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City of Hiawatha

Community Development Department

Building, Zoning, Code Enforcement & Development

101 Emmons St., Hiawatha Iowa, 52233-1697
PHONE (319) 294-2929 FAX (319) 393-1516

Purpose: Final Plat Recommendation **Date: 04/26/2016**

To: City Council

Name of Plan: Longfellow Square 10th Addition

Address: Preliminary Plat Longfellow Square (1999) **Zone**: C-4
1071 Longfellow Square -Lot 1

Number of Lots: One lot on Longfellow Drive.

Reviewed by: Patrick Parsley, Community Development Director

Description:
This is part of the Preliminary Plat of Longfellow Square submitted and approved in 1999. The plan of improvements was submitted with the Preliminary plat.

This plat differs from the preliminary plat with the elimination of a cul de sac and a reconfiguration of accessing streets. A site plan was submitted with this final plat indicating the possible construction of four buildings on a single lot. The site plan for the first building complies with the Hiawatha UDC and is being approved by staff. A new site plan will be submitted for each successive building.

Report:
City Staff has reviewed the plat and has found issues regarding storm water management and ownership arrangements that conflict with City standards for utilities and street access. The owner has resubmitted the storm water plans and has written a Development Agreement clarifying access, parking and utility agreements which will delineate ownership and maintenance responsibilities for the associated platted lots. The improvements for this plat are intended to remain private and will continue to be maintained by the property owners. The agreement grants authority to the City of Hiawatha to have access and control of all water shut offs within the development.

Recommendation: Community Development and the P&Z Commission support approval of this final Plat which includes the revised storm water plan and recorded development agreement.

City of Hiawatha
Engineering Department

101 Emmons St., Hiawatha Iowa, 52233-1697
PHONE (319) 393-1515 ext. 511 FAX (319) 393-1516

To: **Planning Zoning Commission** **Date:** **April 21, 2016**

From: John Bender PE, City Engineer

Re: **Longfellow Square 10th Addition**

Description: Final Plat Approval

Report:

Engineering has reviewed the above Final Plat for Longfellow 10th Addition. There are no public improvements to be installed as part of this plat. The site plan can be approved with the submittal of a developer's agreement that outlines the shared responsibility of water main, sanitary sewer, parking lots, access, and storm water management facilities. This agreement needs to be recorded with the Final Plat as the only process to make it binding if the lots are later sold to other parties.

Engineering recommends approval of this Final Plat with the submittal of a developer's agreement to be approved by the City Council and recorded with Linn County.

If you need any further information, please let me know.

Prepared By and Return To: Dennis J. McMenimen, Shuttleworth & Ingersoll, P.L.C., P.O. Box 2107, Cedar Rapids, IA 52406-2107; (319) 365-9461

DECLARATION OF CROSS EASEMENTS

This Declaration of Cross Easements ("Declaration") is made by **INDABA PROPERTIES, LLC,** an Illinois limited liability company ("Indaba"), and **LONFELLOW SQUARE, L.C.**, an Iowa limited liability company ("LFS") as of April 27, 2016 on behalf of each Indaba and LFS and their respective successors and assigns.

Recitals

A. Indaba is the Owner of the Indaba Property, as defined below.

B. LFS is the Owner of the LFS Property, as defined below.

C. LFS was the developer of the Indaba Property, LFS Parcel 1, LFS Parcel 2 and LFS Parcel 3 with the intention that such properties, together with LFS Parcel 4, when it is developed, will constitute an integrated development consisting of multiple platted lots on which are or will be located office or commercial buildings that share reciprocal access rights, private utility services, private sanitary sewer lines and private storm sewer, drainage and detention systems.

D. LFS and Indaba desire to grant reciprocal easements over, across, on and under the Development and establish the rights, duties, obligations and responsibilities of the respective Owner of each of the Indaba Property, LFS Parcel 1, LFS Parcel 2, LFS Parcel 3 and LFS Parcel 4 with respect to the various reciprocal easements, with the intention that the easements, reservations and restrictions shall be binding upon each such Owner and their respective successors and assigns and shall run with and bind the Development.

Declaration

Now, therefore, by executing and recording this Declaration, Indaba and LFS hereby declare that the Indaba Property and the LFS Property, respectively, shall be held, occupied, sold and conveyed subject to the following easements, covenants, conditions and restrictions:

1. Intent. The intent of this Declaration is to (i) grant reciprocal easements for access; water, electric service, cable television service, data transmission service, telephone service and natural gas service; sanitary sewer; storm sewer and drainage management systems within the Development and (ii) provide for the installation, operation, maintenance and repair of private utility services for water, sanitary sewer, storm sewers, surface water flowage and drainage and storm water detention.

2. Definitions.

(a.) "Building Site" shall mean any lot, tract, or portion thereof, or two or more contiguous lots, tracts, or portions thereof, or condominium unit or portions thereof in the Development, including real estate subject to recorded easements, upon which a building or buildings and appurtenant structures may be erected.

(b.) "City" shall mean the City of Hiawatha, Iowa.

(c.) "Detention Basin" shall mean and refer to any one of the Detention Basins.

(d.) "Detention Basin #1A" shall mean and refer to the storm water detention basin existing on the Indaba Property in the location shown on the Site Plan.

(e.) "Detention Basin #1B" shall mean and refer to the storm water detention basin existing on the Indaba Property and LFS Parcel 4 in the location shown on the Site Plan.

(f.) "Detention Basin #2" shall mean and refer to the storm water detention basin existing on LFS Parcel 2 Property in the location shown on the Site Plan.

(g.) "Detention Basin #3" shall mean and refer to the storm water detention basin existing on LFS Parcel 3 in the location shown on the Site Plan.

(h.) "Detention Basins" shall mean and refer to Detention Basin #1A, Detention Basin #1B, Detention Basin #2 and Detention Basin #3.

(i.) "Development" shall mean and refer to the LFS Property and the Indaba Property.

(j.) "Improvements" shall mean and include a building or buildings, outbuildings, parking areas, loading areas, trash areas, fences, walls, hedges, signs, lawns, landscaping, poles, utility lines (water, gas, electric, cable, internet, sanitary sewer, storm sewer), detention basins and any structure of any kind, and all additions to any of the foregoing.

(k.) "Indaba Property" shall mean and refer to the following described property located in Hiawatha, Linn County, Iowa:

Lot 1, Longfellow Square Ninth Addition to the City of Hiawatha, Linn County, Iowa;

(l.) "LFS Parcel 1" shall mean and refer to the following described property located in Hiawatha, Linn County, Iowa:

Lot 1, Longfellow Square Sixth Addition to the City of Hiawatha, Linn County, Iowa;

(m.) "LFS Parcel 2" shall mean and refer to the following described property located in Hiawatha, Linn County, Iowa:

Lot 1, Longfellow Square Seventh Addition to the City of Hiawatha, Linn County, Iowa;

(n.) "LFS Parcel 3" shall mean and refer to the following described property located in Hiawatha, Linn County, Iowa:

Lot 1, Longfellow Square Eighth Addition to the City of Hiawatha, Linn County, Iowa;

(o.) "LFS Parcel 4" shall mean and refer to the property that has been or will be platted as **Longfellow Square Tenth Addition to the City of Hiawatha, Linn County, Iowa** and which is described as follows:

That part of the NW 1/4 NE 1/4 and the NE 1/4 NE 1/4 of Section 32, Township 84 North, Range 7 West of the 5th Principal Meridian, City of Hiawatha, Linn County, Iowa described as follows:

