
Prepared By /Return To: Randall Rattenborg, PLS., 105 W. Main St., Manchester, IA 52057
Grantors: See below. Grantees: See below. Legal Description: See below
Documents or Instrument No. of Previously recorded document: ---- .

STORM WATER WETLAND EASEMENT

This Agreement, made of this 23 day of August, 2021, by and between Meadow Brook Trail, Inc., Party of the first Part; and the CITY OF MANCHESTER, IOWA, an Iowa Municipal Corporation, Party of the Second Part;

WITNESSETH:

Purposes and Intent. The purpose of this easement is to restore, protect, manage, maintain, and enhance the functional values of floodplains, wetlands, riparian areas, and other lands; and for the conservation of natural values including fish and wildlife and their habitat, water quality improvement, flood water retention, groundwater recharge, open space, aesthetic values, and environmental education. It shall be the responsibility of the City of Manchester to maintain the storm water wetlands as shown in the approved construction documents and maintenance plan.

Now therefore:

The Party of the First Part, in consideration of the sum of One Dollar (\$1.00) and other valuable consideration, receipt is hereby acknowledged, does hereby grant, bargain, sell and convey to the Party of the Second Part, its successors and assigns, forever, all rights, title and interest in the lands comprising the easement area described in Part I and appurtenant rights of access to the easement area, but reserving to the Landowner only those rights, title, and interest expressly enumerated in Part II. It is the intention of the Landowner to convey and relinquish any and all other property rights not so reserved. This easement shall constitute a servitude upon the land so encumbered; shall run with the land; and shall bind the Landowner, (the Grantor(s)), their heirs, successors, assigns, lessees, and any other person claiming under them for a period of twenty (20 years) after acceptance of the wetland improvements by resolution of the City Council. After expiration of the initial twenty-year period the easement will remain effective, however, either party may terminate the agreement by providing a six (6) month written notice to the other party.

SUBJECT, however, to all valid rights of record, if any.

PART I. Description of the Easement Area. The lands encumbered by this easement deed, referred to hereafter as the easement area, are as follows:

Lot B of Meadow Brook Trail Addition, according to the plat thereof recorded May 4, 2020, in Book 2020, Page 1311 Delaware County, Iowa

TOGETHER with a right of access for ingress and egress to the easement area across adjacent or other properties of the Landowner.

PART II. Reservation in the Landowner on the Easement Area. Subject to the rights, title, and interest conveyed by this easement to the City of Manchester; the Landowner reserves:

A. Title. Record title, along with the Landowner's right to convey, transfer, and otherwise alienate title to these reserved rights.

B. Quiet Enjoyment. The right of quiet enjoyment of the rights reserved on the easement area.

C. Control of Access. The right to prevent trespass and control access by the general public subject to the operation of State and Federal law.

PART III. Obligations of the Landowner. The Landowner shall comply with all terms and conditions of this easement, including the following:

A. Prohibitions. Without otherwise limiting the rights of the City of Manchester acquired hereunder, it is expressly understood that the rights to the following activities and uses have been acquired by the City of Manchester and, are prohibited of the Landowner on the easement area:

1. haying, mowing, or seed harvesting for any reason;
2. altering of grassland, woodland, wildlife habitat or other natural features by burning, digging, plowing, disking, cutting or otherwise destroying the vegetative cover;
3. dumping refuse, wastes, sewage, or other debris;
4. harvesting wood products;
5. draining, dredging, channeling, filling, leveling, pumping, diking, impounding, or related activities, as well as altering or tampering with water control structures or devices;
6. diverting or causing or permitting the diversion of surface or underground water into, within, or out of the easement area by any means;
7. building or placing buildings or structures on the easement area;
8. planting or harvesting any crop;
9. disturbing or interfering with the nesting or brood-rearing activities of migratory birds.

B. Noxious Plants and Pests. The City of Manchester is responsible for noxious weed control and emergency control of pests within the storm water wetland easement area.

C. Fences. Except for establishment cost incurred by the City of Manchester if shown in the approved construction documents, all other costs involved in installation and maintenance of fences and similar facilities shall be the responsibility of the Landowner.

D. Taxes. The Landowner shall pay any and all real property and other taxes and assessments, if any, which may be levied against the land.

E. Reporting. The Landowner shall report to the City of Manchester any conditions or events which may adversely affect the wetland, wildlife, and other natural values of the easement area.

PART IV. Allowance of compatible uses by the Landowner.

A. General. The City of Manchester may authorize, in writing and subject to such terms and conditions the City of Manchester may prescribe at its discretion, the use of the easement area for compatible uses by the Landowner.

