

RESOLUTION NO. 92310-0213

**RESOLUTION TO ACCEPT EASEMENTS FOR CEDAR STREET
RECONSTRUCTION PROJECT – PHASE II**

WHEREAS, the City is undertaking a project to upgrade and improve a portion of Cedar Street from Houser Street to Parham Street; and

WHEREAS, it is necessary for the City to obtain permanent and temporary easements and other right-of-way acquisitions from certain property owners along Cedar Street and adjoining streets to complete Phase II of this project; and

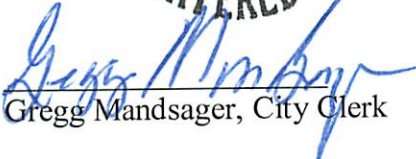
WHEREAS, each property owner has agreed to separate conditions for each of their easements;

NOW, THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MUSCATINE, IOWA that the attached list of acquisitions from the property owners be accepted by the City under the conditions and for the considerations described in each acquisition document.

PASSED, APPROVED AND ADOPTED this 7th day of February 2013.



Attest:


Gregg Mandsager, City Clerk

**BY THE CITY COUNCIL OF THE
CITY OF MUSCATINE, IOWA**


DeWayne M. Hopkins, Mayor

UNITY HEALTHCARE/COMMUNITY NURSING FOUNDATION - 2012 UTILITIES PHASE
CEDAR STREET RECONSTRUCTION - REVISED (FEB. 1, 2013)

Property Address	Property Owner	Mailing Address	City	State	ZIP	Property Description	Parcel # - PE	Parcel Area (SF) ¹	Assessed Value (Land Only) ³	Value/SF	Permanent Easement (PE) Area (SF) ²	PE Value ⁴	Utility Easement (UE) Area (SF) ²	UE Value ⁴	Easements Total Value
1823 Logan	Family of Muscatine, Iowa	1823 Logan	Muscatine	IA	52761	Lots F, G, H, I & J Ex State of Iowa & Lot 40 of the ButerVille SD	834227001	1024531	488400	\$0.48	3208	\$611.71			\$611.71
1608 Cedar Street	Unity Healthcare	1518 Mulberry Avenue	Muscatine	IA	52761	W 1.5A E 3.02A lot 53 NW	835105002	63598	\$40,610	\$0.64	1483	\$378.78	2350	\$600.23	\$979.01
1609 Cedar Street	Community Nursing Foundation	1609 Cedar Street	Muscatine	IA	52761	Lots 1 & 2 Young-Anel Add	835103026	32428	\$46,960	\$1.45	80	\$46.34	0	\$0.00	\$46.34
1616 Cedar Street	Unity Healthcare	1518 Mulberry Avenue	Muscatine	IA	52761	E 66' Lot 52 (Ex St) & Ex Tri Tract NW Cor W 132' Lot 53 SD SW 1/4	835105001	110855	\$55,960	\$0.50	NA ₅	NA ₅	NA ₅	NA ₅	NA ₅
1617 Cedar Street	Unity Healthcare	1518 Mulberry Avenue	Muscatine	IA	52761	W126.5' Lot 6 F&D Add #1	835103001	9108	\$19,210	\$2.11	797	\$672.39	0	\$0.00	\$672.39
1701 Cedar Street	Unity Healthcare	1518 Mulberry Avenue	Muscatine	IA	52761	Lot 2 Krantz SD 2009-06996	835101003	52514	\$68,630	\$1.31	4,531	\$2,368.61	4168	\$2,178.85	\$4,547.45
Lot 9	Unity Healthcare	1518 Mulberry Avenue	Muscatine	IA	52761	Lot 9 Bosten-Grosjean SD	835176009	68416	\$51,830	\$0.76	523	\$158.48	0	\$0.00	\$158.48
TOTAL															\$7,015.38

(1) Assessment information obtained from Beacon Local Government GIS for the Web (MAGIC). Parcel assessment is of land only. Parcel assessment does not include structures assessment. 2011 land valuation used.

(2) Area is approximated from preliminary design plans. If necessary, the area will be adjusted once the design plan is finalized.

(3) Assessed value of the parcel (land only).

(4) Value Used: Permanent/Utility – 40% of Assessed Value (easement area * square footage value * 40%).

(5) Easement areas and values for 1616 Cedar are included in the figures for 1608 Cedar



City Hall, 215 Sycamore St.
Muscatine, IA 52761-3840
(563) 262-4141
Fax (563) 262-4142

COMMUNITY DEVELOPMENT

MEMORANDUM

**Planning,
Zoning,
Building Safety,
Construction Inspection Services,
Public Health,
Housing Inspections,
Code Enforcement**

To: Mayor and City Council Members

Cc: Gregg Mandsager, City Administrator
Randy Hill, Director of Public Works
Steven Boka, Director of Community Development
Jon Lutz, Muscatine City Engineer

From: Jim Rudisill, Planning/CD Coordinator

Date: February 6, 2013

Re: **Cedar Street Reconstruction – Phase II (Utility) Easements/ROW (#3 - Rev)**

INTRODUCTION: The City of Muscatine began a three-phase reconstruction of Cedar Street from Parham Street to Houser Street in 2011. The various phases included the extensions of the Papoose Creek culvert under Cedar Street at its intersection with Wood Creek Lane and an extension near the Stonebrook Drive/Cedar Street intersection; utility upgrading and replacement; construction of passing lanes; bicycle/pedestrian walkway construction on the north side of Cedar Street and other work. Temporary and permanent easements and right-of-way acquisitions will be needed for the work. Iowa DOT procedures will be followed in this process.

BACKGROUND: The City of Muscatine has traditionally used the following formula when determining easement values for city projects. The assessed value and size of lot for each parcel for which an easement is sought is obtained from the Muscatine Area Geographic Information Consortium (MAGIC) website. Comparable sales are also examined. From that information a value per square foot is calculated for each parcel. The size of the easement need is determined by survey and the easement size is then multiplied by the square foot value. If the easement to be acquired is temporary, the initial square foot value is then multiplied by 0.2 (20%). If the easement is to be permanent, the square foot value is multiplied by 0.4 (40%). Where rights-of-way are needed, the full assessed value is used, or a per-acre value comparable to the current average value of farmland in Muscatine is used. If necessary, the value for special features, such as landscaping or riparian woodland, is also included in the overall value.

