

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 Murray Enterprises, Inc., 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 the Storm Sewer Drainage area 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 & 11, BLOCK 4, H.A. CARTER'S SECOND 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 30th day of August 2021.

GRANTOR ACKNOWLEDGEMENT

MURRAY ENTERPRISES, INC.

Pat Murray
GRANTOR

William J. Murray
GRANTOR

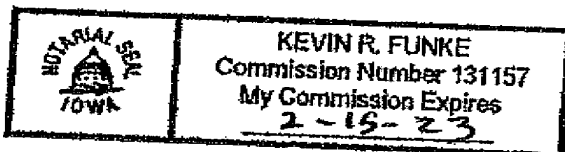


CORPORATE ACKNOWLEDGMENT

State of Iowa)
) SS.
County of Delaware)

On this 30th day of August, 20 21, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Patrick Murray and William Murray, to me known, who, being by me duly sworn, did say that they are the Vice Pres and President, 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 Patrick Murray and William Murray acknowledged the execution of the instrument to be the voluntary act and deed of the corporation, by it and by them voluntarily executed.

Kevin R. Funke
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 15th 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. 05-2022 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.

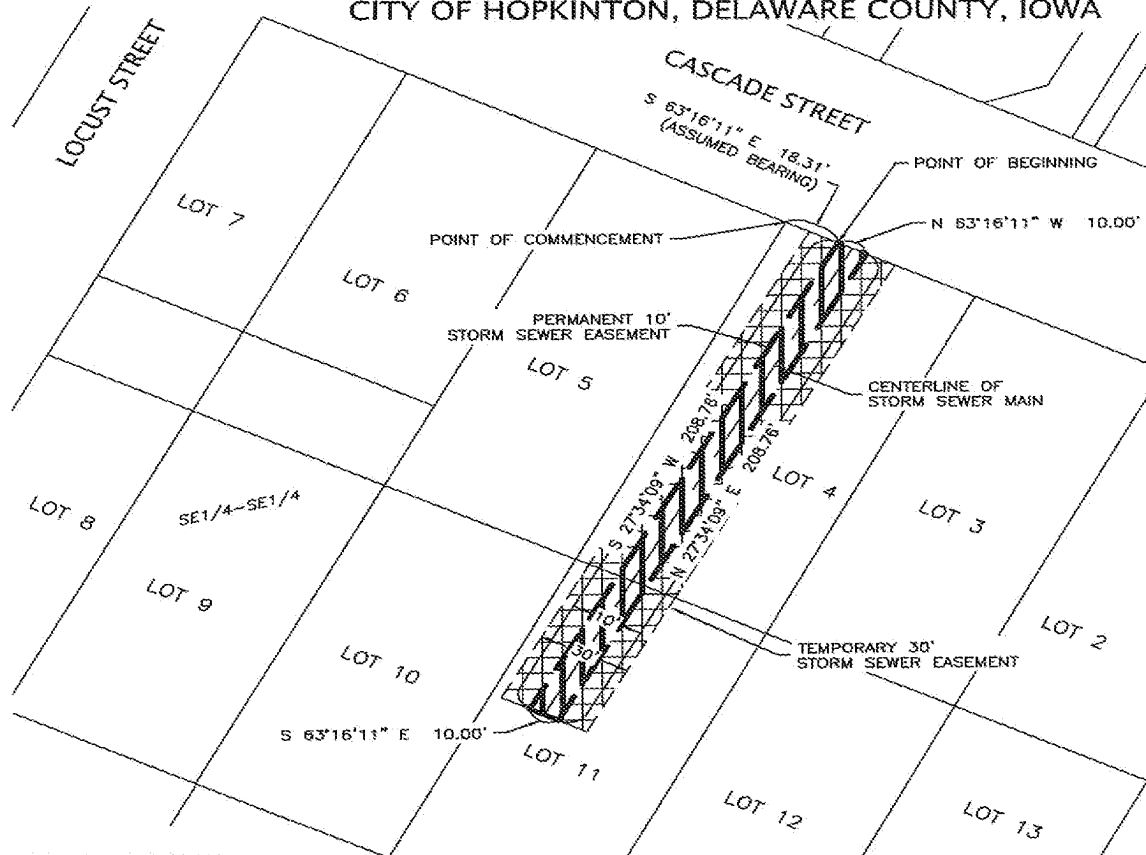
Kristin L. Hucker
Notary Public in and for the State of Iowa



RECORDER'S INDEX	
COUNTY: DELAWARE	FOR RECORDER'S USE ONLY
SECTION: 13	
QUARTER SECTION: SE 1/4	
CITY: HOPKINTON	
SUBDIVISION: H.A. CARTERS 2ND ADDITION	
BLOCK: BLK 4	
LOT(S): LTS 4 & 11	
PROPRIETOR: MURRAY ENTERPRISES INC.	
REQUESTED BY: CITY OF HOPKINTON	

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 & 11, BLOCK 4, H.A. CARTERS SECOND ADDITION
CITY OF HOPKINTON, DELAWARE COUNTY, IOWA



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

PROPRIETOR/OWNER:
 MURRAY ENTERPRISES INC.
 P.O. BOX 27
 HOPKINTON, IA 52237

REQUESTED BY:
 CITY OF HOPKINTON
 115 1ST STREET SE
 HOPKINTON, IA 52237

LEGAL DESCRIPTION:

COMMENCING AT THE NORTHWEST CORNER OF LOT 4, BLOCK 4, H.A. CARTERS SECOND ADDITION TO HOPKINTON IOWA AS RECORDED IN TOWN LOT DEED RECORD BOOK 2 PAGE 326 ON FILE IN THE DELAWARE COUNTY RECORDER'S OFFICE, MANCHESTER, IOWA;

THENCE SOUTH 63°16'11" EAST (ASSUMED BEARING), 18.31 FEET ALONG THE SOUTHERLY RIGHT-OF-WAY LINE OF CASCADE STREET TO THE POINT OF BEGINNING;

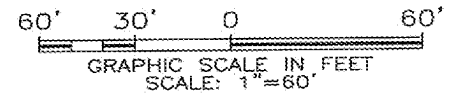
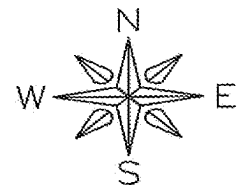
THENCE SOUTH 27°34'09" WEST, 208.76 FEET;

THENCE SOUTH 63°16'11" EAST, 10.00 FEET;



THENCE NORTH 27°34'09" EAST, 208.76 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF CASCADE ST;

THENCE NORTH 63°16'11" WEST, 10.00 FEET ALONG SAID RIGHT-OF-WAY TO THE POINT OF BEGINNING;

CONTAINING 2087.53 SQUARE FEET (0.05 ACRE), SUBJECT TO OTHER EASEMENTS AND RESTRICTIONS OF RECORD.



LEGEND

-  PERMANENT STORM SEWER EASEMENT
-  TEMPORARY CONSTRUCTION EASEMENT



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

8-20-2021
 Date

My license renewal date is December 31, 2021.
 Sheets covered by this seal: SHEET 1

FEHR GRAHAM
 ENGINEERING & ENVIRONMENTAL
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ILLINOIS
 IOWA
 WISCONSIN

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JOB NUMBER:
 21-693

SHEET NUMBER:
 1 of 1