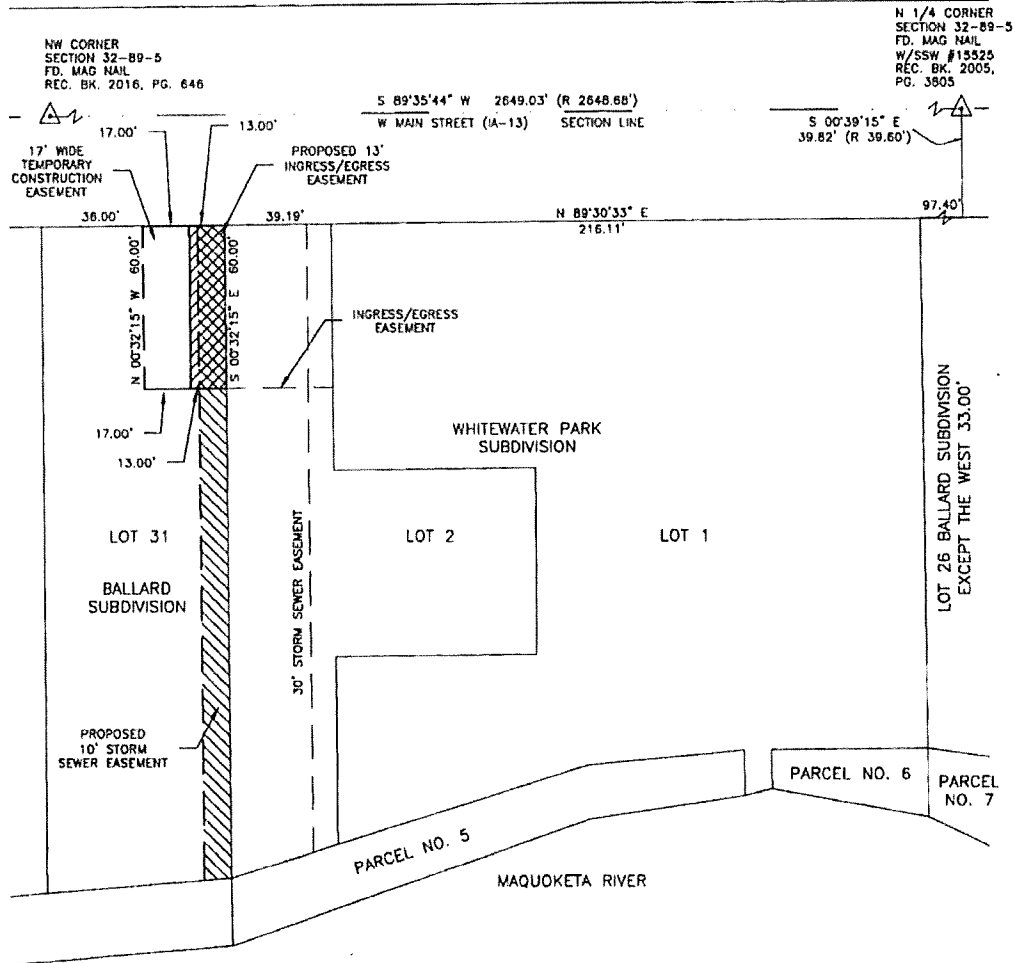
State of Iowa)
County of Delaware) SS.

On this 9 day of October, 2017, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Milt L. 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. 2-080 2017 passed by Resolution of the City Council under Roll Call No. - of the City Council on the 19 day of July, 2017, and Milt L. 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 in and for the State of Iowa James T. Peters

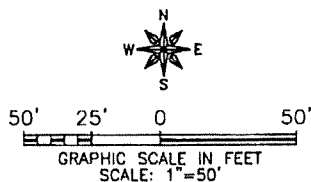


EASEMENT EXHIBIT
INGRESS/EGRESS AND STORM SEWER EASEMENT IN LOT 31
OF BALLARD'S SUBDIVISION IN THE CITY OF MANCHESTER,
SECTION 32-T89N-R5W
DELAWARE COUNTY, IOWA



LEGEND

	SECTION CORNER
	EXISTING PROPERTY LINE
	PROPOSED EASEMENT
(R)	PREVIOUSLY RECORDED AS
SSW	STAINLESS STEEL WASHER
	SECTION LINE