This process was followed in establishing the easement value for previous acquisitions acquired under Phase I of the project. Using the same process, the values for property owners involved in Phase II (Utility) were determined. Previously, several of the property owners accepted their offers and the council approved those easements and rights of way. Unity Healthcare (now known as Trinity Muscatine) and Muscatine Family Y have agreed to donate the easements. The Y wishes to quit claim the area. The Community Nursing Foundation has authorized the transfer, but did not discuss any donation, so a claim for \$46.34 will be included in the bill list at the next council meeting. The values set for those easements/ROW are shown on the accompanying table.

**"I remember Muscatine for its sunsets. I have never seen any
on either side of the ocean that equaled them" — Mark Twain**

RECOMMENDATION/RATIONALE:

It is recommended the easements and other acquisitions shown in the table and the values established for these acquisitions be considered by the council, accepted and approved.

BACKUP INFORMATION:

1. Value Table



Document#: **2013-02169** Page: 1 of 006
 Date: 04/30/2013 @ 09:49 AM Document Type: EAS
 Fee: Paid \$32.00 Real Estate Transfer Tax: \$0.00

Cynthia S. Gray - Muscatine County Recorder
 414 E 3rd St. Muscatine, IA 52761

Prepared by and return to: Jim Rudisill; City of Muscatine; 215 Sycamore; Muscatine, IA 52761 (563-264-1550, ex. 143)

PERMANENT EASEMENT AGREEMENT

KNOW ALL PERSONS BY THESE PRESENTS that:
Unity Healthcare

(hereinafter called "SELLER") in consideration of the sum of \$ 979.01

to be paid by the City of Muscatine, Iowa upon final approval and acceptance of this Easement by the Muscatine City Council, grants to the City of Muscatine, Iowa, a municipal corporation, (hereinafter called "BUYER") a PERMANENT CONSRUCTION AND MAINTENANCE EASEMENT (hereinafter called "EASEMENT") for Highway and Utility Right-of-Way under, over, through and across certain real estate as described as follows: W 1.5A E 3.02A lot 53 NW, all in Muscatine, Iowa and more particularly shown on the Acquisition Plat (Cedar Street Reconstruction) for 1608 Cedar Street; Muscatine, Iowa and attached as Exhibit A (hereinafter called "EASEMENT AREA") for the purpose of and as shown on the project plans for said highway improvement. The premises also includes all estates, rights, title and interests, including all easements, and all advertising devices and the right to erect such devices as are located thereon, and the following buildings, improvements and other property:

Said EASEMENT AREA shall also be used for the purpose of constructing, reconstructing, operating, repairing, maintaining, patrolling or removing electric, communications, water and sewer transmission or distribution line(s) or system(s), associated appurtenances or accessories, above or below ground, used and useful in the transmission and distribution of electricity, communications, water and sewer. SELLER further grants unto said BUYER the right of reasonable ingress and egress to, from, over, along and across said EASEMENT AREA and any adjoining lands of the SELLER at all times for the purposes of transporting, erecting, maintaining, repairing, patrolling and removing of said electric lines, communications lines, and water mains, equipment, appurtenances and any parts thereof. The SELLER further agrees that all electric lines, communications lines, water/sewer mains, appurtenances or accessories installed at the expense of the BUYER, shall remain the property of said BUYER, removable at the option of said BUYER.

SELLER, individually or by assignment, easement or otherwise, shall not erect or construct any buildings, structures or appurtenances on the EASEMENT AREA without written permission. In the event of such unauthorized erection or construction by SELLER, BUYER shall not be liable for personal injuries or responsible for damages to the same in carrying out its permissible functions under this easement.

It is further agreed that BUYER (except as above provided) shall be liable for any damage to any

property of the SELLER caused by the BUYER herein, its officers, employees or contractors, while constructing, reconstructing, operating, maintaining, patrolling or removing said electric lines, communications lines, water/sewer mains, associated systems, roadways and associated structures and systems . However, nothing herein contained shall be construed to relieve any contractor, subcontractor or employee of the BUYER from liability to the SELLER, officers, employees, agents or contractors for damages caused by the BUYER, or by any contractor, subcontractor or employee of the assigns.

Where used herein, SELLER shall mean SELLER, SELLERs, their heirs, beneficiaries, fiduciaries, successors or assigns.

~~SELLER CONSENTS to any change of grade of the highway and accepts payment under this agreement for any and all damages arising therefrom. SELLER ACKNOWLEDGES full settlement and payment from BUYER for all claims per the terms of this agreement and discharges BUYER from liability because of this agreement and the construction of this public improvement project.~~

[Handwritten signature]
11/11/13
[Handwritten signature]
11/14/13

Possession of the EASEMENT AREA is the essence of this agreement and SELLER GRANTS immediate possession of the premises.

BUYER AGREES to pay to SELLER the total lump sum of \$ 979.01 on or before 30 DAYS AFTER BUYER APPROVAL. BUYER may include mortgagees, lien holders, encumbrancers and taxing authorities as payees on warrants as agreement payments.

SELLER WARRANTS there are no tenants on the premises holding under lease except:

This EASEMENT shall apply to and bind the legal successors in interest of the SELLER and SELLER AGREES to warrant good and sufficient title. Names and addresses of lien holders are:

If this agreement is recorded, in addition to the Total Lump Sum, the BUYER AGREES to pay the easement recording fee.

SELLER AGREES to obtain court approval of this agreement, if requested by the BUYER, if title to the premises becomes an asset of any estate, trust, conservatorship or guardianship. BUYER AGREES to pay court approval costs and all other costs necessary to transfer the premises to BUYER, but not ~~attorney fees~~. Claims for such transfer costs shall be paid in amounts supported by paid receipts or signed bills.

[Handwritten signature]
11/11/13
[Handwritten signature]
11/14/13

BUYER AGREES that any agricultural drain tiles that are located within the premises and are damaged or require relocation by highway construction shall be repaired or relocated at no expense to SELLER. Where BUYER specifically agrees to construct and maintain fence, the fence shall be constructed and maintained for vehicle access control purposes only at no expense to SELLER. BUYER shall have the right of entry upon SELLER'S remaining property along the right of way line, if necessary, for the purpose of connecting said drain tile and constructing and maintaining said fence.

If SELLER holds title to the premises in joint tenancy with full rights of survivorship and not as tenants in common at the time of this agreement, BUYER will pay any remaining proceeds to the survivor of that joint tenancy and will accept title solely from that survivor, provided the joint tenancy has not been destroyed by operation of law or acts of SELLER.

This written agreement constitutes the entire agreement between BUYER and SELLER and there is no agreement to do or not do any act or deed except as specifically provided for herein.