Beginning at the Northeast corner of Lot 1, Longfellow Square Ninth Addition to the City of Hiawatha, Linn County, Iowa;

thence North 88° 55' 52" East 314.54 feet along the North line of the NE 1/4 of said Section 32 to the Northwest corner of Lot 1, Longfellow Square Seventh Addition to Hiawatha, Iowa;

thence South 01° 04' 58" East 415.74 feet along the West line of said Lot 1, Longfellow Square Seventh Addition to the Southwest corner thereof, also being a point on the Northwest right-of-way line of Dina Court and the beginning of a 180.00 foot radius non-tangent curve concave Southeasterly;

thence Southwesterly along said curve, along the Northwest right-of-way line of Dina Court, through a central angle of 13° 15' 43" an arc distance of 41.66 feet (chord bearing South 28° 19' 43" West 41.57 feet) to an Easterly corner of Lot 1, Longfellow Square Sixth Addition to the City of Hiawatha, Linn County, Iowa and the beginning of a 50.00 foot radius non-tangent curve concave Southwesterly;

thence Northwesterly along said curve, being a Northeasterly line of said Lot 1, Longfellow Square Sixth Addition, through a central angle of 114° 19' 58" an arc distance of 99.77 feet (chord bearing North 35° 33' 28" West 84.02 feet) to a Northerly corner of said Lot 1, Longfellow Square Sixth Addition;

thence South 87° 16' 33" West 132.80 feet along the North line of said Lot 1, Longfellow Square Sixth Addition to the Northwest corner thereof, also being a point on the East line of Lot 1, Longfellow Square Eighth Addition to the City of Hiawatha, Linn County, Iowa;

thence North 00° 31' 30" West 26.70 feet along said East line of Lot 1, Longfellow Square Eighth Addition to the Northeast corner thereof;

thence South 89° 29' 47" West 75.11 feet along a North line of said Lot 1, Longfellow Square Eighth Addition to a Northerly corner thereof;

thence South 25° 56' 25" West 45.51 feet along a North line of said Lot 1, Longfellow Square Eighth Addition to a Northerly corner thereof;

thence South 68° 49' 33" West 95.08 feet along a North Line of said Lot 1, Longfellow Square Eighth Addition to a Northwesterly corner thereof, also being a point on the Northeasterly right-of-way line of Longfellow Drive and the beginning of a 330.00 foot radius non-tangent curve concave Southwesterly;

thence Northwesterly along said curve, being the Northeasterly right-of-way line of Longfellow Drive, through a central angle of 34° 48' 21" an arc distance of 200.47 feet (chord bearing North 39° 06' 49" West 197.40 feet) to a Southerly corner of said Lot 1, Longfellow Square Ninth Addition;

thence North 51° 15' 02" East 120.84 feet along a Southerly line of said Lot 1, Longfellow Square Ninth Addition to a Southerly corner thereof;

thence North 88° 55' 43" East 96.91 feet along a Southerly line of said Lot 1, Longfellow Square Ninth Addition to the Southeast corner thereof;

thence North 01° 04 17" West 203.00 feet along the East line of said Lot 1, Longfellow Square Ninth Addition to the point of beginning, containing 3.415 acres, subject to easements, covenants and restrictions of record.

(p.) "LFS Property" shall mean and refer to LFS Parcel 1, LFS Parcel 2, LFS Parcel 3 and LFS Parcel 4.

(q.) "Owner of a Building Site" or "Owner" shall mean the person or persons who from time to time collectively hold the entire fee title of a Building Site in the Development (but shall not include any person who holds such a fee title merely as security for a loan, unless and until such person has succeeded to ownership by enforcement of its remedies under such loan documents), and the use of the singular shall include the plural.

(r.) "Occupant" shall mean an Owner of a Building Site and any person from time to time entitled to the use and occupancy of a Building, or any part of Building on a Building Site, under any deed, contract, lease, license or other instrument or arrangement by which such person has acquired rights with respect to the use and occupancy of any Building in the Development.

(s.) "Parcel" shall mean each platted lot and condominium unit containing one or more Building Sites located or to be located within the Development.

(t.) "Permittee" shall mean the Owner and all Occupants of any Building Site in the Development, and their respective partners, officers, directors, employees, agents, contractors, licensees, concessionaires, subtenants, customers, visitors and invitees.

(u.) "Private Storm Sewer Lines" shall mean any private storm sewer line, pipe or other means of conveyance and the related equipment, intakes, manholes, clean outs, shut-offs and all other facilities existing within the Development to convey, control and/or manage storm water runoff, flowage and drainage from, in, on and over the Development.

(v.) "Private Utility Lines" shall mean any private line, wire, pipe, cable or other means of conveyance, and the related equipment, including without limitation any manhole, clean-out, force main, fire hydrant, valve, shut-offs, meters, pumps and all other facilities providing water, electric service, cable television service, data transmission service, telephone service and/or natural gas service to one or more Parcels or Building Sites within the Development.

(w.) "Site Plan" shall mean the Site Plan prepared by Schnoor-Bonifazi Engineering and Surveying, as may be amended from time to time, as attached hereto as **Exhibit A**.

3. Access Easements Over Indaba Property. Indaba hereby grants for the benefit of the LFS Property and the Owners, Occupants and Permittees of the LFS Property, or any part or portion thereof, and the respective successors and assigns of all such persons, a non-exclusive perpetual easement for vehicular and pedestrian access and traffic over and across (i) the existing twenty-four (24) foot wide driveway, as shown on the Site Plan, that provides access to and from Longfellow Drive to and from the Indaba Property and (ii) the existing driveways and aisles within the parking areas on the Indaba Property, as shown on the Site Plan, to and from the LFS Property or any part or portion thereof. The easements granted by Indaba shall run with and bind the Indaba Property.

4. Access Easements Over LFS Property. LFS hereby grants for the benefit of the LFS Property, the Owners, Occupants and Permittees of the LFS Property, the Indaba Property, the Owners, Occupants and Permittees of the Indaba Property, or any part or portion of the LFS Property and/or the Indaba Property, and the respective successors and assigns of all such persons, a non-exclusive perpetual easement for vehicular and pedestrian access and traffic over and across:

(a.) the existing twenty-four (24) foot wide driveway located on LFS Parcel 1, as shown on the Site Plan, that provides access to and from Dina Drive to and from LFS Parcel 1; and

(b.) the existing driveways and aisles within the parking areas on LFS Parcel 1, as shown on the Site Plan, to and from the LFS Property or any part thereof and/or the Indaba Property or any part thereof; and

(c.) the existing twenty-four (24) foot wide driveway located on LFS Parcel 2, as shown on the Site Plan, that provides access to and from Dina Drive to and from LFS Parcel 2; and

(d.) the existing driveways and aisles within the parking areas on LFS Parcel 2, as shown on the Site Plan, to and from the LFS Property or any part thereof and/or the Indaba Property or any part thereof; and

(e.) the existing twenty-four (24) foot wide driveway located on LFS Parcel 3, as shown on the Site Plan, that provides access to and from Longfellow Drive to and from LFS Parcel 3; and

(f.) the existing driveways and aisles within the parking areas on LFS Parcel 3, as shown on the Site Plan, to and from the LFS Property or any part thereof and/or the Indaba Property or any part thereof; and

(g.) any future driveway that may be constructed on LFS Parcel 4, as may be shown on any future amendment to the Site Plan, that provides access to and from LFS Parcel 4 to and from any portion of the LFS Property and/or the Indaba Property; and

(h.) the existing and future driveways and aisles within the parking areas on LFS Parcel 4, as may be shown on any future amendment to the Site Plan, that provides access to and from LFS Parcel 4 to and from any portion of the LFS Property and/or the Indaba Property.

The easements granted by LFS shall run with and bind the portion of the LFS Property on which each respective easement is located.

5. Terms and Conditions of Access Easements. The access easements granted in paragraphs 3 and 4 above shall be subject to the following terms and conditions:

(a.) For the existing driveways and parking aisles, the location of the access easement areas on any Parcel shall be as shown on the Site Plan, as may be amended from time to time. For driveways and parking aisles that are developed and constructed in the future, the location of such areas shall be as determined by the Owner(s) of the respective Parcel(s) and approved by the City in connection with the approval of a site plan for the respective Parcel. Upon approval of a site plan by the City, the Owner of the Parcel shall cause **Exhibit A** to be amended to include all access easement areas to be constructed in accordance with the site plan approved by the City. All such amendments to **Exhibit A** shall be filed of record in the office of the Recorder for Linn County, Iowa by such Owner.