Recorded: 10/10/2017 at 1:27:54.0 PM
Fee Amount: \$17.00
Revenue Tax:
Delaware County, Iowa
Daneen Schindler RECORDER
BK: 2017 PG: 2805

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

PUBLIC STORM SEWER EASEMENT

KNOW ALL MEN BY THESE PRESENTS: That in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration paid to Stephen Land Investments LC, hereinafter referred to as Grantor, by the City of Manchester, hereinafter referred to as Grantee, the receipt of which is hereby acknowledged, the Grantor does hereby grant, bargain, sell, transfer and convey unto the Grantee, its successors and assigns, a perpetual easement. The Grantee shall have the right to construct, operate, inspect, repair, maintain and replace Storm Sewer over, across and through the land of the Grantor, situated in the City of Manchester, Delaware County, Iowa, said land being as follows:

The East 10.00 feet of Lot 31 of Ballard Subdivision in the City of Manchester, Section 32, Township 89 North, Range 5 West of the 5th P.M., Delaware County, Iowa, as recorded in Plat Book 1, Page 120, in the Office of the Delaware County Recorder's Office.

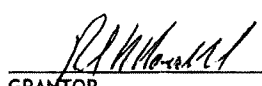
And said easement being shown on the attached easement exhibit.

The consideration recited above shall constitute payment in full for any damage to the land of the Grantor, the estate's successors assigns and heirs, by reason of the installation, operation, and maintenance of the structures or improvements herein referred to. The Grantee covenants to maintain the easement in good repair so that no unreasonable damage will result from its use to the adjacent land of the Grantor, the successors and assigns. The provisions of this easement shall constitute a covenant running with the land for the benefit of the Grantee, its successors and assigns.

Dated this 22 day of Sept 2017.

Stephen Land Investments, LC

GRANTOR ACKNOWLEDGEMENT

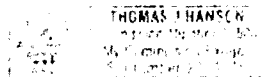

GRANTOR
By: Paul Roussell, Mgr.

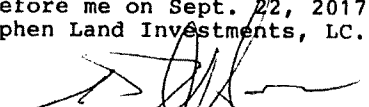
GRANTOR

State of Iowa

County of Delaware SS

This instrument was acknowledged before me on Sept. 22, 2017
by Paul Roussell as Manager of Stephen Land Investments, LC.


THOMAS J. HANSON
Notary Public


Thomas J. Hanson
Notary Public

GRANTEE ACKNOWLEDGEMENT



CITY OF MANCHESTER

By: Milt L. Kramer
Milt L. Kramer, Mayor

By: Erin Learn
Erin Learn, City Clerk

(MUNICIPAL SEAL)

State of Iowa)
) ss.
County of Delaware)