SELLER STATES and WARRANTS that, to the best of SELLER'S knowledge, there is no burial site, well, solid waste, disposal site, hazardous substance, nor underground storage tank on the premises described and sought herein, except for the following:

SELLER'S SIGNATURE AND CLAIMANT'S CERTIFICATION: Upon due approval and execution by the BUYER, we the undersigned claimants certify the Total Lump Sum payment shown herein is just and unpaid \$ 979.01.

James M. Hayes
(Unity Healthcare)

(Mailing Address)

(Unity Healthcare)

(Mailing Address)

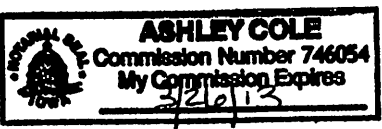
SELLER'S ALL-PURPOSE ACKNOWLEDGMENT

STATE OF IOWA
COUNTY OF MUSCATINE

On this 11th day of JANUARY, 2013, before me, the undersigned, a Notary Public in and for said State, personally appeared JAMES M. HAYES to me personally known or proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

Ashley Cole
(Sign in Ink)

ASHLEY COLE
(Print or Type Name)



Notary Public in and for the State of Iowa
My Commission expires 3/26/13

BUYER'S ACKNOWLEDGMENT
STATE OF IOWA

SEE ATTACHED MUSCATINE CITY COUNCIL RESOLUTION



City Hall, 215 Sycamore St.
Muscatine, IA 52761-3840
(563) 262-4141
Fax (563) 262-4142

**COMMUNITY DEVELOPMENT
PERMANENT EASEMENT DONATION FORM**

**Planning,
Zoning,
Building Safety,
Construction Inspection Services,
Public Health,
Housing Inspections,
Code Enforcement**

Project: Cedar Street Reconstruction
Parcel: 835105002
Owner: Unity Healthcare

As owners of real estate needed for the above referenced project and parcel, and acknowledging the fact that (I) (We) are entitled to just compensation based upon approved appraisal of the subject real estate, nevertheless, desire to donate the right-of-way. (I) (We) will execute the necessary conveyance instruments to transfer said right-of-way in the City of Muscatine, Iowa. This donation to the City of Muscatine, Iowa, is made without any coercive action of any nature.

James M. Hayes 1/11/13
Signature of Owner Date

Signature of Owner Date

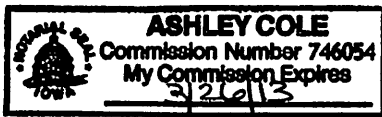
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Ashley Cole
(Sign in Ink)

ASHLEY COLE
(Print or Type Name)

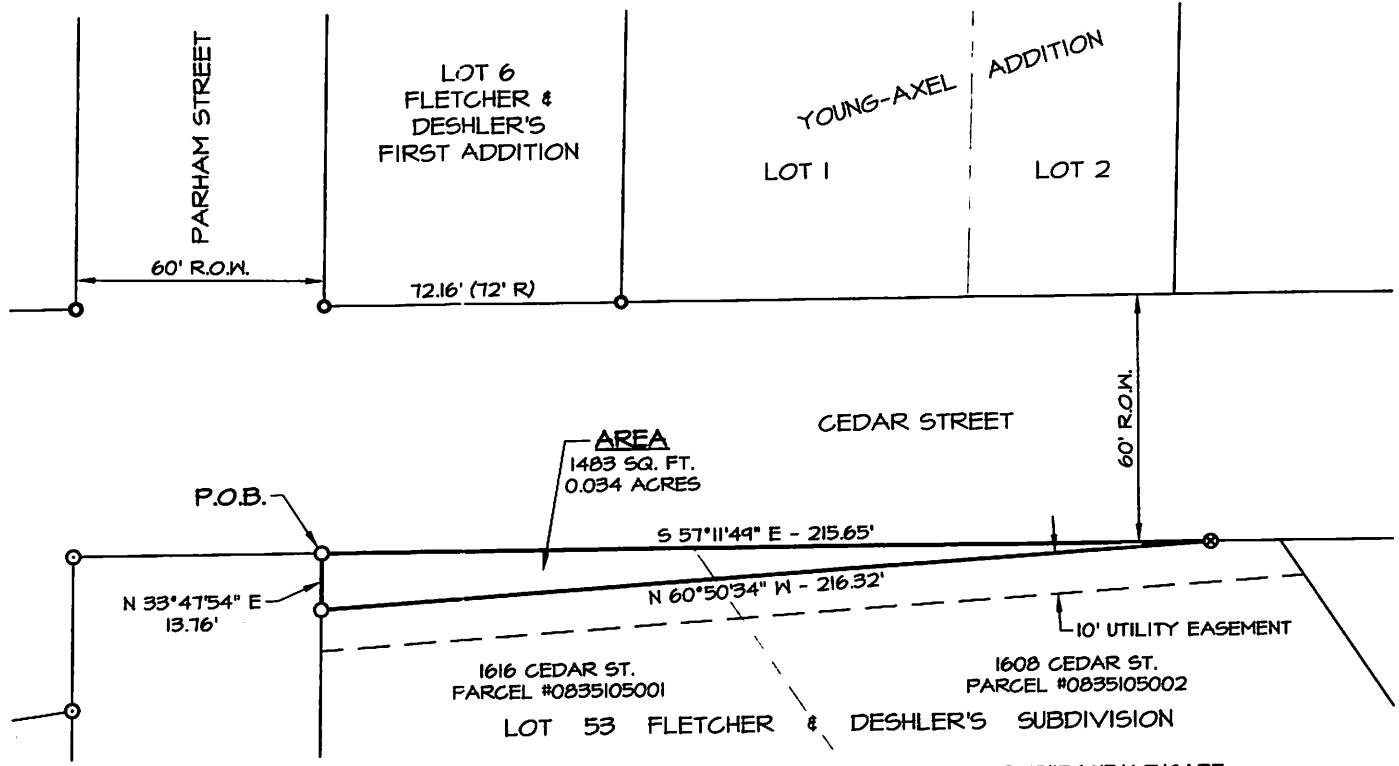


Notary Public in and for the State of Iowa
My Commission expires 3/26/13

**ACQUISITION PLAT
PERMANENT EASEMENT
CEDAR STREET RECONSTRUCTION
UNITY HEALTHCARE
1608 & 1616 CEDAR STREET
PARCEL ID #0835105002 & #0835105001**



**BASIS OF BEARINGS
IOWA STATE PLANE COORDINATE SYSTEM
SOUTH ZONE**



PERMANENT EASEMENT DESCRIPTION -

AN EASEMENT OVER A PART OF LOT 53 OF FLETCHER & DESHLER'S SUBDIVISION OF THE NORTHWEST QUARTER OF SECTION 35, TOWNSHIP 77 NORTH, RANGE 2 WEST OF THE 5TH P.M., IN THE CITY OF MUSCATINE, MUSCATINE COUNTY, IOWA. BEGINNING AT A POINT WHERE THE SOUTHEASTERLY LINE OF PARHAM STREET, EXTENDED, INTERSECTS WITH THE SOUTHWESTERLY LINE OF CEDAR STREET; THENCE SOUTH 57°11'49" EAST 215.65 FEET ALONG THE SOUTHERLY RIGHT OF WAY OF CEDAR STREET; THENCE NORTH 60°50'34" WEST 216.32 FEET; THENCE NORTH 33°47'54" EAST 13.78 FEET TO THE POINT OF BEGINNING, CONTAINING 0.034 ACRES OR 1483 SQUARE FEET.