(b.) The Owner of each Parcel shall have and retain the right to relocate any access easement within the Parcel by giving written notice to all the Owners of Parcels adjacent to the area affected by the proposed relocation, including a drawing showing such proposed relocation of the existing access

easement. An Owner of a Parcel adjacent to the area affected by the proposed relocation may object to the proposed relocation by giving written notice to the Owner proposing the relocation within thirty (30) days after receipt of the written notice of the proposed relocation. If an Owner does not object to the proposed relocation within thirty (30) days after receipt of the written notice of the proposed relocation, such Owner shall be deemed to have consented to such relocation. In no event shall an existing access easement be relocated without the actual or deemed consent of the Owners of all the Owners of Parcels adjacent to the area affected by the proposed relocation. In the event of the relocation of an access easement in accordance with the provisions of this subparagraph 5(b.), the Owner of the Parcel modifying the easement location shall cause an amendment to the Site Plan to be prepared showing such relocation and file such amendment of record in the office of the Recorder for Linn County, Iowa. (Notwithstanding anything in this subparagraph to the contrary, the failure to record the exact location of such easement or any modifications thereof in the office of the Recorder for Linn County, Iowa shall not affect the validity of the easement and any other Owner may record an amendment to the Site Plan to show such modified easement location at the expense of the Owner on whose Parcel the easement is relocated.)

(c.) Once an Owner has developed a building upon its Building Site, that Owner shall maintain, repair and replace the portion of any access area, including any driveway, aisle or other area subject to an access easement, upon its Parcel.

(d.) In the event that an Owner who is responsible for maintenance, repair and replacement of an access easement area (i) fails to plow any snow in excess of 2 inches within twenty-four hours after it quits snowing, (ii) fails to remove any vehicle blocking any portion of an access easement area within twenty-four hours after it is left upon such easement area, (iii) fails to take any emergency action reasonably required within four hours after oral or written notice of the occurrence of any emergency condition creating a hazardous condition in the use of such access easement area from any other Owner whose Building Site is entitled to the beneficial use of such access easement area, or (iv) fails to correct any other failure to maintain, repair or replace such access easement area within thirty (30) days after written notice from any other Owner whose Building Site is entitled to the beneficial use of such access easement area, or if such failure to maintain, repair or replace such access easement area cannot reasonably be corrected within said thirty (30) days and the Owner who is responsible therefor has sent the Owner who notified it of such failure a schedule of the expected action to remedy such situation and the Owner who is responsible therefor fails thereafter diligently to pursue the maintenance, repair or replacement of such access easement area to completion, then any other Owner whose Building Site is entitled to the beneficial use of such access easement area (A) may, but is not required to, perform such work, at the expense of and for the account of the Owner who was responsible for performing such maintenance, repair or replacement work, (B) shall be entitled to be reimbursed immediately upon demand by the Owner who was responsible to perform such work, together with interest on any money expended therefor from the date of such expenditure until paid in full at the less of twelve percent (12%) per annum or the maximum interest rate that may be charged by law, and (C) (1) shall have a lien for the amounts due under (B) of this subparagraph upon all property of the Owner who was responsible therefor that is located within Linn County, Iowa from and after the date such Owner whose Building Site is entitled to the beneficial use of such access easement area files an affidavit in the office of the Recorder for Linn County, Iowa, reciting the property on

which such access easement area lies, the circumstances that entitled such benefited Building Site Owner to perform such work, and the amount expended therefor, or (2) shall be deemed to be a person furnishing labor or material for, or performing labor upon, the Building Site where such portion of the access easement area is located, for the improvement, alteration or repair thereof, and shall be entitled to enforce a lien therefor pursuant to the mechanic's lien law of the State of Iowa.

(e.) No parking or extended loading or unloading shall be permitted, and no obstructions of any kind shall be allowed or permitted to remain, in or upon the access easement area located in any of these easement areas.

(f.) Notwithstanding anything in this Declaration to the contrary, the Owner of any Building Site shall have the right to restrict use of any such access easement area to the extent necessary to maintain, alter, repair or restore its Building Site and the Improvements thereon, including any access easement areas.

6. Public Sanitary Sewer Easement. An existing twenty (20) foot wide public sanitary sewer easement is centered on the southern portion of the western boundary of LFS Parcel 2, all as shown on the Site Plan. Additional public sanitary sewer lines exist in the public utility easements as shown on the recorded subdivision plats of the Indaba Property and the LFS Property. These public sanitary sewer easements are not affected by or subject to this Declaration.

7. Private Sanitary Sewer Easement.

(a.) Private sanitary sewer lines exist within the Development as shown on the Site Plan. It is the intention of Indaba and LFS that the sanitary sewer lines currently existing and hereafter constructed within the Development, if appropriately sized for extension, may be extended to any Parcel and/or Building Site on which any Improvements may be constructed or reconstructed after the date of this Declaration.

(b.) Indaba hereby grants for the benefit of the LFS Property and the Owners, Occupants and Permittees of the LFS Property, any Parcel or portion of a Parcel located thereon, and the respective successors and assigns of all such persons, a non-exclusive perpetual easement in, to, under, over and across any portion of the Indaba Property, except that portion of the Indaba Property on which an existing building is located or a building is planned to be constructed in the future, for the purpose of the installation, connection to, extension, operation, maintenance, repair, replacement, reconstruction, relocation or other use of or access to a private underground sanitary sewer line or lines providing service to any Improvements on or within the LFS Property or any part thereof. The easements granted by Indaba shall run with and bind the Indaba Property.

(c.) LFS hereby grants for the benefit of the Indaba Property, the Owners, Occupants and Permittees of the Indaba Property, the LFS Property, the Owners, Occupants and Permittees of the LFS Property, any Parcel or portion of a Parcel located on the Indaba Property or LFS Property, and the respective successors and assigns of all such persons, a non-exclusive perpetual easement in, to, under, over and across any portion of the LFS Property, except that portion of the LFS Property on which an

existing building is located or a building is planned to be constructed in the future, for the purpose of the installation, connection to, extension, operation, maintenance, repair, replacement, reconstruction, relocation or other use of or access to a private underground sanitary sewer line or lines providing service to any Improvements on or within the Indaba Property, the LFS Property or any part thereof. The easements granted by LFS shall run with and bind the LFS Property.

(d.) Prior to the installation, extension, replacement, reconstruction or relocation of any private underground sanitary sewer line that serves more than one Parcel or is located in, on or under more than one Parcel, all Owners served by such line or whose Building Site or Parcel will be affected by such work shall approve the planned work, which approval shall not be unreasonably withheld or delayed.

(e.) All cost and expense required to install, extend or relocate any private underground sanitary sewer line to any Building Site or Parcel shall be paid by the Owner of the Building Site or Parcel to be served by such line.

(f.) All cost and expense required to repair, maintain, replace or reconstruct a private underground sanitary sewer line within the Development shall be paid by the Owner of the Building Site or Parcel on which the line or portion of a line requiring such repair, maintenance, replacement or reconstruction is located. To the extent such work is required on a line that is located on multiple Building Sites or Parcels, the Owner of each Building Site or Parcel will be responsible to pay for the work actually performed on the line located on or in such Owner's Building Site or Parcel. For example, if a break in a line occurs, the Owner(s) of the Building Site(s) or Parcel(s) on which the break is located shall pay all of the cost and expense associated with the repair, maintenance, replacement or reconstruction of the line or that portion of the line located on such Owner(s) respective Building Site(s) or Parcel(s).

(g.) Indaba and LFS acknowledge and agree that the private sanitary sewer lines are not public improvements and that the City has no responsibility or obligation to install, extend, operate, repair, maintain, replace, reconstruct or relocate any private sanitary sewer line.

8. Private Utility Easements.

(a.) The existing Private Utility Lines located within the Development are shown on the Site Plan. It is the intention of Indaba and LFS that the Private Utility Lines currently existing and hereafter constructed within the Development may be extended to any Parcel or Building Site on which any Improvements may be constructed or reconstructed after the date of this Declaration.

(b.) Indaba hereby grants for the benefit of the LFS Property and the Owners, Occupants and Permittees of the LFS Property, any Building Site or Parcel or portion of a Parcel located thereon, and the respective successors and assigns of all such persons, a non-exclusive perpetual easement in, to, under, over and across any portion of the Indaba Property, except that portion of the Indaba Property on which an existing building is located or a building is planned to be constructed in the future, for the purpose of the installation, connection to, extension, operation, maintenance, repair,

replacement, reconstruction, relocation or other use of or access to any Private Utility Lines providing service to any Improvements on or within the LFS Property or any part thereof. The easements granted by Indaba shall run with and bind the Indaba Property.