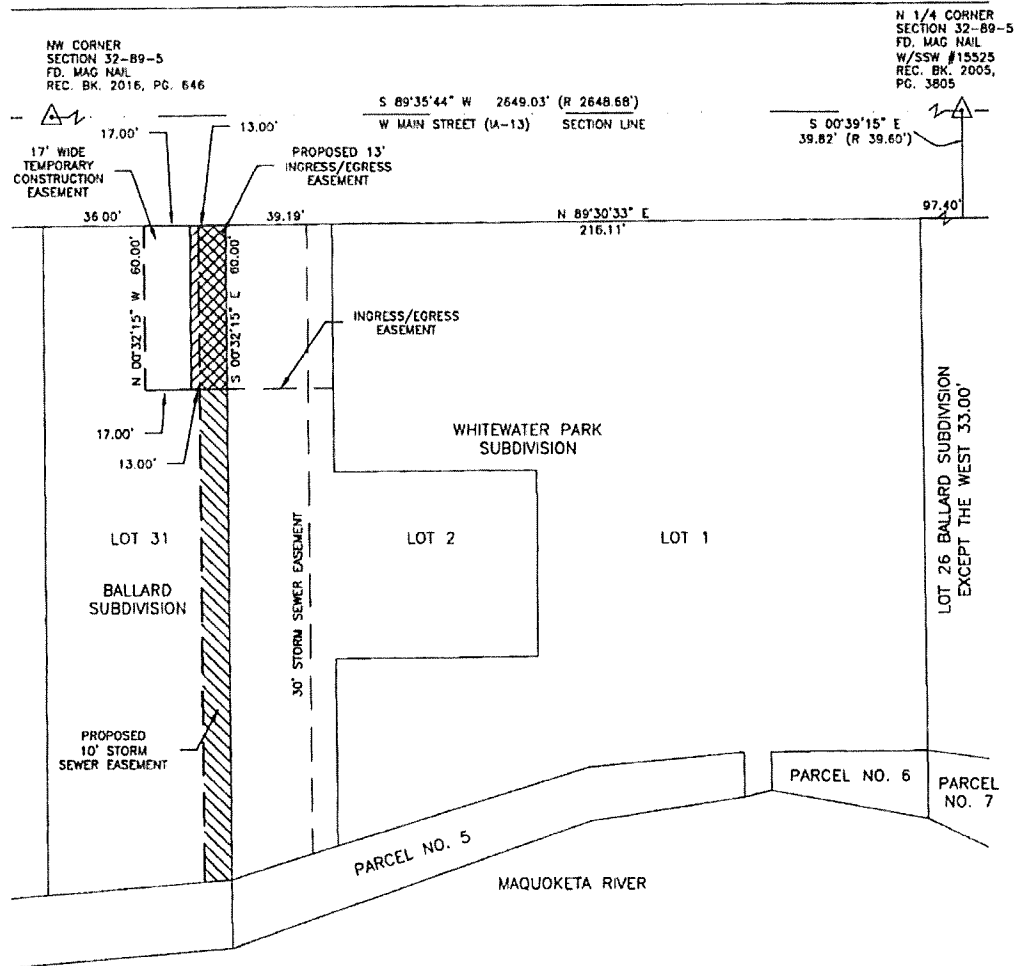
On this 9 day of Aug, 2017, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Milt L. Kramer and Erin Learn, to me personally known, did say that they are the Mayor and City Clerk, respectively, of the City of Manchester, Iowa; a municipal corporation; that 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. 1006-17 passed by Resolution of the City Council under Roll Call No. — of the City Council on the 19 day of July, 2017, and Milt L. 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 in and for the State of Iowa

James T. Petus



EASEMENT EXHIBIT
INGRESS/EGRESS AND STORM SEWER EASEMENT IN LOT 31
OF BALLARD'S SUBDIVISION IN THE CITY OF MANCHESTER,
SECTION 32-T89N-R5W
DELAWARE COUNTY, IOWA



LEGEND

	SECTION CORNER
	EXISTING PROPERTY LINE
	PROPOSED EASEMENT
(R)	PREVIOUSLY RECORDED AS
SSW	STAINLESS STEEL WASHER
	SECTION LINE



50' 25' 0 50'

GRAPHIC SCALE IN FEET
SCALE: 1"=50'

6/20/17/17-054 Manchester Riverfront, Ph 1/17-054 easement/eg. Easement

FEHR GRAHAM
ENGINEERING & ENVIRONMENTAL
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ILLINOIS
IOWA
WISCONSIN

JOB NUMBER:
17-054

SHEET NUMBER:
1 of 1

Recorder's Index
County: Delaware
Section: 32-T89N-R5W
Quarter Section: NE1/4-NW1/4
City: Manchester
Subdivision: Whitewater Park Subdivision
Block: N/A
Lot(s): 1 & 2
Proprietor: City of Manchester
Requested By: City of Manchester



Book 2017 Page 1464

Document 2017 1464 Type 06 002 Pages 22
Date 5/24/2017 Time 2:55:07PM
Rec Amt \$112.00