LEGEND

- PROPERTY LINE
- ▭ PERMANENT EASEMENT
- SET 1/2" X 36" REBAR W/YELLOW CAP #10316
- FOUND 1/2" X 36" REBAR W/YELLOW CAP #10316
- FOUND 3/4" PIPE
- FOUND STEEL T-BAR INSIDE 1" PIPE
- ⊗ SET CUT "X" IN CONCRETE
- (R) R DENOTES RECORD DATA IF OTHER THAN ACTUAL FIELD MEASUREMENT

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.

Gary W. Whitacre
 Gary W. Whitacre
 Date Oct 31, 2012 Reg. No. 10318
 My license renewal date is December 31, 2013



Pages or sheets covered by this seal: 1

PROPRIETOR: UNITY HEALTHCARE

**Martin & Whitacre
Surveyors & Engineers, Inc.**
 P.O. BOX 413 (563)263-7881 MUSCATINE, IOWA

**CITY OF MUSCATINE PERMANENT EASEMENT
LOT 53 OF FLETCHER & DESHLER'S SUBD., MUSCATINE, IOWA**

FILE	BOOK	SCALE	DRN	CHK'D	DATE	JOB NO.
FLETCHER & DESHLER SUBD.	CITY 44	1"=30'	PM	GWM	10/31/12	1361.11
REV.	0	1361 UNITY #3.DWG			SHEET	1 OF 1

PREPARED BY: GARY W. WHITACRE, MARTIN & WHITACRE SURVEYORS & ENGINEERS, INC., P.O. BOX 413, MUSCATINE, IOWA 52761 / PHONE: 563-263-7681



Document#: 2013-02167

Page: 1 of 006

Date:
04/30/2013 @ 09:42 AM

Document Type:
EAS

Fee: Paid \$32.00

Real Estate Transfer Tax:
\$0.00

Cynthia S. Gray - Muscatine County Recorder
414 E 3rd St. Muscatine, IA 52761

Prepared by and return to: Jim Rudisall; City of Muscatine; 215 Sycamore; Muscatine, IA 52761 (563-264-1550, ex. 143)

PERMANENT EASEMENT AGREEMENT

KNOW ALL PERSONS BY THESE PRESENTS that:

Unity Healthcare

(hereinafter called "SELLER") in consideration of the sum of one dollar (\$1) and other valuable consideration to be paid by the City of Muscatine, Iowa upon final approval and acceptance of this Easement by the Muscatine City Council, grants to the City of Muscatine, Iowa, a municipal corporation, (hereinafter called "BUYER") a PERMANENT CONSRUCTION AND MAINTENANCE EASEMENT (hereinafter called "EASEMENT") for Highway and Utility Right-of-Way under, over, through and across certain real estate as described as follows: E 66' Lot 52 (Ex St) & Ex Tri Tract NW Cor W 132' Lot 53 SD SW 1/4, all in Muscatine, Iowa and more particularly shown on the Acquisition Plat (Cedar Street Reconstruction) for 1616 Cedar Street, Muscatine, Iowa and attached as Exhibit A (hereinafter called "EASEMENT AREA") for the purpose of and as shown on the project plans for said highway improvement. The premises also includes all estates, rights, title and interests, including all easements, and all advertising devices and the right to erect such devices as are located thereon, and the following buildings, improvements and other property:

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SELLER, individually or by assignment, easement or otherwise, shall not erect or construct any buildings, structures or appurtenances on the EASEMENT AREA without written permission. In the event of such unauthorized erection or construction by SELLER, BUYER shall not be liable for personal injuries or responsible for damages to the same in carrying out its permissible functions under this easement.

It is further agreed that BUYER (except as above provided) shall be liable for any damage to any property of the SELLER caused by the BUYER herein, its officers, employees or contractors, while

constructing, reconstructing, operating, maintaining, patrolling or removing said electric lines, communications lines, water/sewer mains, associated systems, roadways and associated structures and systems. However, nothing herein contained shall be construed to relieve any contractor, subcontractor or employee of the BUYER from liability to the SELLER, officers, employees, agents or contractors for damages caused by the BUYER, or by any contractor, subcontractor or employee of the assigns.

Where used herein, SELLER shall mean SELLER, SELLERS, their heirs, beneficiaries, fiduciaries, successors or assigns.

~~SELLER CONSENTS to any change of grade of the highway and accepts payment under this agreement for any and all damages arising therefrom. SELLER ACKNOWLEDGES full settlement and payment from BUYER for all claims per the terms of this agreement and discharges BUYER from liability because of this agreement and the construction of this public improvement project.~~

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Possession of the EASEMENT AREA is the essence of this agreement and SELLER GRANTS immediate possession of the premises.

BUYER AGREES to pay to SELLER the total lump sum of one dollar (\$1) and other valuable consideration on or before 30 DAYS AFTER BUYER APPROVAL. BUYER may include mortgagees, lien holders, encumbrancers and taxing authorities as payees on warrants as agreement payments.

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This EASEMENT shall apply to and bind the legal successors in interest of the SELLER and SELLER AGREES to warrant good and sufficient title. Names and addresses of lien holders are:

If this agreement is recorded, in addition to the Total Lump Sum, the BUYER AGREES to pay the easement recording fee.

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If SELLER holds title to the premises in joint tenancy with full rights of survivorship and not as tenants in common at the time of this agreement, BUYER will pay any remaining proceeds to the survivor of that joint tenancy and will accept title solely from that survivor, provided the joint tenancy has not been destroyed by operation of law or acts of SELLER.

This written agreement constitutes the entire agreement between BUYER and SELLER and there is no agreement to do or not do any act or deed except as specifically provided for herein.

