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POLLY J. GLASCOCK, RECORDER

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This document was prepared by and when recorded return to: Jennifer L. Drake, Hubbell Realty Company, 6900 Westown Parkway, West Des Moines, Iowa 50266-2520, (515) 280-2057

SPACE ABOVE THIS LINE FOR RECORDER

STORM SEWER EASEMENT

KNOW ALL MEN BY THESE PRESENTS: That H-CM, L.L.C., an Iowa limited liability company, (hereinafter "Grantor"), in consideration of the sum of One Dollar (\$1.00) to be paid by the City of Norwalk, Iowa, and other good and valuable consideration, the receipt of which is hereby acknowledged by the Grantor, does hereby sell, grant and convey unto the CITY OF NORWALK, IOWA, an Iowa municipal corporation, ("City"), a perpetual Storm Sewer Easement under, over, through and across the real estate described as follows (hereinafter the "Easement Area"):

58349

A parcel of land being used for Public Storm Sewer Easement located in the Official Plat The Legacy Commercial Plat 1, now in and forming a part of the City of Norwalk, Warren County, Iowa, being more particularly described as follows

Beginning at the SE corner of Brownstones at The Legacy Plat 1; thence N01°08'36"E along the east line of said plat; 65.31 feet; thence easterly along a 775 foot radius curve to the northwest right of way line of Colonial Parkway, 621.57 feet (chord bears S71°11'25"E, 605.05 feet); thence southwesterly along a 440 foot radius curve along said line to the South corner of The Legacy Commercial Plat 1, 66.74 feet (chord bears S29°28'54"W, 66.67 feet); thence northwesterly along a 710 foot radius curve along the Southwestern property line of The Legacy Commercial Plat 1 to the point of beginning, 589.69 feet (chord bears N70°51'39"W, 572.89 feet), said parcel contains 0.91 Acres (39,422 square feet),

for the purpose of the City constructing, reconstructing, repairing, enlarging and maintaining the storm sewer, together with necessary appurtenances thereto, over, under, through and across said Easement Area.

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

1. **Erection of Structures Prohibited.** Grantor shall not erect any structure, building, or fence over or within the Easement Area without obtaining the prior written approval of the City 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 City Engineer.
3. **Maintenance of Easement.** Each owner or occupant of a Lot upon which this Easement Area lies shall keep and preserve that portion of the Easement Area within such owner or occupant's property in good repair and condition at all times, and shall not plant or permit to grow any trees or vegetative growth which might reasonably be expected to obstruct or impair the Storm Sewer.

4. **Right of Access.** The City 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.
5. **Easement Runs With Land.** This Easement shall be deemed to run with the land and shall be binding upon Grantor and Grantor's successors and assigns.
6. **Property to be Restored.** Upon completion of any construction, reconstruction, repair, enlargement or maintenance by the City of the Storm Sewer Easement Area or necessary appurtenances thereto, the City shall restore the Easement Area in a good and workmanlike manner to in substantially its condition immediately prior to such work, including by sodding or seeding.

Grantor does hereby covenant with the City 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 covenants to Warrant and Defend the said premises against the lawful claims of all persons whomsoever, except for the rights of the electric company or companies, the gas company or companies, the telephone company or companies, and the cable television company or companies providing electrical, gas, telephone or cable television services and the public utility easements over the same easement area as granted in this document.

Each of the undersigned hereby relinquishes all rights of dower, homestead and distributive share, if any, in and to the interest conveyed by this Easement.

Words and phrases herein, including the acknowledgment hereof, shall be construed as in the singular or plural number, as masculine or feminine gender, according to the context.

Signed this 20th day of July, 2007.

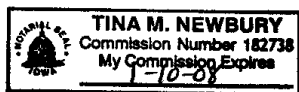
H-CM, L.L.C
By: Hubbell Realty Company, Managing Member

By: *Dan D. Dutcher*
Dan D. Dutcher, Vice President

By: *Jennifer L. Drake*
Jennifer L. Drake, Assistant Secretary

STATE OF IOWA)
) SS.
COUNTY OF DALLAS)

On this 20th day of July, 2007, before me the undersigned, a Notary Public in and for the State of Iowa, personally appeared Dan D. Dutcher and Jennifer L. Drake, to me personally known, who, being by me duly sworn, did say that they are the Vice President and Assistant Secretary, respectively, of Hubbell Realty Company, the Managing Member of **H-CM, L.L.C.**, an Iowa limited liability company, executing the within and foregoing instrument; that the instrument was signed on behalf of said corporate Managing Member by authority of its Board of Directors and on behalf of the limited liability company by authority of the Members; and said Dan D. Dutcher and Jennifer L. Drake, as such officers, acknowledged the execution of the instrument to be the voluntary act and deed of the corporate Managing Member and the limited liability company, by each entity and by them voluntarily executed.



Tina M. Newbury
Notary Public in and for said State