

Prepared by/Return to:

Ryan M. Wicks, PE, FEHR GRAHAM, 221 E Main St, Suite 301, Manchester, IA 52057 – Ph (563)927-2060

PUBLIC STORM DRAINAGE 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 Hopkinton Community Church, hereinafter referred to as Grantor, by The City of Hopkinton, Iowa 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 - said easement being a 10-foot wide Storm Drainage 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 Hopkinton, Delaware County, Iowa, said land being as follows:

LOT 4, BLOCK 10, H.A. CARTER'S ADDITION, SECTION 13-- TOWNSHIP 87N-- RANGE 4W,
DELAWARE, IOWA.

And said easement being as follows:

SEE "Exhibit A".

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

1. ERECTION OF STRUCTURES PROHIBITED. Grantor shall not erect any landscaping or 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. TEMPORARY CONSTRUCTION EASEMENT. A temporary construction easement as shown on the attached easement plat, is granted during the initial construction period of the improvements.
7. DUTY OF THE GRANTEE. 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.

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.

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 2 day of September 2021.

GRANTOR ACKNOWLEDGEMENT

HOPKINTON COMMUNITY CHURCH

Kathy S. Pounds
GRANTOR council chair

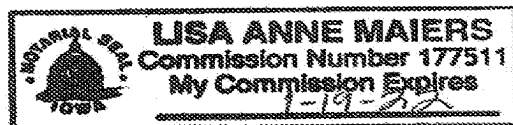
GRANTOR

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

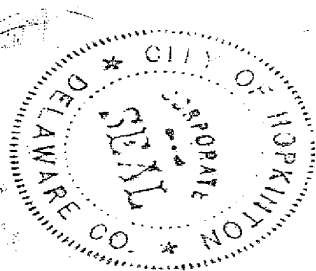
State of Iowa)
) SS.
County of Delaware)

On this 2nd day of September, 2021, before me a Notary Public in and for said county, personally appeared Kathy S. Pounds, to me personally known, who being by me duly sworn did say that person is council chair of said Church, that ~~(the seal affixed to said instrument is the seal of said~~ OR ~~no seal has been procured by the said)~~ Church, and that said instrument was signed ~~and sealed~~ on behalf of the said Church, by authority of its managers and ~~the said~~ Church acknowledged the execution of said instrument to be the voluntary act and deed of said Church, by it voluntarily executed.

Lisa Anne Maiers
Notary Public in and for the State of Iowa



GRANTEE ACKNOWLEDGEMENT



CITY OF HOPKINTON, IOWA

By: Michael Feldmann
Michael Feldmann, Mayor

By: Sarah Helle
Sarah Helle, City Clerk

(MUNICIPAL SEAL)

State of Iowa)

) SS.

County of Delaware)

On this 13 day of September, 2021, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Michael Feldmann and Sarah Helle, to me personally known, did say that they are the Mayor and City Clerk, respectively, of the City of Hopkinton, 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. 057022 passed by Resolution of the City Council on the 13 day of September, 2021, and Michael Feldmann and Sarah Helle 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.