SELLER STATES and WARRANTS that, to the best of SELLER'S knowledge, there is no burial site, well, solid waste, disposal site, hazardous substance, nor underground storage tank on the premises described and sought herein, except for the following:

SELLER'S SIGNATURE AND CLAIMANT'S CERTIFICATION: Upon due approval and execution by the BUYER, we the undersigned claimants certify the Total Lump Sum payment shown herein is just and unpaid one dollar (\$1) and other valuable consideration.

James M. Hayes
(Unity Healthcare)

1518 Mulberry Ave, Muscatine
(Mailing Address)

(Unity Healthcare)

(Mailing Address)

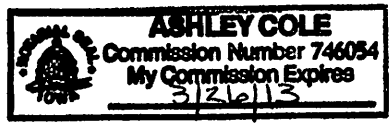
SELLER'S ALL-PURPOSE ACKNOWLEDGMENT

STATE OF IOWA
COUNTY OF MUSCATINE

On this 11th day of JANUARY, 2013, before me, the undersigned, a Notary Public in and for said State, personally appeared JAMES M. HAYES to me personally known or proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

Ashley Cole
(Sign in Ink)

ASHLEY COLE
(Print or Type Name)



Notary Public in and for the State of Iowa
My Commission expires 3/26/13

BUYER'S ACKNOWLEDGMENT
STATE OF IOWA

SEE ATTACHED MUSCATINE CITY COUNCIL RESOLUTION



City Hall, 215 Sycamore St.
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**COMMUNITY DEVELOPMENT
PERMANENT EASEMENT DONATION FORM**

**Planning,
Zoning,
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Project: Cedar Street Reconstruction
Parcel: 835105001
Owner: Unity Healthcare

As owners of real estate needed for the above referenced project and parcel, and acknowledging the fact that (I) (We) are entitled to just compensation based upon approved appraisal of the subject real estate, nevertheless, desire to donate the right-of-way. (I) (We) will execute the necessary conveyance instruments to transfer said right-of-way in the City of Muscatine, Iowa. This donation to the City of Muscatine, Iowa, is made without any coercive action of any nature.

James M. Hayes 1/16/13
Signature of Owner Date

Signature of Owner Date

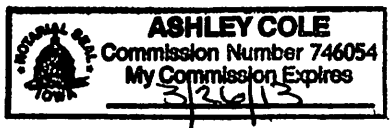
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Ashley Cole
(Sign In Ink)

ASHLEY COLE
(Print or Type Name)



Notary Public in and for the State of Iowa
My Commission expires 3/26/13

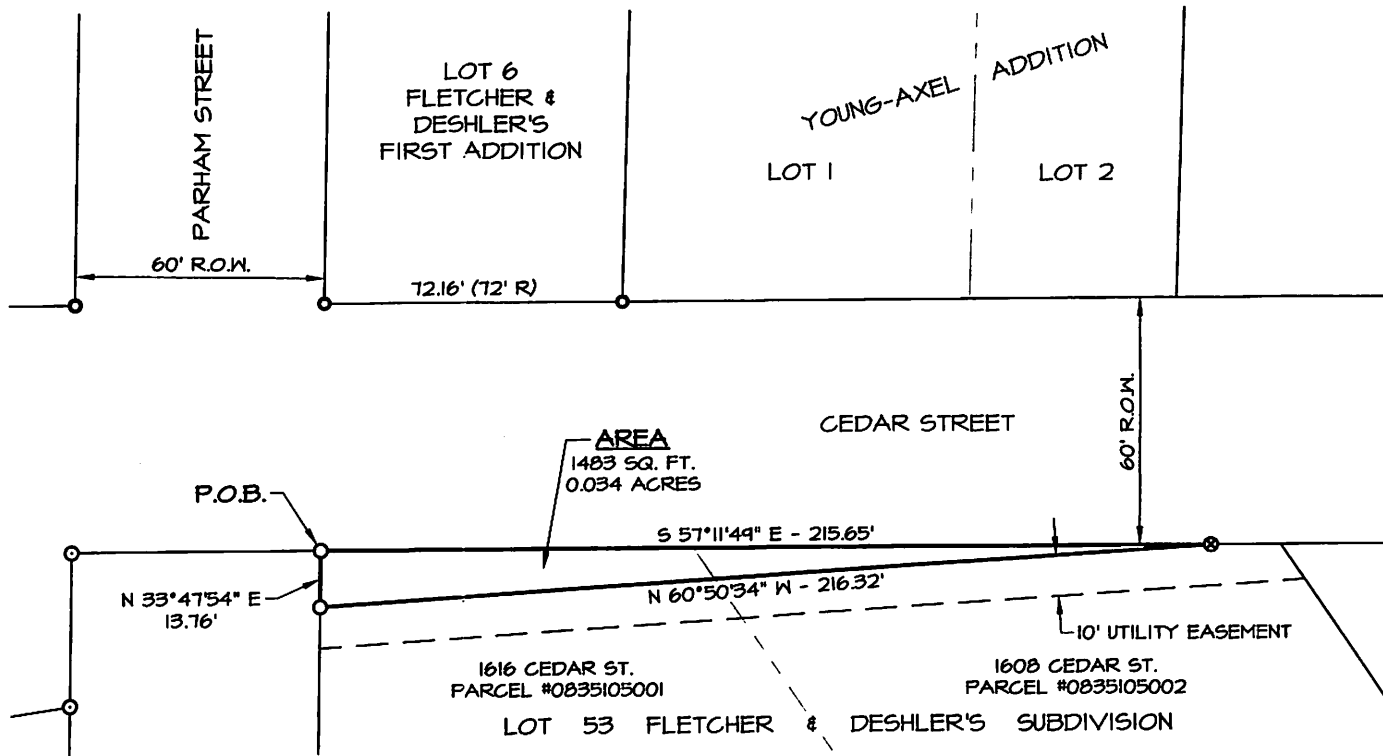
**ACQUISITION PLAT
PERMANENT EASEMENT
CEDAR STREET RECONSTRUCTION
UNITY HEALTHCARE
1608 & 1616 CEDAR STREET
PARCEL ID #0835105002 & #0835105001**



**BASIS OF BEARINGS
IOWA STATE PLANE COORDINATE SYSTEM
SOUTH ZONE**

PERMANENT EASEMENT DESCRIPTION -

AN EASEMENT OVER A PART OF LOT 53 OF FLETCHER & DESHLER'S SUBDIVISION OF THE NORTHWEST QUARTER OF SECTION 35, TOWNSHIP 77 NORTH, RANGE 2 WEST OF THE 5TH P.M., IN THE CITY OF MUSCATINE, MUSCATINE COUNTY, IOWA.
BEGINNING AT A POINT WHERE THE SOUTHEASTERLY LINE OF PARHAM STREET, EXTENDED, INTERSECTS WITH THE SOUTHWESTERLY LINE OF CEDAR STREET; THENCE SOUTH 57°11'49" EAST 215.65 FEET ALONG THE SOUTHERLY RIGHT OF WAY OF CEDAR STREET; THENCE NORTH 60°50'34" WEST 216.32 FEET; THENCE NORTH 33°47'54" EAST 13.76 FEET TO THE POINT OF BEGINNING, CONTAINING 0.034 ACRES OR 1483 SQUARE FEET.