Daneen Schindler, RECORDER/REGISTRAR
DELAWARE COUNTY IOWA

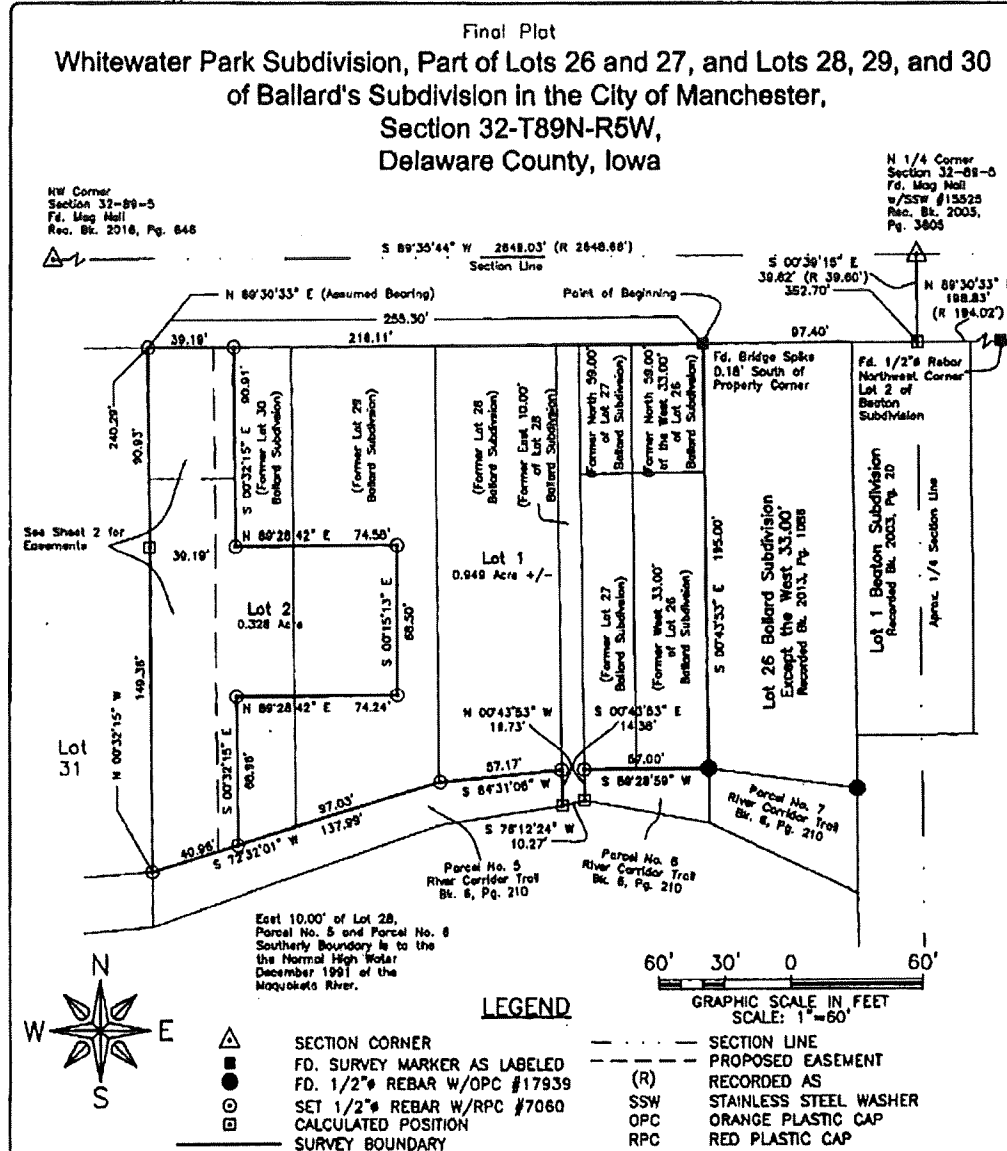
FILED
Delaware Co. Assessor

MAY 24 2017

FILED
Delaware Co. Auditor

MAY 24 2017

Prepared by/Return to: FEHR GRAHAM, 1819 210th Street, Manchester, IA 52057 - Ph. (563)927-2060



	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.	FEHR GRAHAM ENGINEERING & ENVIRONMENTAL 2016 FEHR GRAHAM	ILLINOIS IOWA WISCONSIN
	Lyle G. Tekippe, P.E. & P.L.S. License Number: 7060 My license renewal date is December 31, 2018. Sheets covered by this seal: Sheet 1 through 2	Date: 3-7-17	G:\C30\18-953\18-953 Legal.dwg FLD BK: Del. Co. Delaware Twp #1 PG: 40-41 SURVEY WAS COMPLETED ON: February 17, 2017

Thence South 00°43'53" East, 14.38 feet, more or less, along the East Line of said Lot 28 to the Northerly Line of the Maquoketa River;

Thence South 76°12'24" West, 10.27 feet, being a meander line, along the Northerly Line of the Maquoketa River (Normal High Water Mark in December of 1991) to the West Line of the East 10.00 feet of said Lot 28 and the East Line of Parcel No. 5 of River Corridor Trail as recorded in Book 6, Page 210, in the Delaware County Recorder's Office, Manchester, Iowa;

Thence North 00°43'53" West, 16.73 feet, more or less, along the West Line of the East 10.00 feet of said Lot 28 and said East Line to the Northeast Corner of said Parcel No. 5;

Thence South 84°31'08" West, 57.17 feet along the North Line of said Parcel No. 5 to the East Line of Lot 29 of said Ballard's Subdivision;

Thence South 72°32'01" West, 137.99 feet continuing along the North Line of said Parcel No. 5 to the West Line of Lot 30 of said Ballard's Subdivision and Northwesterly Corner of said Parcel No. 5;

Thence North 00°32'15" West, 240.29 feet along said West Line of Lot 30 to the North Line of said Ballard's Subdivision;

Thence North 89°30'33" East, 255.30 feet along said North Line to the Point of Beginning;

Containing 1.277 Acres, more or less, subject to easements of record.