(c.) LFS hereby grants for the benefit of the Indaba Property, the Owners, Occupants and Permittees of the Indaba Property, the LFS Property, the Owners, Occupants and Permittees of the LFS Property, any Parcel or portion of a Parcel located thereon, and the respective successors and assigns of all such persons, a non-exclusive perpetual easement in, to, under, over and across any portion of the LFS Property, <u>except</u> that portion of the LFS Property on which an existing building is located or a building is planned to be constructed in the future, for the purpose of the installation, connection to, extension, operation, maintenance, repair, replacement, reconstruction, relocation or other use of or access to any Private Utility Lines providing service to any Improvements on or within the Indaba Property, the LFS Property or any part thereof. The easements granted by LFS shall run with and bind the LFS Property.

(d.) Prior to the installation, extension, replacement, reconstruction or relocation of any Private Utility Line(s) that serve(s) more than one Parcel or is located in, on or under more than one Parcel, all Owners served by such line or whose property will be affected by such work shall approve the planned work, which approval shall not be unreasonably withheld or delayed.

(e.) All cost and expense required to install, extend or relocate any Private Utility Lines to any Parcel shall be paid by the Owner of the Parcel to be served by such line.

(f.) All cost and expense required to repair, maintain, replace or reconstruct any Private Utility Line(s) within the Development shall be paid by the Owner of the Building Site or Parcel on which the Private Utility Line or portion such line requiring such repair, maintenance, replacement or reconstruction is located. To the extent such work is required on a Private Utility Line that is located on multiple Building Sites or Parcels, the Owner of each Building Site or Parcel will be responsible to pay for the work actually performed on the Private Utility Line located on or in such Owner's Building Site or Parcel. For example, if a break in a Private Utility Line occurs, the Owner(s) of the Building Site(s) or Parcel(s) on which the break is located shall pay all of the cost and expense associated with the repair, maintenance, replacement or reconstruction of the Private Utility Line or that portion of the Private Utility Line located on such Owner(s) respective Building Site(s) or Parcel(s).

(g.) All cost and expense required to repair, maintain, replace or reconstruct a Private Utility Line that serves one Building Site or Parcel shall be paid by the Owner of the Building Site or Parcel served by such line.

(h.) If any Improvement is damaged during the course of the installation, extension, operation, maintenance, repair, replacement, reconstruction or relocation of any Private Utility Line(s), the Owner(s) responsible for such installation, extension, operation, maintenance, repair, replacement, reconstruction or relocation shall also be responsible, at such Owner's expense, to repair or correct the damage to the Improvement.

(i.) Indaba and LFS acknowledge and agree that (i) the Private Utility Lines are not public improvements and that the City has no responsibility or obligation to install, extend, operate, repair, maintain, replace, reconstruct or relocate any Private Utility Line, and (ii) the City has the right without the specific permission of any Owner to access any Building Site or Parcel in the Development in order to access and control any water shut-off valve.

9. Private Storm Sewer, Surface Water Flowage, Drainage and Storm Water Detention Easements.

(a.) The City requires the Owners to control and manage storm water from the Development through a system of underground storm sewers and above ground detention basins prior to the conveyance of storm water into the public storm sewer system. Except for the public storm sewer easements shown on the Site Plan or in public right of ways or other public easement areas, the storm sewer lines and Detention Basins serving the Development are private. It is the intention of Indaba and LFS that the Private Storm Sewer Lines currently existing and hereafter constructed within the Development may be extended to any Parcel and/or Building Site on which any Improvements may be constructed or reconstructed after the date of this Declaration.

(b.) The Detention Basins have been designed and constructed by LFS, at the expense of LFS, consistent with plans designed by the professional engineers and approved by the City to provide a detention facility adequate in size to appropriately detain the storm water drainage generated from the Parcels draining into the respective detention basin. Indaba and LFS each acknowledges that the initial design of the Detention Basins provides for a grassy depression with grass-covered earthen walls, and that in the absence of rainfall, each of the Detention Basins primarily shall be dry.

(c.) Indaba hereby grants for the benefit of the LFS Property and the Owners, Occupants and Permittees of the LFS Property, any Parcel or portion of a Parcel located thereon, and the respective successors and assigns of all such persons, a non-exclusive perpetual easement in, to, under, over and across any portion of the Indaba Property, except that portion of the Indaba Property on which an existing building is located or a building is planned to be constructed in the future, for the purpose of the installation, connection to, extension, operation, maintenance, repair, replacement, reconstruction, relocation or other use of or access to any Private Storm Sewer Lines providing service to any Improvements on or within the LFS Property or any part thereof. The easements granted by Indaba shall run with and bind the Indaba Property.

(d.) Indaba hereby grants for the benefit of the LFS Property and the Owners, Occupants and Permittees of the LFS Property, any Parcel or portion of a Parcel located thereon, and the respective successors and assigns of all such persons, a non-exclusive perpetual easement to convey storm water, surface water and drainage from the LFS Property through underground storm sewer lines and/or above ground ditches or other conveyance methods into Detention Basin #1A and Detention Basin #1B.

(e.) LFS hereby grants for the benefit of the Indaba Property, the Owners, Occupants and Permittees of the Indaba Property, the LFS Property, the Owners, Occupants and Permittees of the LFS

Property, any Parcel or portion of a Parcel located thereon, and the respective successors and assigns of all such persons, a non-exclusive perpetual easement in, to, under, over and across any portion of the LFS Property, except that portion of the LFS Property on which an existing building is located or a building is planned to be constructed in the future, for the purpose of the installation, connection to, extension, operation, maintenance, repair, replacement, reconstruction, relocation or other use of or access to any Private Storm Sewer Lines providing service to any Improvements on or within the Indaba Property, the LFS Property or any part thereof. The easements granted by LFS shall run with and bind the LFS Property.

(f.) LFS hereby grants for the benefit of the LFS Property and the Owners, Occupants and Permittees of the LFS Property, any Parcel or portion of a Parcel located thereon, and the respective successors and assigns of all such persons, a non-exclusive perpetual easement to convey storm water, surface water and drainage from the LFS Property through underground storm sewer lines and/or above ground ditches or other conveyance methods into Detention Basin #1B, Detention Basin #2 and Detention Basin #3.

(g.) Prior to the installation, extension, repair, replacement, reconstruction or relocation of any Private Storm Sewer Line(s) that serve(s) more than one Parcel or is located in, on or under more than one Parcel, all Owners served by such line or whose property will be affected by such work shall approve the planned work, which approval shall not be unreasonably withheld or delayed.

(h.) All cost and expense required to install, extend or relocate any Private Storm Sewer Lines to or within any Parcel shall be paid by the Owner of the Parcel to be served by such line.

(i.) All cost and expense required to repair, maintain, replace or reconstruct any Private Storm Sewer Line(s) within the Development shall be paid by the Owner of the Building Site or Parcel on which the Private Storm Sewer Line or portion such line requiring such repair, maintenance, replacement or reconstruction is located. To the extent such work is required on a Private Storm Sewer Line that is located on multiple Building Sites or Parcels, the Owner of each Building Site or Parcel will be responsible to pay for the work actually performed on the Private Storm Sewer Line located on or in such Owner's Building Site or Parcel. For example, if a break in a Private Storm Sewer Line occurs, the Owner(s) of the Building Site(s) or Parcel(s) on which the break is located shall pay all of the cost and expense associated with the repair, maintenance, replacement or reconstruction of the Private Storm Sewer Line or that portion of the Private Storm Sewer Line located on such Owner(s) respective Building Site(s) or Parcel(s).

(j.) All cost and expense required to repair, maintain, replace or reconstruct a Private Storm Sewer Line that serves one Parcel shall be paid by the Owner of the Parcel served by such line.

(k.) If any Improvement is damaged during the course of the installation, extension, operation, maintenance, repair, replacement, reconstruction or relocation of any Private Storm Sewer Line(s), the Owner(s) responsible for such installation, extension, operation, maintenance, repair, replacement, reconstruction or relocation shall also be responsible, at such Owner's expense, to repair or correct the damage to the Improvement.

(l.) Each Owner of the Parcel on which a Detention Basin is located, at its sole expense, shall have the right to convert the Detention Basin to a storm retention pond (the "Storm Pond"), provided that the conversion to a Storm Pond (i) does not reduce the volume of runoff to be detained in the Detention Basin and (ii) is effected by such Owner in conformance with all lawful requirements, including, without limitation, obtaining all necessary governmental approvals required for the construction and operation of the Storm Pond.