LEGEND

- PROPERTY LINE
- ▭ PERMANENT EASEMENT
- SET 1/2" X 36" REBAR W/YELLOW CAP #10316
- FOUND 1/2" X 36" REBAR W/YELLOW CAP #10316
- FOUND 3/4" PIPE
- FOUND STEEL T-BAR INSIDE 1" PIPE
- ⊗ SET CUT "X" IN CONCRETE
- (R) R DENOTES RECORD DATA IF OTHER THAN ACTUAL FIELD MEASUREMENT

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.

Gary W. Whitacre
Date Oct 31, 2012 Reg. No. 10316
My license renewal date is December 31, 2018



Pages or sheets covered by this seal: 1

PROPRIETOR: UNITY HEALTHCARE

**Martin & Whitacre
Surveyors & Engineers, Inc.**

P.O. BOX 413 (563)263-7891 MUSCATINE, IOWA

CITY OF MUSCATINE		PERMANENT EASEMENT				
LOT 53 OF FLETCHER & DESHLER'S SUBD., MUSCATINE, IOWA						
FILE	BOOK	SCALE	DRN	CHK'D	DATE	JOB NO.
FLETCHER & DESHLER SUBD.	CITY 44	1"=30'	FM	GWW	10/31/12	7361.11
REV.	0	7361 UNITY #3.DWG		SHEET	1	OF 1



Document#: **2013-02168** Page: 1 of 006
 Date: 04/30/2013 @ 09:47 AM Document Type: EAS
 Fee: Paid \$32.00 Real Estate Transfer Tax: \$0.00

Cynthia S. Gray - Muscatine County Recorder
 414 E 3rd St. Muscatine, IA 52761

Prepared by and return to: Jim Rudisill; City of Muscatine; 215 Sycamore; Muscatine, IA 52761 (563-264-1550, ex. 143)

PERMANENT EASEMENT AGREEMENT

KNOW ALL PERSONS BY THESE PRESENTS that:
Unity Healthcare

(hereinafter called "SELLER") in consideration of the sum of \$ 672.39

to be paid by the City of Muscatine, Iowa upon final approval and acceptance of this Easement by the Muscatine City Council, grants to the City of Muscatine, Iowa, a municipal corporation, (hereinafter called "BUYER") a PERMANENT CONSRUCTION AND MAINTENANCE EASEMENT (hereinafter called "EASEMENT") for Highway and Utility Right-of-Way under, over, through and across certain real estate as described as follows: W126.5' Lot 6 F&D Add #1, all in Muscatine, Iowa and more particularly shown on the Acquisition Plat (Cedar Street Reconstruction) for 1617 Cedar Street; Muscatine, Iowa and attached as Exhibit A (hereinafter called "EASEMENT AREA") for the purpose of and as shown on the project plans for said highway improvement. The premises also includes all estates, rights, title and interests, including all easements, and all advertising devices and the right to erect such devices as are located thereon, and the following buildings, improvements and other property:

Said EASEMENT AREA shall also be used for the purpose of constructing, reconstructing, operating, repairing, maintaining, patrolling or removing electric, communications, water and sewer transmission or distribution line(s) or system(s), associated appurtenances or accessories, above or below ground, used and useful in the transmission and distribution of electricity, communications, water and sewer. SELLER further grants unto said BUYER the right of reasonable ingress and egress to, from, over, along and across said EASEMENT AREA and any adjoining lands of the SELLER at all times for the purposes of transporting, erecting, maintaining, repairing, patrolling and removing of said electric lines, communications lines, and water mains, equipment, appurtenances and any parts thereof. The SELLER further agrees that all electric lines, communications lines, water/sewer mains, appurtenances or accessories installed at the expense of the BUYER, shall remain the property of said BUYER, removable at the option of said BUYER.

SELLER, individually or by assignment, easement or otherwise, shall not erect or construct any buildings, structures or appurtenances on the EASEMENT AREA without written permission. In the event of such unauthorized erection or construction by SELLER, BUYER shall not be liable for personal injuries or responsible for damages to the same in carrying out its permissible functions under this easement.

It is further agreed that BUYER (except as above provided) shall be liable for any damage to any

property of the SELLER caused by the BUYER herein, its officers, employees or contractors, while constructing, reconstructing, operating, maintaining, patrolling or removing said electric lines, communications lines, water/sewer mains, associated systems, roadways and associated structures and systems . However, nothing herein contained shall be construed to relieve any contractor, subcontractor or employee of the BUYER from liability to the SELLER, officers, employees, agents or contractors for damages caused by the BUYER, or by any contractor, subcontractor or employee of the assigns.

Where used herein, SELLER shall mean SELLER, SELLERS, their heirs, beneficiaries, fiduciaries, successors or assigns.

~~SELLER CONSENTS to any change of grade of the highway and accepts payment under this agreement for any and all damages arising therefrom. SELLER ACKNOWLEDGES full settlement and payment from BUYER for all claims per the terms of this agreement and discharges BUYER from liability because of this agreement and the construction of this public improvement project.~~

Handwritten:
11/11/13
11/4/13

Possession of the EASEMENT AREA is the essence of this agreement and SELLER GRANTS immediate possession of the premises.

BUYER AGREES to pay to SELLER the total lump sum of \$ 672.39 _____ on or before 30 DAYS AFTER BUYER APPROVAL. BUYER may include mortgagees, lien holders, encumbrancers and taxing authorities as payees on warrants as agreement payments.

SELLER WARRANTS there are no tenants on the premises holding under lease except:

This EASEMENT shall apply to and bind the legal successors in interest of the SELLER and SELLER AGREES to warrant good and sufficient title. Names and addresses of lien holders are:

If this agreement is recorded, in addition to the Total Lump Sum, the BUYER AGREES to pay the easement recording fee.