(See plat attached to this original survey description.)

References are hereby made to a Survey and Plat made by J. David Gibbs, recorded August 28, 1992, in Book 6, Page 210; to a Survey and Plat made by Lyle G. TeKippe, recorded January 23, 2008, in Book 2008, Page 238; to a Survey and Plat made by Lyle G. TeKippe, recorded January 2, 2003, in Book 2003, Page 20; to a Survey and Plat made by J. David Gibbs, recorded February 18, 2004, in Book 2004, Page 492; to a Survey and Plat made by Randall L. Rattenborg, recorded March 28, 2013, in Book 2013, Page 1088, to a Survey and Plat made by Paul Ilg, recorded November 1, 1905, in Plat Book 1, Page 120; all on file in the Delaware County Recorder's Office, Manchester, Iowa.

OWNER'S ACKNOWLEDGMENT

We, Milt Kramer, Mayor, and Erin Learn, City Clerk, do hereby certify that the Whitewater Park Subdivision, in the City of Manchester, Delaware County, as shown by the attached plat, is made with our free consent and in accordance with our desire on behalf of the City of Manchester. We hereby dedicate all easements shown to the public.



Milt Kramer
Milt Kramer, Mayor

Erin Learn
Erin Learn, City Clerk

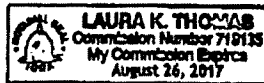
State of Iowa)

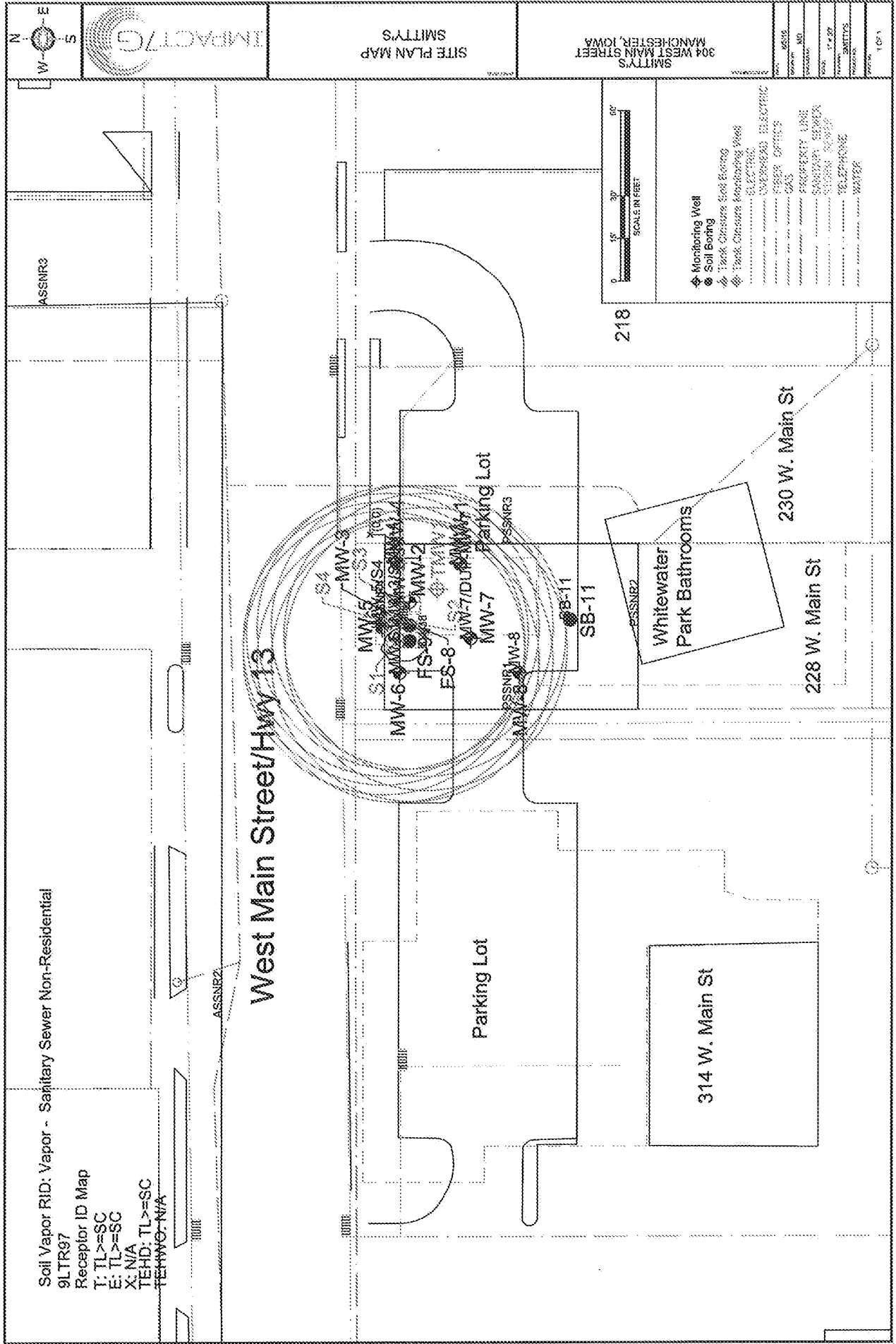
ss.