(m.) LFS, as to Detention Basin #1B and the Owner of the Parcel on which are located Detention Basin #1A, Detention Basin #2 and Detention Basin #3 shall (i) maintain the respective Detention Basin in compliance with all applicable laws and regulations, (ii) obtain any services of a professional engineer in connection with the respective Detention Basin, (iii) maintain the respective Detention Basin in a neat and attractive condition, mowing the grass therein periodically, as needed, (iv) cause to be prepared any regular reports concerning the respective Detention Basin as may be required under applicable laws and regulations, (v) cause any required repairs to be made to the respective Detention Basin, and (vi) make any improvements or repairs of a capital nature that may be prudent or required in connection with the respective Detention Basin.

(n.) It shall be the sole responsibility of each Owner to adequately control the storm water drainage from such Owner's Building Site or Parcel and direct such drainage into the Private Storm Sewer Lines and the Detention Basins to avoid unreasonable erosion of and interference with the use of any other Building Site or Parcel. In the event any Owner subsequent to the construction of the Private Storm Sewer Line and/or any Detention Basin changes the grade of such Owner's Building Site or Parcel so as to increase the storm drainage into the Private Storm Sewer Lines and Detention Basins from such Building Site or Parcel without the consent of the Owner of the Parcel on which the affected Detention Basin is located, which consent shall not be unreasonably withheld, the Owner of the Parcel on which the affected Detention Basin is located shall have the authority under this Declaration to require such Owner who has changed the grade of such Owner's Building Site or Parcel to pay for all expense required to make such modifications to such Owner's Building Site or Parcel or the Private Storm Sewer Lines and/or Detention Basins as may be required in order to accommodate the change in the storm water runoff resulting from any such change of grade.

(o.) Indaba and LFS acknowledge and agree that (i) the Private Storm Sewer Lines and the Detention Basins are not public improvements and that the City has no responsibility or obligation to install, extend, operate, repair, maintain, replace, reconstruct or relocate any Private Storm Sewer Line or any Detention Basin, and (ii) the City has the right without the specific permission of any Owner to acces any Building Site or Parcel in the Development in order to access and inspect any Private Storm Sewer Line or any Detention Basin.

10. Parking. Indaba and LFS acknowledge that each Building Site or Parcel has or will have a parking area located thereon and that each Building Site or Parcel shall have sufficient parking for the use(s) located on the respective Building Site or Parcel without using parking spaces located on another Building Site or Parcel. Indaba and LFS also acknowledge that it is their intention that this Declaration shall not provide for cross easements between the Building Sites and Parcels for parking.

Each Owner of a Building Site or Parcel shall take appropriate action to limit the use by the Occupants and/or Permittees of such Owner's Building Site or Parcel of parking spaces on adjacent Building Sites and Parcels.

11. Release of Liability. In the event of the sale or conveyance of any Building Site or Parcel, the transferring party shall be relieved of any obligation or liability thereafter accruing under this Declaration with respect to the Building Site or Parcel so conveyed, but such subsequently accruing obligation shall run with the land, and shall be binding upon subsequent transferees during their respective periods of ownership.

12. Indemnity. The Owner of each Building Site or Parcel shall indemnify and save each other Owner, the Occupants and Permittees of the other Building Sites or Parcels in the Development, or any parcel or portion thereof, and the respective successors and assigns of all such persons, harmless from and against all actions, claims, causes of action, liability, loss, costs, damages and expenses, including reasonable attorneys' fees, (collectively, "Damages") in connection with any and all bodily injury and/or property damage arising out of or resulting from (i) use by such Owner and/or the Occupants, Permittees of the Owner's Building Site or Parcel, of any of the easements, rights or benefits created or allowed under this Declaration, (ii) the performance by the Owner, any Occupant or Permittee of any construction, maintenance, grading or other activities of any nature on any of the Building Sites or Parcels to the extent such activities are related to the installation, connection to, extension, operation, maintenance, repair, replacement, reconstruction, relocation or other use of or access to any easement or right created under this Declaration, and/or (iii) the negligent act or omission of such Owner and/or the Occupants, Permittees of the Owner's Building Site or Parcel.

13. Environmental Matters. Notwithstanding any provisions to the contrary contained in this Declaration or otherwise, each Owner, Occupant and Permittee shall not use any easement, right or benefit created under this Declaration, or any part hereof, in any manner that would result in the emission, spill, release or discharge into or upon (i) the air, (ii) soils or any improvements on any Building Site or Parcel, (iii) surface water or ground water on or flowing into any Private Storm Sewer Line or Detention Basin, or (iv) the private sanitary sewer system or sewer facilities serving any Building Site or Parcel of any toxic or hazardous substances or wastes (intended hereby and hereafter to include any and all such material listed in any federal, state or local law, code or ordinance and all rules and regulations promulgated thereunder, as hazardous or potentially hazardous, any of which is referred to as a "Hazardous Discharge"). In the event of the happening of any Hazardous Discharge caused by or resulting from the activities of any Owner or such Owner's Occupants or Permittees, such Owner shall: (i) give the other Owners prompt written notice of such occurrence, (ii) indemnify and save the other Owners harmless from any and all actions, causes of action, claims, costs, demands, liability, lien, loss, damages and expenses, including reasonable attorney fees, in connection with any such Hazardous Discharge and (iii) promptly comply with all applicable laws, codes, ordinances, rules and regulations governing any such Hazardous Discharge. Notwithstanding any other provision contained in this Declaration, the indemnity obligation of each Owner contained in this paragraph shall not be terminated, cancelled or otherwise affected in any manner by the transfer, assignment or conveyance by such Owner of such Owner's Building Site or Parcel or any part thereof as to any

Hazardous Discharge occurring while such Owner holds record title to the respective Building Site or Parcel or any part thereof.

14. Litigation.

(a.) In the event suit is brought to enforce the provisions of this Declaration, the prevailing party shall be entitled to recover all of its costs and expenses incurred in connection therewith, including its reasonable attorneys' fees.

(b.) Each Owner of a Building Site or Parcel within the Development does hereby covenant and agree, by acceptance of a deed of such Building Site or Parcel whether or not it shall be so expressed in such deed, that monetary damages may not provide adequate compensation for the breach of the provisions contained in this Declaration and that this Declaration may be specifically enforced by any other Owner.

15. Unperformed Covenants.

(a.) If any Owner (the "Defaulting Party") fails to perform any of the obligations required to be performed on its part as set forth in this Declaration, any other Owner (the "Curing Party") may (but shall not be required to) (i) if no emergency exists, perform the same after giving twenty (20) days notice to the Defaulting Party (unless within such 20-day period, the Defaulting Party shall commence the necessary action and thereafter shall continue the same with due diligence to completion), and (ii) in any emergency situation, perform the same without notice or delay. The Defaulting Party shall reimburse the Curing Party for the reasonable costs thereof within twenty (20) days after receipt by the Defaulting Party of invoices and other evidence of payment.

(b.) If any amount payable under this agreement is not paid when due, such unpaid amount shall bear interest at a rate (the "Interest Rate") equal to the lesser of (i) the highest rate that may be charged to such party under the laws of the State of Iowa, or (ii) a rate per annum equal to three percent (3%) in excess of the "Prime Rate", from time to time published in The Wall Street Journal, or if The Wall Street Journal ceases to publish a "Prime Rate", then a comparable rate published in a similar financial periodical reasonably selected by the Curing Party.

16. Notices; Approvals. Each notice, demand, request, consent, approval, disapproval or other communication (collectively, for purposes of this section, a "Notice") that an Owner gives to any other Owner shall be in writing and shall be delivered by personal service or sent by any nationally recognized overnight carrier or express mail service (such as Federal Express) which provides receipts to indicate delivery.

17. Mechanic's Liens. An Owner shall not permit any mechanic's lien to attach to the servient property in connection with any work performed by or on behalf of the Owner on any Building Site or Parcel of any other Owner, and in the event any such mechanic's lien shall attach, the Owner of the benefitted property shall, within thirty (30) days after notice thereof, either bond against

such lien in a manner reasonably satisfactory to the Owner of the servient property or otherwise cause such lien to be discharged of record.