SELLER AGREES to obtain court approval of this agreement, if requested by the BUYER, if title to the premises becomes an asset of any estate, trust, conservatorship or guardianship. BUYER AGREES to pay court approval costs and all other costs necessary to transfer the premises to BUYER, but not attorney fees. Claims for such transfer costs shall be paid in amounts supported by paid receipts or signed bills.

Handwritten:
11/11/13
11/4/13

BUYER AGREES that any agricultural drain tiles that are located within the premises and are damaged or require relocation by highway construction shall be repaired or relocated at no expense to SELLER. Where BUYER specifically agrees to construct and maintain fence, the fence shall be constructed and maintained for vehicle access control purposes only at no expense to SELLER. BUYER shall have the right of entry upon SELLER'S remaining property along the right of way line, if necessary, for the purpose of connecting said drain tile and constructing and maintaining said fence.

If SELLER holds title to the premises in joint tenancy with full rights of survivorship and not as tenants in common at the time of this agreement, BUYER will pay any remaining proceeds to the survivor of that joint tenancy and will accept title solely from that survivor, provided the joint tenancy has not been destroyed by operation of law or acts of SELLER.

This written agreement constitutes the entire agreement between BUYER and SELLER and there is no agreement to do or not do any act or deed except as specifically provided for herein.

SELLER STATES and WARRANTS that, to the best of SELLER'S knowledge, there is no burial site, well, solid waste, disposal site, hazardous substance, nor underground storage tank on the premises described and sought herein, except for the following:

SELLER'S SIGNATURE AND CLAIMANT'S CERTIFICATION: Upon due approval and execution by the BUYER, we the undersigned claimants certify the Total Lump Sum payment shown herein is just and unpaid \$ 672.39

James M. Hayes
(Unity Healthcare)

1518 Mulberry Ave, Muscatine
(Mailing Address)

(Unity Healthcare)

(Mailing Address)

SELLER'S ALL-PURPOSE ACKNOWLEDGMENT

STATE OF IOWA
COUNTY OF MUSCATINE

On this 1st day of JANUARY, 2013, before me, the undersigned, a Notary Public in and for said State, personally appeared JAMES M. HAYES to me personally known or proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

Ashley Cole
(Sign in Ink)

ASHLEY COLE
(Print or Type Name)



Notary Public in and for the State of Iowa
My Commission expires 3/26/13

BUYER'S ACKNOWLEDGMENT
STATE OF IOWA

SEE ATTACHED MUSCATINE CITY COUNCIL RESOLUTION



City Hall, 215 Sycamore St.
Muscatine, IA 52761-3840
(563) 262-4141
Fax (563) 262-4142

COMMUNITY DEVELOPMENT
PERMANENT EASEMENT DONATION FORM

Planning,
Zoning,
Building Safety,
Construction Inspection Services,
Public Health,
Housing Inspections,
Code Enforcement

Project: Cedar Street Reconstruction
Parcel: 835103001
Owner: Unity Healthcare

As owners of real estate needed for the above referenced project and parcel, and acknowledging the fact that (I) (We) are entitled to just compensation based upon approved appraisal of the subject real estate, nevertheless, desire to donate the right-of-way. (I) (We) will execute the necessary conveyance instruments to transfer said right-of-way in the City of Muscatine, Iowa.
This donation to the City of Muscatine, Iowa, is made without any coercive action of any nature.

James M. Hayes 1/11/13
Signature of Owner Date

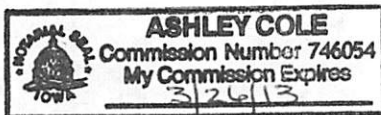
Signature of Owner Date

SELLER'S ALL-PURPOSE ACKNOWLEDGMENT

STATE OF IOWA
COUNTY OF MUSCATINE

On this 11th day of JANUARY, 20 13, before me, the undersigned, a Notary Public in and for said State, personally appeared JAMES M. HAYES, to me personally known or proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

Ashley Cole
(Sign in Ink)
ASHLEY COLE
(Print or Type Name)



Notary Public in and for the State of Iowa
My Commission expires 3/26/13

"I remember Muscatine for its sunsets. I have never seen any on either side of the ocean that equaled them" — Mark Twain

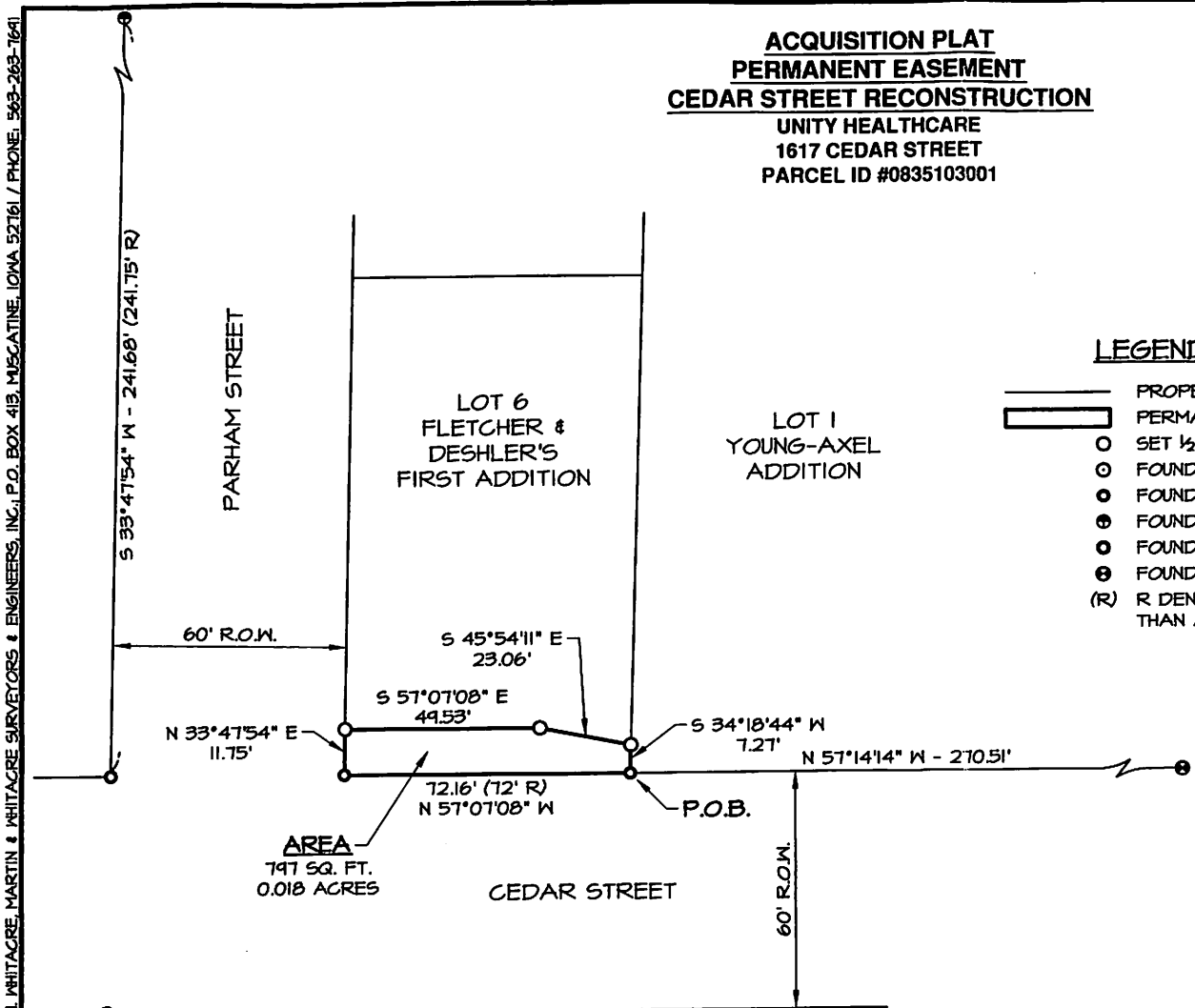
**ACQUISITION PLAT
PERMANENT EASEMENT
CEDAR STREET RECONSTRUCTION**
UNITY HEALTHCARE
1617 CEDAR STREET
PARCEL ID #0835103001



