

Recorded: 8/30/2021 at 1:52:06.0 PM
County Recording Fee: \$27.00
Iowa E-Filing Fee: \$3.00
Combined Fee: \$30.00
Revenue Tax:
Delaware County, Iowa
Daneen Schindler RECORDER
BK: 2021 PG: 3097

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 Dennis and Kathy Meisgeier (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 City's trunk sewer line along the north side of said parcel.

Parcel 1, Part of Lot 3 of W.C. Mawe Subdivision, Section 33-T89N-R5W, City of Manchester, Delaware County, Iowa.

The easement area is more particularly described as:

*Ingress/Egress Easement, Beginning at the Northeasterly Corner of Parcel 1;
Thence South 02° 18' 30" West, 12.02 feet;
Thence South 88° 43' 00" West, 158.01 feet;
Thence North 82° 32' 05" West, 54.29 feet;
Thence South 89° 03' 55" West, 174.62 feet;
Thence North 04° 10' 25" East, 12.05 feet;
Thence North 89° 03' 55" East, 174.43 feet;
Thence South 82° 32' 05" East, 54.25 feet;
Thence North 88° 43' 00" East, 157.85 feet to the Point of Beginning;
(see Exhibit A attached);*

(hereinafter called "Easement Area") for the purpose of the Jurisdiction to access the City's trunk sewer line along the North side of said parcel

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 10 day of DECEMBER, 2018.

GRANTOR ACKNOWLEDGEMENT

Dennis R Meisgeier
GRANTOR
Kathy D. Meisgeier
GRANTOR

CORPORATE ACKNOWLEDGMENT

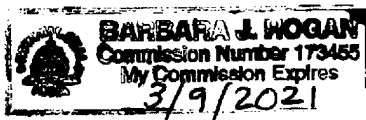
STATE OF IOWA)
) SS.
COUNTY OF DELAWARE)

On this 21 day of October, 2018, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Dennis Meisgeier and Kathy Meisgeier, to me known, who, being by me duly sworn, did say that they are the Dennis Meisgeier, and Kathy Meisgeier 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 _____ and _____ acknowledged the execution of the instrument to be the voluntary act and deed of the corporation, by it and by them voluntarily executed.

Notary Public in and for the State of Iowa

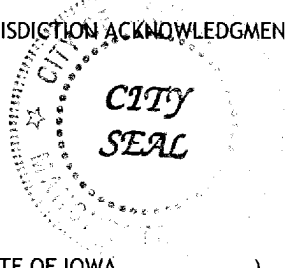
STATE OF Iowa)
) SS:
COUNTY OF Delaware)

On this 21 day of November, 2018, before me, the undersigned, a Notary Public in and for the State of Iowa personally appeared Dennis Meisgeier _____ and Kathy Meisgeier 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.



Barbara J. Hogan
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)