18. Amendment. This Declaration may not be altered, amended, modified, supplemented or terminated, in whole or in part, except in writing and as provided in this paragraph. The Owners of at least seventy percent (70%) or more of the Building Sites located in the Development may, by written declaration signed and acknowledged by them and recorded in the office of the Recorder for Linn County, Iowa, alter, amend, supplement, add to, or terminate such conditions, covenants, indentures, restrictions and reservations of this Declaration, provided, however, that no such alteration, amendment, supplement, addition, or termination may adversely affect any easement granted to the Owner of any Building Site without such Owner's express written consent.

19. Miscellaneous. The provisions of this Declaration shall run with the land, in perpetuity and shall be binding upon and shall inure to the benefit of the parties hereto, and their respective successors and assigns.

IN WITNESS WHEREOF, the parties hereto have executed this Declaration or caused the same to be executed as of the day, month and year first above written.

[Remainder of this page intentionally blank.]

LONGFELLOW SQUARE, L.C.

BY: _____

Jonathan T. Dusek,
President and Manager

STATE OF IOWA)
) ss:
COUNTY OF LINN)

JULIE WIGNER
Commission Number 783630
My Commission Expires
April 14, 2017

Acknowledged before me this 27 day of April, 2016, by Jonathan T. Dusek, as the President and a Manager of Longfellow Square, L.C.

_____
NOTARY PUBLIC - STATE OF IOWA

Indaba Properties, LLC

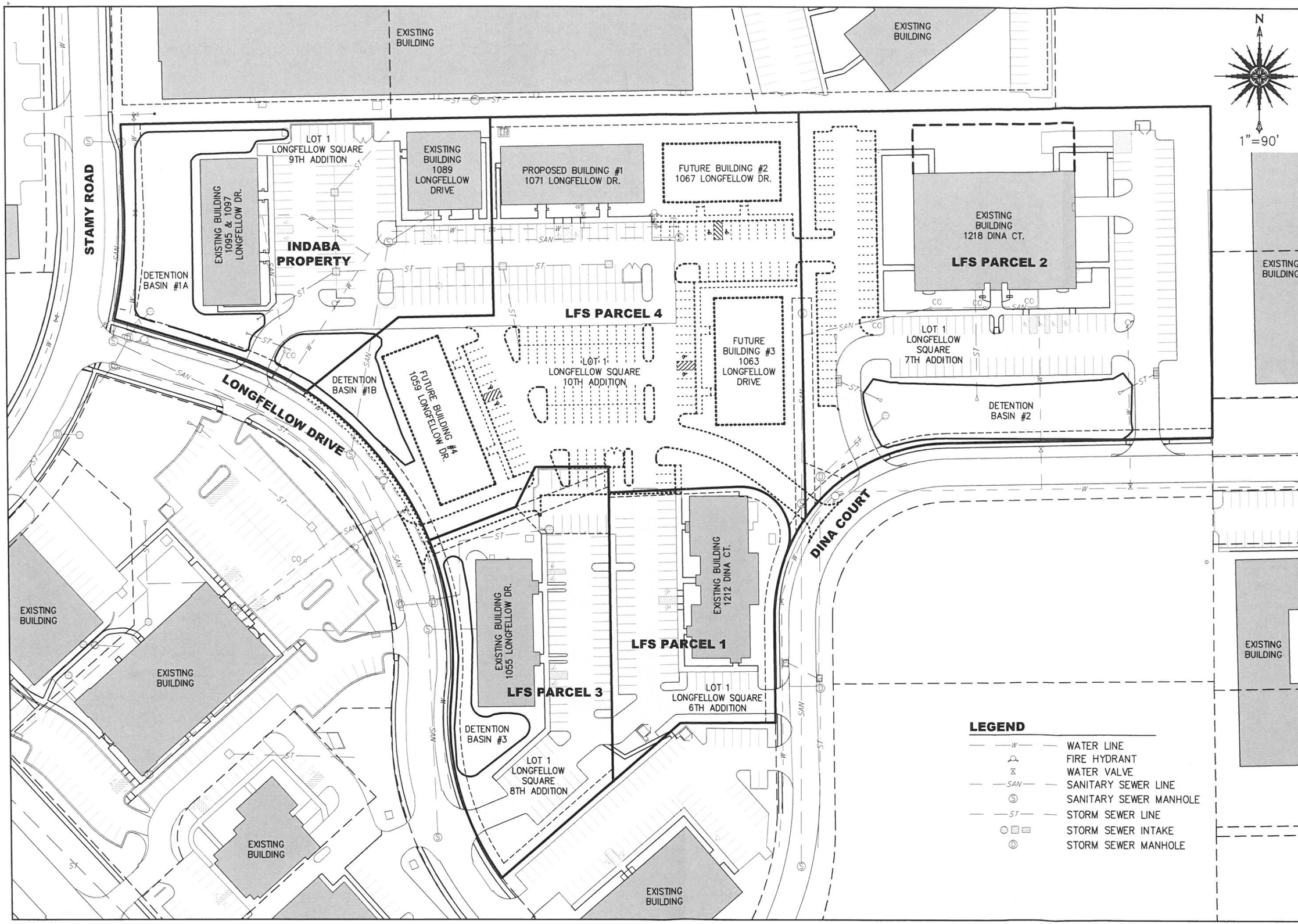
By: _____
Jeff Cherif, Manager

STATE OF Iowa)
) ss:
COUNTY OF Linn)

JULIE WIGNER
Commission Number 783630
My Commission Expires
April 14, 2017

Acknowledged before me this 27 day of April, 2016, by Jeff Cherif, as a Manager of Indaba Properties, LLC.

_____
NOTARY PUBLIC



Schnoor Bonifazi
Engineering & Surveying

SCHNOOR-BONIFAZI
ENGINEERING & SURVEYING, LC
431 FIFTH AVENUE SW
CEDAR RAPIDS, IA 52404
(319) 298-8888 (PHONE)

DRAWN:	ETHAN SMALL
APPROVED:	TRED SCHNOOR
ISSUED FOR:	REVIEW
DATE:	04/21/2016
PROJECT NO.:	16017

EXHIBIT A
SITE PLAN

LONGFELLOW SQUARE

6TH, 7TH, 8TH, 9TH & 10TH ADDITIONS

Hiawatha!™

Final Plat Review for Longfellow Tenth Addition

The Water Department has completed its review of the Longfellow Tenth Addition Final Plat submitted by Schnoor Bonaifazi Engineers. The Water Department recommends approval of this Final Plat on April 19th, 2016.

Marty Recker

Assistant water Superintendent

CC: Kelly Kornegor, City Clerk

RESOLUTION NO. 16-007
Planning & Zoning Commission

RESOLUTION APPROVING FINAL PLAT
LONGFELLOW SQUARE 10TH ADDITION
HIAWATHA, IOWA

WHEREAS, A FINAL PLAT LONGFELLOW SQUARE 10TH ADDITION TO HIAWATHA, IOWA, HAS BEEN FILED WITH THE CITY CLERK AND AFTER CONSIDERATION OF THE SAME IS FOUND TO BE CORRECT AND IN ACCORDANCE WITH THE PROVISIONS OF THE LAWS OF THE STATE OF IOWA, AND THE ORDINANCES OF THE CITY OF HIAWATHA, IOWA, IN RELATION TO PLATS AND ADDITIONS TO CITIES, NOW THEREFORE,

BE IT RESOLVED BY THE PLANNING AND ZONING COMMISSION OF THE CITY OF HIAWATHA, IOWA, THAT SAID FINAL PLAT AND DEDICATIONS OF SAID LONGFELLOW SQUARE 10TH ADDITION TO HIAWATHA, LINN COUNTY, IOWA, IS HEREBY ACKNOWLEDGED AND APPROVED ON THE PART OF THE PLANNING AND ZONING COMMISSION OF HIAWATHA, IOWA, AND THAT THE CHAIRMAN AND SECRETARY OF THE HIAWATHA PLAN AND ZONING COMMISSION ARE HEREBY DIRECTED TO CERTIFY THIS RESOLUTION OF APPROVAL AND AFFIX THE SAME TO SAID PLAT AS BY LAW PROVIDED, AND RECOMMEND THAT THE HIAWATHA CITY COUNCIL APPROVE SAME CONTINGENT UPON:

1. SUBMITTAL OF A REVISED STORM WATER PLAN AND A DEVELOPER'S AGREEMENT.

PASSED THIS 25ND DAY OF APRIL, 2016.

