

Recorded: 11/17/2023 at 2:05:45.0 PM
County Recording Fee: \$27.00
Iowa E-Filing Fee: \$3.50
Combined Fee: \$30.50
Revenue Tax:
Delaware County, Iowa
Daneen Schindler RECORDER
BK: 2023 PG: 2905

Prepared by/Return to: Fehr Graham, 221 East Main Street, Suite 301, Manchester, IA 52057 - Ph. 563.927.2060

PERMANENT RIGHT-OF-WAY EASEMENT

KNOW ALL MEN BY THESE PRESENTS: That in consideration of the removal of dead trees and subsidiary brush in the Temporary Construction Easement area and removal of fallen and standing dead trees and the removal of some living trees and brush in the Permanent Right-of-Way Easement area and other good and valuable consideration paid to Rick F. Kramer, hereinafter referred to as Grantor, by City of Hopkinton 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 0.761-acre Permanent Right-of-Way easement. The Grantee shall have the right to clear brush and trees, excavate, construct, operate, inspect, repair, maintain, and replace any items constructed in the Permanent Right-of-Way over, across and through the land of the Grantor, situated in the City of Hopkinton, Delaware County, Iowa, said land being as follows:

Permanent Right-of-Way Easement in part of Lots 3, 4 and 5 and all of Lot 6, of Block 3, and the Northerly part of vacated Packson Street, all in the original City of Hopkinton, Section 13, T87N, R4W, Delaware County, 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, structure, or utility over or within the Easement Area without obtaining the prior written approval of the Grantee.
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 Grantee.
3. RIGHT OF ACCESS. The Grantee shall have the right of access to the Easement Area and have all rights of ingress and egress reasonably necessary for the use, enjoyment, and maintenance 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 GRANTEE. This Easement shall not be binding until it has received the final approval and acceptance by the Grantee.
6. DUTY OF THE GRANTEE. Grantee's use of the subject property shall consist of clearing and grubbing standing and fallen trees, clearing brush, excavating for a stormwater detention area, installing storm sewer pipe and erosion control, spreading topsoil and seeding the area. The Grantee reserves the right to have access to maintain and mow the Easement Area as needed to achieve proper stormwater drainage and detention.

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 Exhibit, is granted during the construction period of the improvements. The Grantee will have the area of the Temporary Construction Easement cleared of dead trees and subsidiary brush during the project as per the request of the Grantor for compensation for the Permanent Right-of-Way Easement.

Dated this 23 day of October 2023.

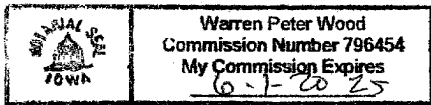
GRANTOR ACKNOWLEDGEMENT

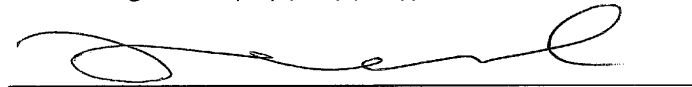

RICK F. KRAMER, GRANTOR

INDIVIDUAL ACKNOWLEDGMENT

State of Iowa)
) SS.
County of Delaware)

On this 23 day of October, 2023, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Rick F. Kramer, 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.




Notary Public in and for the State of Iowa

GRANTEE ACKNOWLEDGEMENT

CITY OF HOPKINTON

By: Cathy Harris
Cathy Harris, Mayor

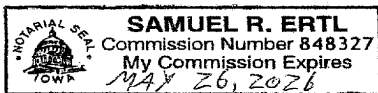
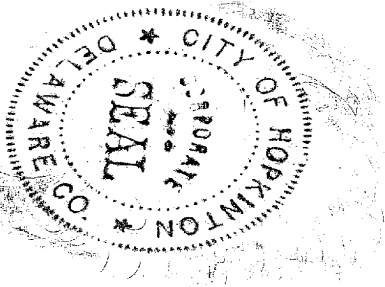
By: Sarah Helle
Sarah Helle, City Clerk

(MUNICIPAL SEAL)

State of Iowa)
) SS.
County of Delaware)

On this 13TH day of NOVEMBER, 2023, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Cathy Harris 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. ~~_____~~ Approved passed by Resolution of the City Council under Roll Call No. _____ of the City Council on the 13TH day of NOVEMBER, 2023, and Cathy Harris 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.