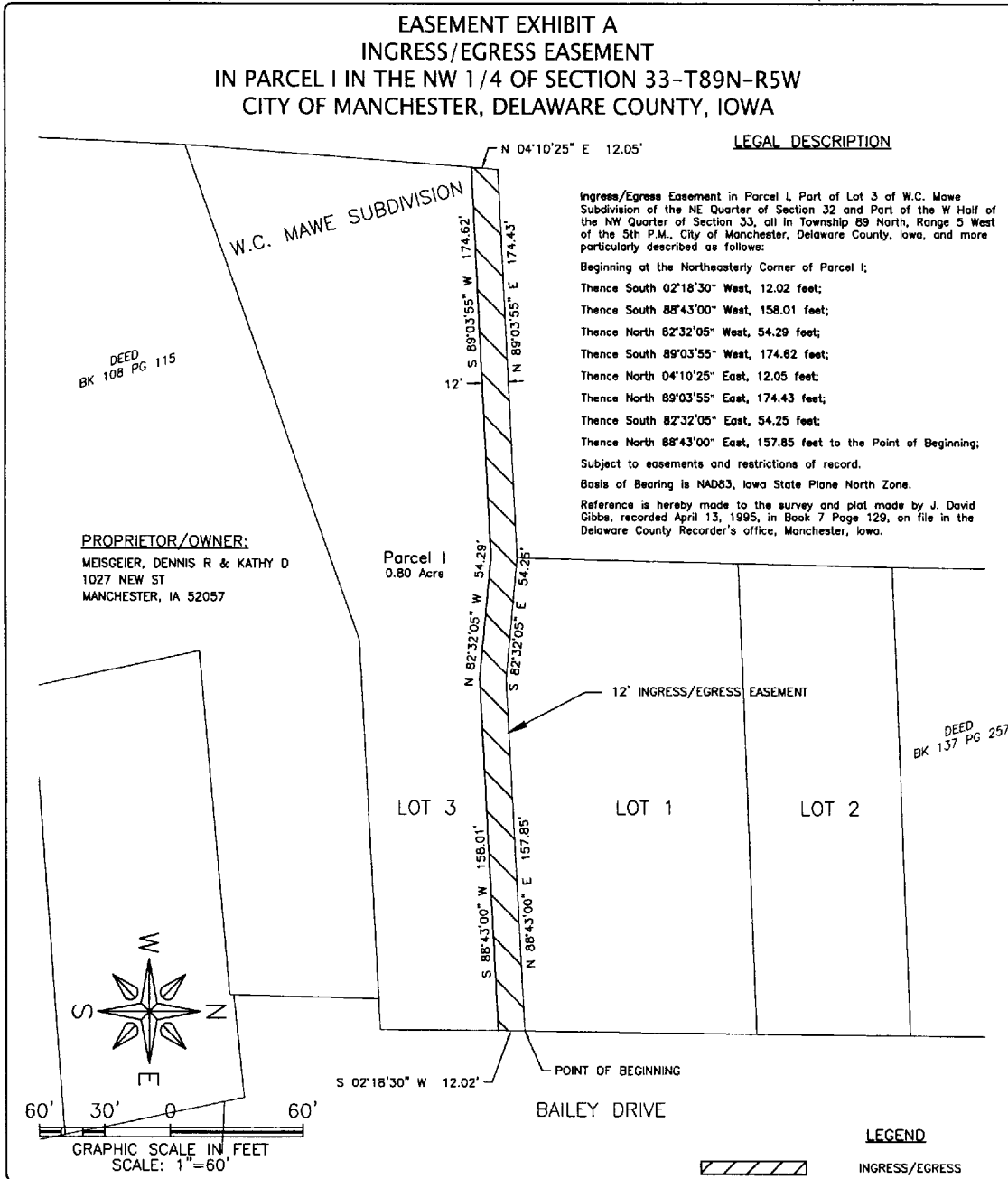
On this 12 day of DECEMBER, 2018, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Milt Kramer and Erin Learn, to me personally known, did say that they are the Mayor and City Clerk, respectively, of the City of Manchester, Iowa; a municipal corporation; that 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. 126-2018 passed by Resolution of the City Council under Roll Call No. 26 of the City Council on the 10 day of DECEMBER, 2018, 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.

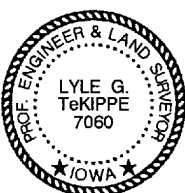
Laura K. Thomas
Laura K. Thomas, Notary Public



Recorder's Index	For Recorder's Use Only
County: DELAWARE	
Section: 33	
Quarter Section: NW	
City: MANCHESTER	
Subdivision: W.C. MAWE SUBDIVISION	
Block: N/A	
Lot(s): PARCEL 1	
Proprietor: DENNIS AND KATHY MEISGEIER	
Requested By: CITY OF MANCHESTER	

Prepared by/Return to: FEHR GRAHAM, 1919 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. Date _____ License Number: 7060 My license renewal date is December 31, 2018. Sheets covered by this seal: <u>THIS SHEET</u>		G:\C3D\18\18-853B\18-853B_ Easement.dwg	
	FLD BK: N/A PG: N/A		JOB NUMBER: 18-853B	
	SURVEY WAS COMPLETED ON: N/A		SHEET NUMBER: 1 of 1	