B. Limitations. Compatible use authorization will only be made if, upon a determination by the City of Manchester in the exercise of its discretion and rights, that the proposed use is consistent with the long-term protection and enhancement of the floodplain, riparian, the wetland and other natural values of the easement area. The City of Manchester shall prescribe the amount, method, timing, intensity, and duration of the compatible use.

PART V. Rights of the City of Manchester. The rights of the City of Manchester include:

A. Management Activities. The City of Manchester shall have the right to enter unto the easement area to undertake, at its own expense, any activities (including removal of levees or other hydrologic alteration) to restore, protect, manage, maintain, enhance, and monitor the storm water wetland and other natural values of the easement area.

B. Access. The City of Manchester has a right of reasonable ingress and egress to the easement area over the Landowner's property, whether or not the property is adjacent or appurtenant to the easement area, for the exercise of any of the rights of the City of Manchester under this easement. The authorized representatives of the City of Manchester may utilize vehicles and other reasonable modes of transportation for access purposes. To the extent practical, the City of Manchester shall utilize the access identified in PART I.

C. Easement Management. The City of Manchester may delegate all or part of the management, monitoring or enforcement responsibilities under this easement to any entity authorized by law that the City of Manchester determines to have the appropriate authority, expertise and resources necessary to carry out such delegated responsibilities.

D. Violations and Remedies — Enforcement. The Parties agree that this easement deed may be introduced in any enforcement proceeding as the stipulation of the Parties hereto. If there is any failure of the Landowner to comply with any of the

provisions of this easement, the City of Manchester shall have any legal or equitable remedy provided by law and the right:

1. to enter upon the easement area to perform necessary work for prevention of or remediation of damage to the wetland of other natural values; and,
2. to assess all expenses incurred by the City of Manchester (including any legal fees or attorney fees) against the Landowner, to be owed immediately to the City of Manchester.

PART VI. General Provisions.

A. Successors in Interest. The rights granted to the City of Manchester shall accrue to any of its agents, successors, or assigns. All obligations of the Landowner under this easement deed shall also bind the Landowner's heirs, successors, agents, assigns, lessees, and any other person claiming under them. All the Landowners who are parties to this easement shall be jointly and severally liable for compliance with its terms.

B. Rules of Construction and Special Provisions. All rights in the easement area not reserved by the Landowner shall be deemed acquired by the City of Manchester. Any ambiguities in this easement deed shall be construed in favor of the City of Manchester to effect the wetland and conservation purposes for which this easement is being acquired.

TO HAVE AND TO HOLD, this Storm Water Wetland Easement is granted to the City of Manchester and its assigns forever. The Landowner covenants that he, she, or they are vested with good title to the easement area and will warrant and defend the same on behalf of the City of Manchester against all claims and demands. The Landowner covenants to comply with the terms and conditions enumerated in this document for the use of the easement area and adjacent lands for access, and to refrain from any activity not specifically allowed or that is inconsistent with the purposes of this easement.

(See next page for signature line and Notarial acknowledgement.)

In Witness Whereof we hereunto sign our names the day and year last above written.

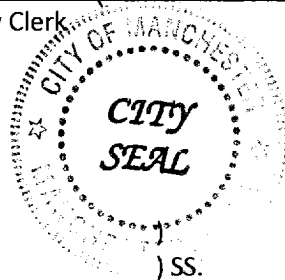
CITY OF MANCHESTER, IOWA

GRANTOR

By Milt Kramer
Milt Kramer, Mayor

By Meadow Brook Trail, Inc.
Meadow Brook Trail, Inc.

Erin Learn
Erin Learn, City Clerk



STATE OF IOWA

COUNTY OF DELAWARE)

On this 11th day of August, A.D. 2021, before me a Notary Public in and for said County, personally appeared Meadow Brook Trail, Inc., to me known to be the person(s) named and who executed the foregoing instrument, and acknowledged that they executed the same as their voluntary act and deed.

Laura K Thomas
Notary Public in and for said County



STATE OF IOWA)
) SS.
COUNTY OF DELAWARE)

On this 31 day of August, 2021, before me, JULIE A. SCHMITZ, a Notary Public in and for the State of Iowa, personally appeared Milt Kramer and Erin Learn, to me personally known, and, who, being by me duly sworn, did say that they are the Mayor and City Clerk, respectively, of the City of Manchester, Iowa; 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 the authority of its City Council, as contained in Resolution Number 095-2021 adopted by the City Council on the 23 day of AUGUST, 2021, and that Milt Kramer and Erin Learn acknowledge 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.

Julie A Schmitz
, Notary Public.
My Commission Expires