_____
Gilbert Lawrence, Chairperson

ATTEST:_____
Jennifer Goerg, Community Development Clerk

STATE OF IOWA)
)SS
LINN COUNTY)

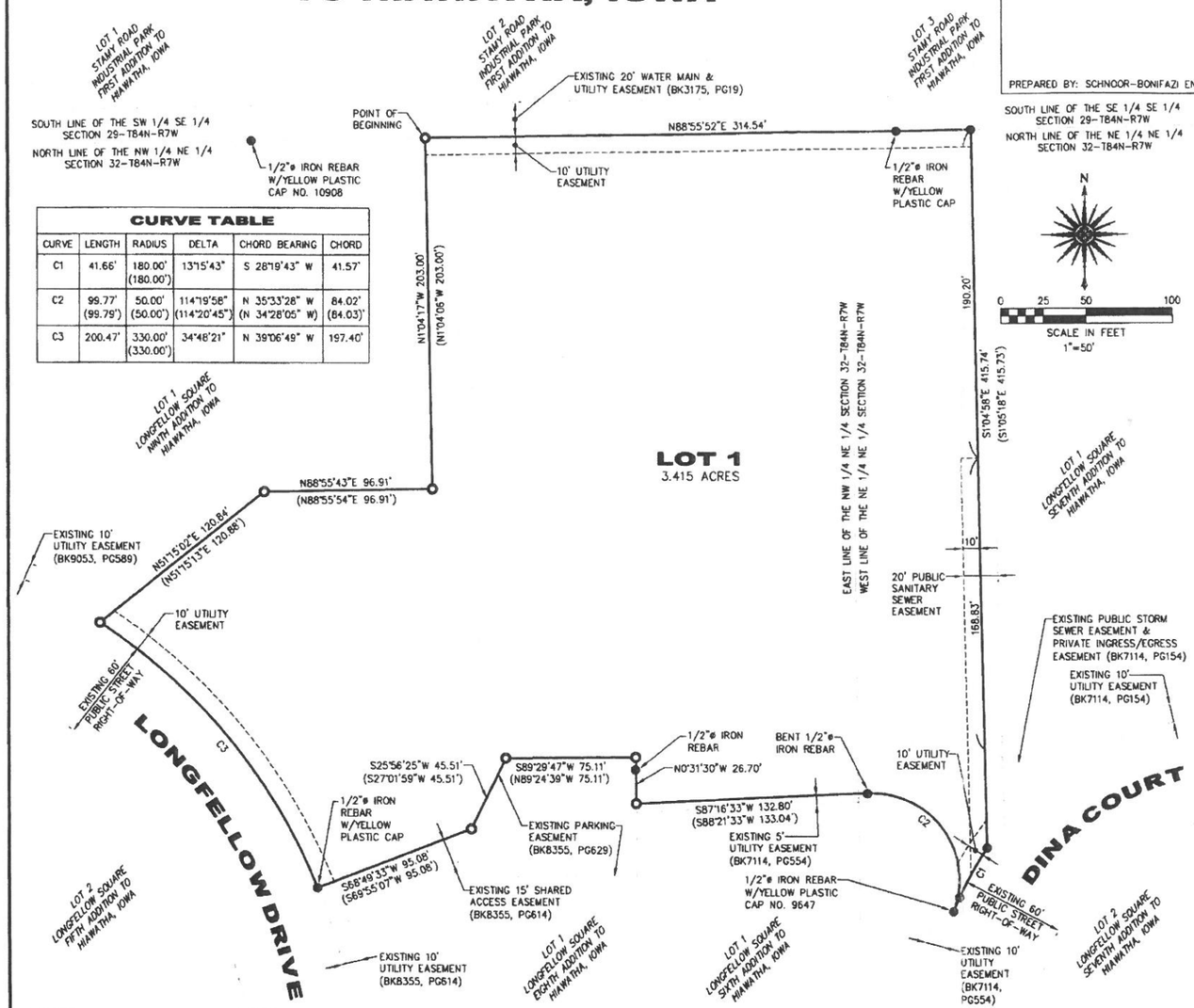
We, Dale Schroth, Chairperson; and Jennifer Goerg, Secretary of the Planning and Zoning Commission of Hiawatha, Iowa, do hereby certify that the above and foregoing resolution is a true and correct copy of the resolution passed by the Planning and Zoning Commission of the City of Hiawatha, Iowa, on this 25nd day of April, 2016.

_____
Gilbert Lawrence, Chairperson

_____
Jennifer Goerg, Community Development Clerk

3B-4

FINAL PLAT
LONGFELLOW SQUARE TENTH ADDITION TO HIAWATHA, IOWA



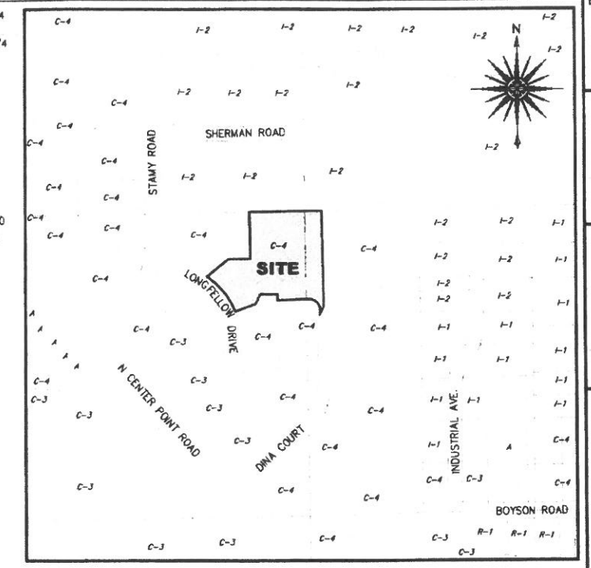
PREPARED BY: SCHNOOR-BONIFAZI ENGINEERING & SURVEYING, L.C., 431 FIFTH AVENUE S.W., CEDAR RAPIDS, IOWA 52404 (319) 298-8888

SOUTH LINE OF THE SE 1/4 SE 1/4 SECTION 29-T84N-R7W
NORTH LINE OF THE NE 1/4 NE 1/4 SECTION 32-T84N-R7W

N

0 25 50 100
SCALE IN FEET
1"=50'

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD
C1	41.66'	180.00' (180.00')	13°15'43"	S 28°19'43" W	41.57'
C2	99.77' (99.79')	50.00' (50.00')	114°19'58" (114°20'45")	N 35°33'28" W (N 34°28'05" W)	84.02' (84.03')
C3	200.47'	330.00' (330.00')	34°48'21"	N 39°06'49" W	197.40'



1 SITE LOCATION MAP
1"=400'

LEGAL DESCRIPTION

LONGFELLOW SQUARE TENTH ADDITION TO HIAWATHA, IOWA is that part of the NW 1/4 NE 1/4 and the NE 1/4 NE 1/4 of Section 32, Township 84 North, Range 7 West of the 5th Principal Meridian, City of Hiawatha, Linn County, Iowa described as follows:

Beginning at the Northeast corner of Lot 1, Longfellow Square Ninth Addition to the City of Hiawatha, Linn County, Iowa;

thence North 88° 55' 52" East 314.54 feet along the North line of the NE 1/4 of said Section 32 to the Northwest corner of Lot 1, Longfellow Square Seventh Addition to Hiawatha, Iowa;

thence South 01° 04' 58" East 415.74 feet along the West line of said Lot 1, Longfellow Square Seventh Addition to the Southwest corner thereof, also being a point on the Northwest right-of-way line of Dina Court and the beginning of a 180.00 foot radius non-tangent curve concave Southeasterly;

thence Southwesterly along said curve, along the Northwest right-of-way line of Dina Court, through a central angle of 13° 15' 43" an arc distance of 41.66 feet (chord bearing South 28° 19' 43" West 41.57 feet) to an Easterly corner of Lot 1, Longfellow Square Sixth Addition to the City of Hiawatha, Linn County, Iowa and the beginning of a 50.00 foot radius non-tangent curve concave Southwesterly;

thence Northwesterly along said curve, being a Northeasterly line of said Lot 1, Longfellow Square Sixth Addition, through a central angle of 114° 19' 58" an arc distance of 99.77 feet (chord bearing North 35° 33' 28" West 84.02 feet) to a Northerly corner of said Lot 1, Longfellow Square Sixth Addition;

thence South 87° 16' 33" West 132.80 feet along the North line of said Lot 1, Longfellow Square Sixth Addition to the Northwest corner thereof, also being a point on the East line of Lot 1, Longfellow Square Eighth Addition to the City of Hiawatha, Linn County, Iowa;

thence North 00° 31' 30" West 26.70 feet along said East line of Lot 1, Longfellow Square Eighth Addition to the Northeast corner thereof;

thence South 89° 29' 47" West 75.11 feet along a North line of said Lot 1, Longfellow Square Eighth Addition to a Northerly corner thereof;

thence South 25° 56' 25" West 45.51 feet along a North line of said Lot 1, Longfellow Square Eighth Addition to a Northerly corner thereof;

thence South 68° 49' 33" West 95.08 feet along a North Line of said Lot 1, Longfellow Square Eighth Addition to a Northwesterly corner thereof, also being a point on the Northeasterly right-of-way line of Longfellow Drive and the beginning of a 330.00 foot radius non-tangent curve concave Southwesterly;

thence Northwesterly along said curve, being the Northeasterly right-of-way line of Longfellow Drive, through a central angle of 34° 48' 21" an arc distance of 200.47 feet (chord bearing North 39° 06' 49" West 197.40 feet) to a Southerly corner of said Lot 1, Longfellow Square Ninth Addition;

thence North 51° 15' 02" East 120.84 feet along a Southerly line of said Lot 1, Longfellow Square Ninth Addition to a Southerly corner thereof;

thence North 88° 55' 43" East 96.91 feet along a Southerly line of said Lot 1, Longfellow Square Ninth Addition to the Southeast corner thereof;

thence North 01° 04 17" West 203.00 feet along the East line of said Lot 1, Longfellow Square Ninth Addition to the point of beginning, containing 3.415 acres, subject to easements, covenants and restrictions of record.

OWNER
LONGFELLOW SQUARE, LC
222 3RD AVENUE SE, SUITE 299
CEDAR RAPIDS, IA 52401
CONTACT: MR. JON DUSEK
PHONE:(319) 364-6533
FAX:(319) 369-0919

PREPARED BY
SCHNOOR-BONIFAZI
ENGINEERING & SURVEYING, LC
431 FIFTH AVENUE SW
CEDAR RAPIDS IA 52404
CONTACT: LEO BONIFAZI, PLS
PHONE: 319-298-8888

DATE OF SURVEY
MARCH 7, 2016

EXISTING ZONING
C-4 (CENTRAL SERVICE DISTRICT)

AREAS

QUARTER QUARTER	AREA
NW 1/4 NE 1/4 SEC. 32-T84N-R7W	2.758 AC.
NE 1/4 NE 1/4 SEC. 32-T84N-R7W	0.657 AC.
TOTAL	3.415 AC.

NOTES
1. IT IS PROHIBITED TO PLACE ANY ABOVE GROUND UTILITY STRUCTURES WHERE UTILITY EASEMENTS CROSS STORM SEWER, DRAINAGE OR ACCESS EASEMENTS.
2. ALL PUBLIC UTILITY EASEMENTS ARE NOW BEING DEDICATED TO THE PUBLIC AS SHOWN ON THE FINAL PLAT.
3. STAMY ROAD INDUSTRIAL PARK FIRST ADDTION TO THE CITY OF HIAWATHA, LINN COUNTY, IOWA WAS RECORDED IN BOOK 3175, PAGES 19-33 IN THE OFFICE OF THE LINN COUNTY RECORDER.
4. LONGFELLOW SQUARE FIFTH ADDITION TO THE CITY OF HIAWATHA, LINN COUNTY, IOWA WAS RECORDED IN BOOK 5775, PAGES 239-246 IN THE OFFICE OF THE LINN COUNTY RECORDER.
5. LONGFELLOW SQUARE SIXTH ADDITION TO THE CITY OF HIAWATHA, LINN COUNTY, IOWA WAS RECORDED IN BOOK 7114, PAGES 554-568 IN THE OFFICE OF THE LINN COUNTY RECORDER.
6. LONGFELLOW SQUARE SEVENTH ADDITION TO HIAWATHA, IOWA WAS RECORDED IN BOOK 7114, PAGES 154-170 IN THE OFFICE OF THE LINN COUNTY RECORDER.
7. LONGFELLOW SQUARE EIGHTH ADDITION TO THE CITY OF HIAWATHA, LINN COUNTY, IOWA WAS RECORDED IN BOOK 8355, PAGES 614-628 IN THE OFFICE OF THE LINN COUNTY RECORDER.
8. LONGFELLOW SQUARE NINTH ADDITION TO THE CITY OF HIAWATHA, LINN COUNTY, IOWA WAS RECORDED IN BOOK 9053, PAGES 589-601 IN THE OFFICE OF THE LINN COUNTY RECORDER

LEGEND
- SECTION LINE
- PROPERTY LINE
- ADJOINING LOT LINE
- ADJOINING EASEMENT LINE
- EASEMENT LINE
- ● FOUND 5/8" IRON REBAR W/ORANGE CAP NO. 13480 UNLESS OTHERWISE NOTED
- ○ SET 5/8" IRON REBAR W/ORANGE CAP NO. 13480
- ( ) RECORDED AS

LICENSED PROFESSIONAL LAND SURVEYOR LEO P. BONIFAZI 13480 IOWA

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 PROFESSIONAL LAND SURVEYOR UNDER THE LAWS OF THE STATE OF IOWA.

SIGNATURE: DATE: 04/18/2016
LEO P. BONIFAZI
LICENSE NO. 13480
SHEETS COVERED BY THIS SEAL: 1 OF 1
MY LICENSE RENEWAL DATE IS DECEMBER 31, 2017

Schnoor Bonifazi
Engineering & Surveying

SCHNOOR-BONIFAZI
ENGINEERING & SURVEYING, LC
431 FIFTH AVENUE SW
CEDAR RAPIDS, IA 52404
(319) 298-8888 (PHONE)

REVISIONS

DRAWN: TRED SCHNOOR
APPROVED: LEO BONIFAZI
ISSUED FOR: APPROVAL
DATE: 04/18/2016
PROJECT NO.: 16017

FINAL PLAT
LONGFELLOW SQUARE
TENTH ADDITION
TO HIAWATHA, IOWA
LONGFELLOW SQUARE, LC

FINAL PLAT

1 OF 1

DRAFT

RESOLUTION NO. 16-
City Council

RESOLUTION APPROVING FINAL PLAT AND DECLARATION OF CROSS EASEMENTS AGREEMENT FOR LONGFELLOW SQUARE TENTH ADDITION, HIAWATHA, IOWA

WHEREAS, a Final Plat of LONGFELLOW SQUARE TENTH ADDITION TO THE CITY OF HIAWATHA, LINN COUNTY, IOWA, containing one (1) lot, numbered as Lot One (1), has been filed with the City Clerk and after consideration of the same is found to be correct and in accordance with the provisions of the laws of the State of Iowa, and the Ordinances of the City of Hiawatha, in relation to Plats and Additions to Cities, and

WHEREAS, the property owner has submitted the following executed agreement, and is included as part of the final plat documents:

1. Declaration of Cross Easements Agreement

WHEREAS, the Agreement as submitted is recommended for approval by the City Engineer, and

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF HIAWATHA, IOWA, that the City Council concurs with the recommendation of the City Engineer, and

BE IT FURTHER RESOLVED the Mayor and City council hereby accept the executed agreements, as noted above.

AYES:
NAYS:
ABSENT:

PASSED AND APPROVED this 4th day of May, 2016.

_____
Bill Bennett, Mayor

ATTEST:

_____
Kelly Kornegor, City Clerk

DRAFT

STATE OF IOWA, COUNTY OF LINN

I, Kelly Kornegor, City Clerk of the City of Hiawatha, Iowa do certify that the above and foregoing Resolution is a true and correct copy of the Resolution as passed by the City Council of the City of Hiawatha, Iowa on this 4th day of May, 2016.

_____

Kelly Kornegor, City Clerk