Samuel R Ertl
Notary Public in and for the State of Iowa

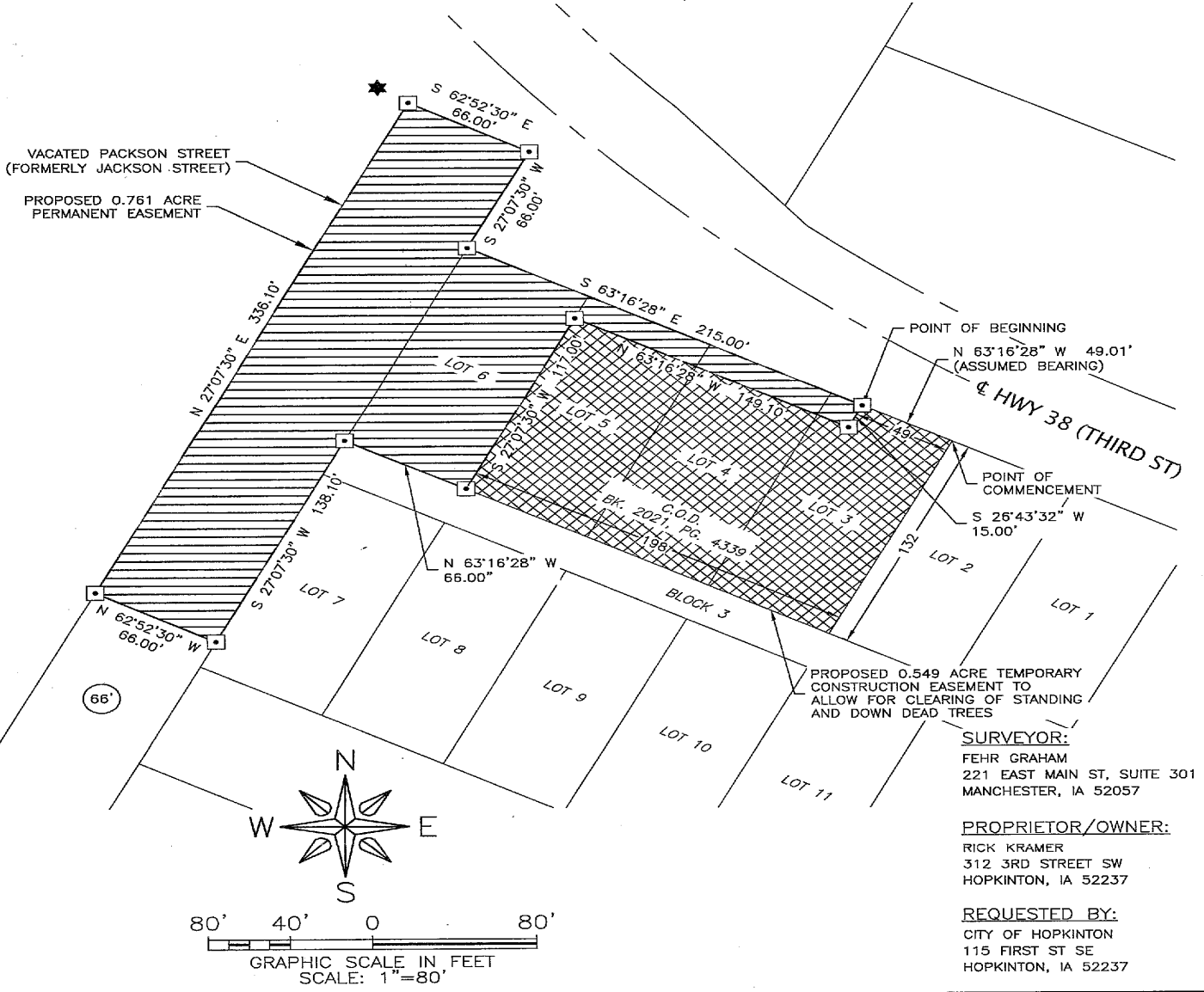


FOR RECORDER'S USE ONLY

RECORDER'S INDEX
COUNTY: DELAWARE
SECTION: 13-T87N-R4W
QUARTER SECTION: NE 1/4
CITY: HOPKINTON
SUBDIVISION: ORIGINAL TOWN OF HOPKINTON
BLOCK: 3
LOT(S): 4-6 AND PACKSON STREET
PROPRIETOR: RICK F. KRAMER
REQUESTED BY: CITY OF HOPKINTON

PREPARED BY/RETURN TO: FEHR GRAHAM, 221 EAST MAIN ST., SUITE 301 MANCHESTER, IA 52057 - PH: 563.927.2060

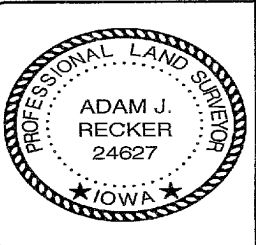
EXHIBIT A
PERMANENT RIGHT-OF-WAY EASEMENT
PERMANENT RIGHT-OF-WAY EASEMENT IN PART OF LOTS 3, 4, & 5, AND ALL OF
LOT 6, OF BLOCK 3, AND THE NORTHERLY PART OF VACATED PACKSON STREET,
ALL IN THE ORIGINAL CITY OF HOPKINTON, DELAWARE COUNTY, IOWA