Kristin L. Hucker

Notary Public in and for the State of Iowa

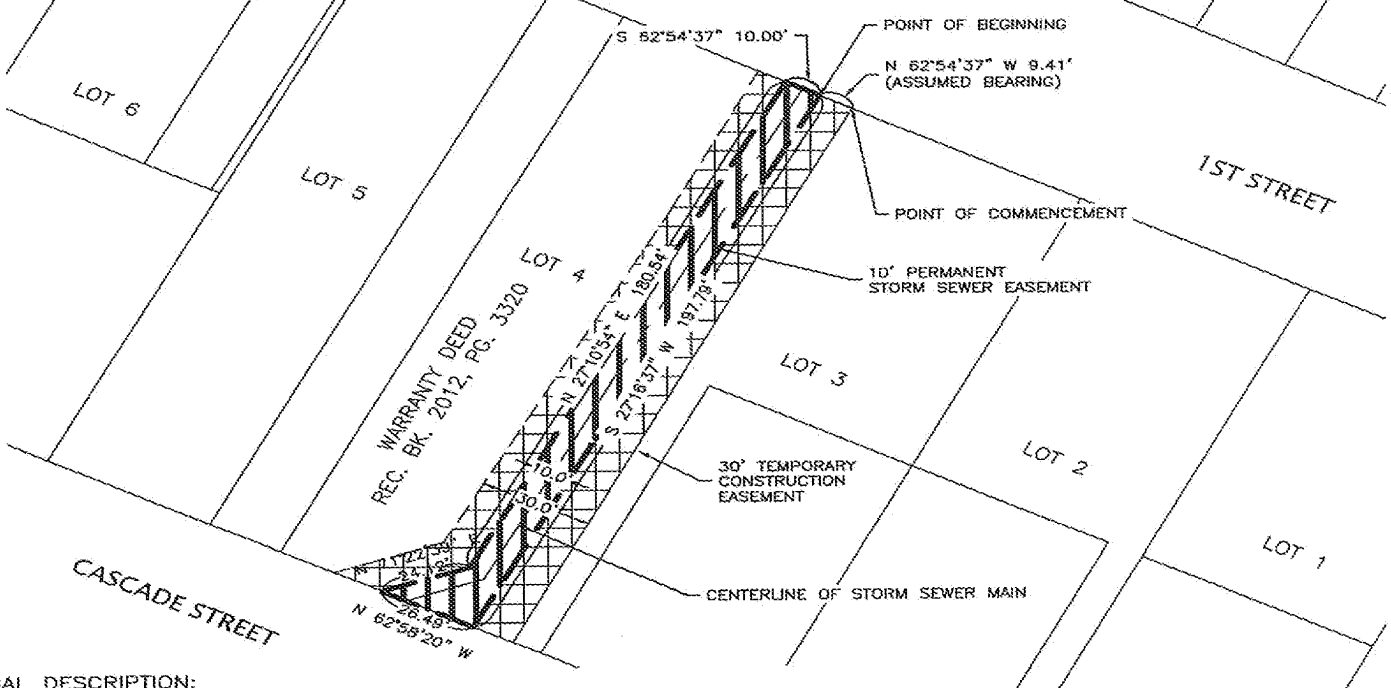


RECORDER'S INDEX	
COUNTY: DELAWARE	
SECTION: 13	
QUARTER SECTION: SE 1/4	
CITY: HOPKINTON	
SUBDIVISION: H.A. CARTER'S ADDITION	
BLOCK: BLK 10	
LOT(S): LT 4	
PROPRIETOR: HOPKINTON COMMUNITY CHURCH	
REQUESTED BY: CITY OF HOPKINTON	

FOR RECORDER'S USE ONLY

PREPARED BY/RETURN TO: FEHR GRAHAM, 221 EAST MAIN STREET, MANCHESTER, IA 52057 - PH: (563)927-2060

**EXHIBIT A
PERMANENT STORM DRAINAGE EASEMENT
LOT 4, BLOCK 10, H.A. CARTER'S ADDITION
CITY OF HOPKINTON, DELAWARE COUNTY, IOWA**



LEGAL DESCRIPTION:

COMMENCING AT THE NORTHEAST CORNER OF LOT 4 AS RECORDED IN BOOK, E.L.D., PAGE 529, ON FILE IN THE DELAWARE COUNTY RECORDER'S OFFICE, MANCHESTER, IOWA;

THENCE NORTH 62°54'37" WEST (ASSUMED BEARING), 9.41 FEET ALONG THE SOUTH RIGHT OF WAY OF 1ST STREET S.E. TO THE POINT OF BEGINNING;

THENCE SOUTH 27°16'37" WEST, 187.79 FEET TO THE NORTH RIGHT OF WAY LINE OR CASCADE STREET;

THENCE NORTH 62°58'20" WEST, 26.49 FEET ALONG SAID RIGHT OF WAY;

THENCE NORTH 71°22'39" EAST, 24.12 FEET;

THENCE NORTH 27°10'54" WEST 180.54 FEET TO THE SOUTH RIGHT OF WAY LINE OF 1ST STREET S.E.;

THENCE SOUTH 62°54'37" EAST, 10.00 FEET, ALONG SAID RIGHT OF WAY TO THE POINT OF BEGINNING;

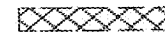
CONTAINING 2,090.40 SQUARE FEET (0.05 ACRE), SUBJECT TO OTHER EASEMENTS AND RESTRICTIONS OF RECORD.

50' 25' 0 50'
GRAPHIC SCALE IN FEET
SCALE: 1"=50'

LEGEND



PERMANENT STORM SEWER EASEMENT



TEMPORARY CONSTRUCTION EASEMENT

SURVEYOR:

FEHR GRAHAM
221 EAST MAIN ST
SUITE 301
MANCHESTER, IA 52057

PROPRIETOR/OWNER:

HOPKINTON COMMUNITY CHURCH
P.O. BOX 227
HOPKINTON, IA 52237

REQUESTED BY:

CITY OF HOPKINTON
115 1ST STREET SE
HOPKINTON, IA 52237



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.

Adam J. Recker
Adam J. Recker, P.L.S.
License Number: 24627
My license renewal date is December 31, 2021.
Sheets covered by this seal: SHEET 1

8-26-2021
Date

FEHR GRAHAM
ENGINEERING & ENVIRONMENTAL
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ILLINOIS
IOWA
WISCONSIN

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JOB NUMBER:
21-693

SHEET NUMBER:
1 of 1