County of Delaware)

On this 5 day of May, 2017, 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, who, being by me duly sworn, did say that they are the Mayor and City Clerk respectively, of the City of Manchester; that the seal affixed thereto is the corporate seal of the corporation; that said instrument was signed and sealed on behalf of said corporation, by authority of its City Council, as contained in Ordinance No. 2-14 passed Resolution adopted by the City Council, under Roll Call No. 2-14 of the City Council on the 24 day of April 2017, and that Milt Kramer and Erin Learn as such officers 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





Whitewater Park Subdivision, Part of Lots 26 and 27, and Lots 28, 29, and 30 of Ballard's Subdivision in the City of Manchester, Section 32-T89N-R5W, Delaware County, Iowa

NW Corner
Section 32-89-5
Fd. Mag Nail
Rec. Bk. 2016, Pg. 646

Soil Vapor RID: Vapor - Confined Space Non-Residential
9L TR97
Receptor ID Map
T: TL>=SC
E: TL>=SC
X: NA
TEHD: TL>=SC
TEHWO: TW/A

N 1/4 Corner
Section 32-89-5
Fd. Mag Nail
w/SSW #15525
Rec. Bk. 2005,
Pg. 3805

N 89°30'33" E
39.82' (R 39.80')
S 00°39'15" E
39.82' (R 39.80')
N 89°30'33" E
198.83'
(R 194.02')