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

PROPRIETOR/OWNER:
 RICK KRAMER
 312 3RD STREET SW
 HOPKINTON, IA 52237

REQUESTED BY:
 CITY OF HOPKINTON
 115 FIRST ST 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 10-10-2023
 Adam J. Recker, P.L.S. Date
 License Number: 24627
 My license renewal date is December 31, 2023.
 Sheets covered by this seal: SHEETS 1 THROUGH 2

FEHR GRAHAM ENGINEERING & ENVIRONMENTAL © 2023 FEHR GRAHAM	ILLINOIS
	IOWA
	WISCONSIN
G:\C3D\22\22-390 Hopkinton Streets\22-390 Easements.dwg	
	JOB NUMBER: 22-390
	SHEET NUMBER: 1 of 2



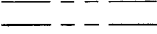
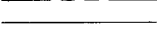
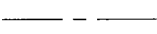




EXHIBIT A
PERMANENT RIGHT-OF-WAY EASEMENT
PERMANENT RIGHT-OF-WAY EASEMENT IN PART OF LOTS 3, 4, & 5, AND ALL OF
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ALL IN THE ORIGINAL CITY OF HOPKINTON, DELAWARE COUNTY, IOWA

LEGAL DESCRIPTION

PERMANENT RIGHT-OF-WAY EASEMENT IN PART OF LOTS 3, 4, & 5, AND ALL OF LOT 6, OF BLOCK 3, AND THE NORTHERLY PART OF VACATED PACKSON STREET, ALL IN THE ORIGINAL CITY OF HOPKINTON, DELAWARE COUNTY, IOWA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF LOT 2, OF SAID BLOCK 3;
 THENCE NORTH 63°16'28" WEST (ASSUMED BEARING), 49.01 FEET ALONG THE SOUTHERLY RIGHT-OF-WAY LINE OF 3RD STREET AND IOWA HIGHWAY 38 TO THE POINT OF BEGINNING;
 THENCE SOUTH 26°43'32" WEST, 15.00 FEET;
 THENCE NORTH 63°16'28" WEST, 149.10 FEET TO THE EAST LINE OF LOT 6 OF SAID BLOCK 3;
 THENCE SOUTH 27°07'30" WEST, 117.00 FEET ALONG SAID EAST LINE TO SOUTH LINE OF SAID LOT 6;
 THENCE NORTH 63°16'28" WEST, 66.00 FEET ALONG SAID SOUTH LINE TO THE EASTERLY RIGHT-OF-WAY LINE OF VACATED PACKSON STREET;
 THENCE SOUTH 27°07'30" WEST, 138.10 FEET ALONG SAID EASTERLY RIGHT-OF-WAY LINE;
 THENCE NORTH 62°52'30" WEST, 66.00 FEET TO THE WESTERLY RIGHT-OF-WAY LINE OF VACATED PACKSON STREET;
 THENCE NORTH 27°07'30" EAST, 338.10 FEET ALONG SAID WESTERLY RIGHT-OF-WAY LINE TO THE NORTHERLY LINE OF THE ORIGINAL PLAT OF HOPKINTON;
 THENCE SOUTH 62°52'30" EAST, 66.00 FEET ALONG SAID NORTHERLY LINE TO EASTERLY RIGHT-OF-WAY LINE OF VACATED PACKSON STREET;
 THENCE SOUTH 27°07'30" WEST, 66.00 FEET ALONG SAID EASTERLY RIGHT-OF-WAY LINE TO THE SOUTHERLY RIGHT-OF-WAY LINE OF 3RD STREET AND IOWA HIGHWAY 38;
 THENCE SOUTH 63°16'28" EAST, 215.00 FEET ALONG SAID SOUTHERLY RIGHT-OF-WAY TO THE POINT OF BEGINNING;
 CONTAINING 0.761 ACRES, SUBJECT TO OTHER EASEMENTS AND RESTRICTIONS OF RECORD.

LEGEND

-  FOUND RIGHT-OF-WAY RAIL
-  CALCULATED POSITION
-  EXISTING RIGHT-OF-WAY
-  PROPOSED RIGHT-OF-WAY
-  EXISTING PROPERTY LINE
-  EXISTING CENTERLINE ROAD
-  RED PLASTIC CAP
-  RIGHT-OF-WAY WIDTH
-  PERMANENT RIGHT-OF-WAY EASEMENT