Lot 1
0.949 Acre +/-

Lot 2
0.328 Acre

Lot 26
0.328 Acre

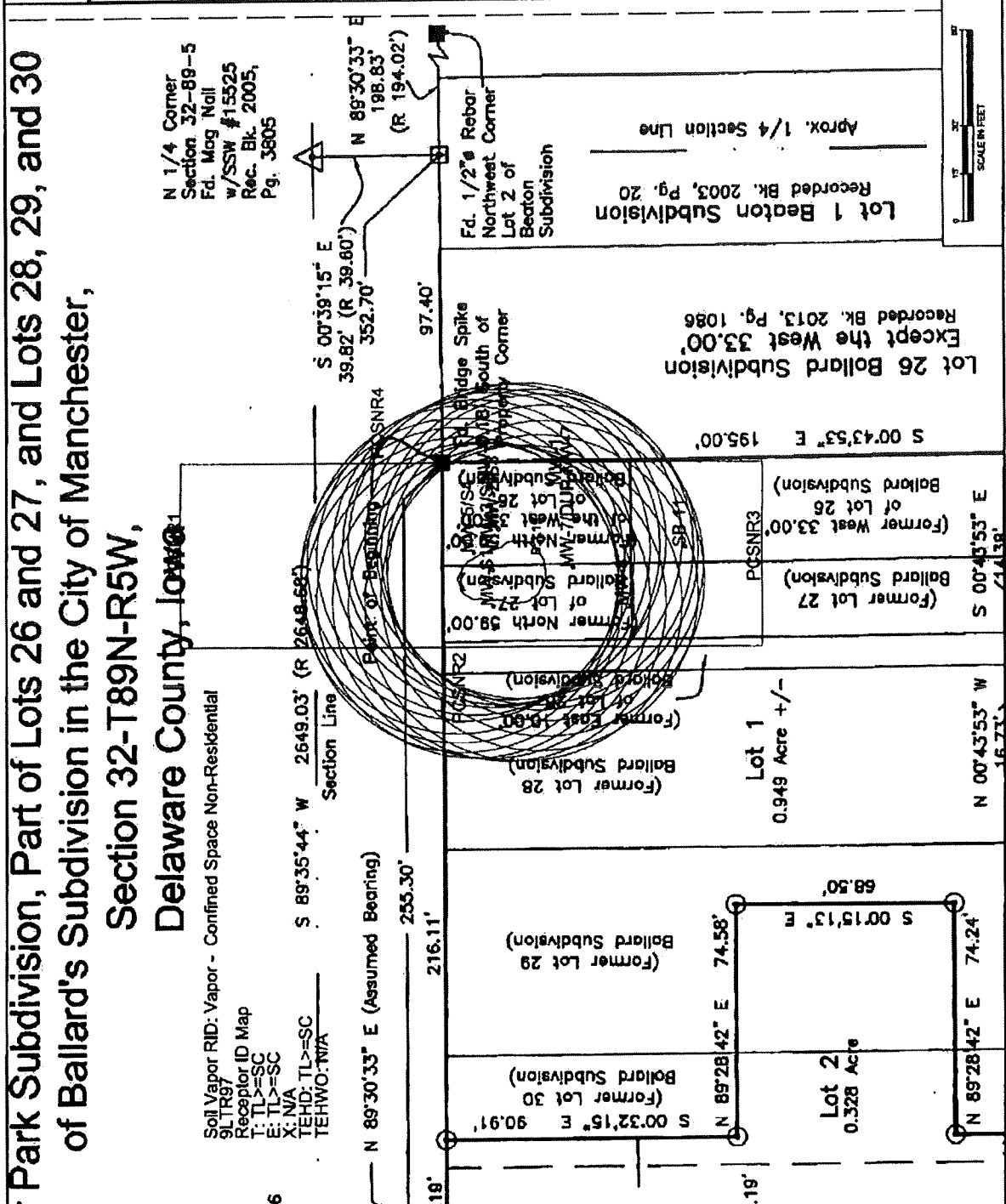
Lot 27
0.328 Acre

Lot 28
0.328 Acre

SITE PLAN MAP
SMITTY'S

SMITTY'S
304 WEST MAIN STREET
MANCHESTER, IOWA

Scale: 1" = 20'



TEHWO: N/A

Parking Lot

314 W. Main St

230 W. Main St

228 W. Main St

SMITH'S
304 WEST MAIN STREET
MANCHESTER, IOWA

7040630007	DATE	6/3/15
	LOCATION	MISSOURI
	ADDRESS	MISSOURI
	PHONE	1" x 500
	PLANT	301155
	TRACTOR	TRACTOR
	PRICE	1.00

2015

2. Monitoring Well

Soil Sampling

[illegible]

Journal of Management Education 32(1)

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 3. *What are the implications of the study?*
 4. *What are the limitations of the study?*
 5. *What are the conclusions of the study?*
 6. *What are the recommendations of the study?*
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Abstract

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Groundwater Professional Summary Statement

Subject: Former Gas Station (Smitty's) located at 304 West Main Street, in Manchester, Iowa 52057
Registration No. 201700014 **LUST No. 9LTR97**

Impact7G, Inc. is seeking to establish a restrictive environmental covenant to be placed on the deed of the above referenced property owned by the City of Manchester. This restrictive environmental covenant will limit the potential risk posed by contamination at the site (see Exhibit A for Soil Contamination Plume Maps) by prohibiting the placement of "confined spaces" and sanitary sewers as defined in Iowa Department of Natural Resources Rule 567 Iowa Administrative Code 135.10(7).

The placement of this restrictive environmental covenant on the deed of the property will allow for the reclassification of the Soil - Potential Confined Space Non-Residential and Soil - Potential Sanitary Sewer Non-Residential Pathways to No Action Required, thus reclassifying the entire site to No Further Action.

Sincerely,
Impact7G, Inc.

A handwritten signature in black ink that reads "Megan Down". The signature is written in a cursive, flowing style.

Megan Down
Project Manager CGP# 2008