BASIS OF BEARINGS
IOWA STATE PLANE COORDINATE SYSTEM
SOUTH ZONE

LEGEND

- PROPERTY LINE
- ▭ PERMANENT EASEMENT
- SET 1/2" X 36" REBAR W/YELLOW CAP #10316
- FOUND 1/2" X 36" REBAR W/YELLOW CAP #10316
- FOUND 3/4" PIPE
- ⊖ FOUND STEEL T-BAR
- ⊖ FOUND STEEL T-BAR INSIDE 1" PIPE
- ⊖ FOUND CUT "X" IN CONCRETE
- (R) R DENOTES RECORD DATA IF OTHER THAN ACTUAL FIELD MEASUREMENT



PROPRIETOR: UNITY HEALTHCARE

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.

Gary W. Whitacre
Gary W. Whitacre
Date Oct 31, 2012 Reg. No. 10316
My license renewal date is December 31, 2013



Pages or sheets covered by this seal: 1

PERMANENT EASEMENT DESCRIPTION -

AN EASEMENT OVER A PART OF LOT 6 OF FLETCHER & DESHLER'S FIRST ADDITION IN THE CITY OF MUSCATINE, MUSCATINE COUNTY IOWA. BEGINNING AT THE SOUTHEAST CORNER OF LOT 6 OF FLETCHER & DESHLER'S FIRST ADDITION; THENCE NORTH 57°07'08" WEST 72.16 FEET ALONG THE NORTHERLY RIGHT OF WAY OF CEDAR STREET TO THE SOUTHWEST CORNER OF LOT 6 OF FLETCHER & DESHLER'S FIRST ADDITION AND THE EASTERLY RIGHT OF WAY OF PARHAM STREET; THENCE NORTH 33°47'54" EAST 11.75 FEET ALONG THE EASTERLY RIGHT OF WAY OF PARHAM STREET; THENCE SOUTH 57°07'08" EAST 49.53 FEET; THENCE SOUTH 45°54'11" EAST 23.06 FEET TO THE EASTERLY LINE OF LOT 6 OF FLETCHER & DESHLER'S FIRST ADDITION; THENCE SOUTH 34°18'44" WEST 7.27 FEET TO THE EASTERLY LINE OF LOT 6 OF FLETCHER & DESHLER'S FIRST ADDITION TO THE POINT OF BEGINNING, CONTAINING 0.018 ACRES OR 797 SQUARE FEET.

**Martin & Whitacre
Surveyors & Engineers, Inc.**

P.O. BOX 413 (563)283-7691 MUSCATINE, IOWA

CITY OF MUSCATINE						PERMANENT EASEMENT	
LOT 6 OF FLETCHER & DESHLER'S FIRST ADD., MUSCATINE, IA							
FILE	BOOK	SCALE	DRN	CHK'D	DATE	JOB NO.	
FLETCHER & DESHLER'S FIRST ADD.	CITY 44	1"=30'	FM	GMW	10/31/12	T361.11	
REV.	0	T361 UNITY #2.DWG			SHEET	1 OF 1	



Document#: 2013-02165

Page: 1 of 006

Date:
04/30/2013 @ 09:39 AMDocument Type:
EAS

Fee: Paid \$32.00

Real Estate Transfer Tax:
\$0.00Cynthia S. Gray - Muscatine County Recorder
414 E 3rd St. Muscatine, IA 52761

Prepared by and return to: Jim Rudilli; City of Muscatine; 215 Sycamore; Muscatine, IA 52761 (563-264-1550, ex. 143)

PERMANENT EASEMENT AGREEMENT

KNOW ALL PERSONS BY THESE PRESENTS that:
Unity Healthcare

(hereinafter called "SELLER") in consideration of the sum of \$ 4,547.45

to be paid by the City of Muscatine, Iowa upon final approval and acceptance of this Easement by the Muscatine City Council, grants to the City of Muscatine, Iowa, a municipal corporation, (hereinafter called "BUYER") a PERMANENT CONSRUCTION AND MAINTENANCE EASEMENT (hereinafter called "EASEMENT") for Highway and Utility Right-of-Way under, over, through and across certain real estate as described as follows: Lot 2 Krantz SD 2009-06996, all in Muscatine, Iowa and more particularly shown on the Acquisition Plat (Cedar Street Reconstruction) for 1701 Cedar Street; Muscatine, Iowa and attached as Exhibit A (hereinafter called "EASEMENT AREA") for the purpose of and as shown on the project plans for said highway improvement. The premises also includes all estates, rights, title and interests, including all easements, and all advertising devices and the right to erect such devices as are located thereon, and the following buildings, improvements and other property:

Said EASEMENT AREA shall also be used for the purpose of constructing, reconstructing, operating, repairing, maintaining, patrolling or removing electric, communications, water and sewer transmission or distribution line(s) or system(s), associated appurtenances or accessories, above or below ground, used and useful in the transmission and distribution of electricity, communications, water and sewer. SELLER further grants unto said BUYER the right of reasonable ingress and egress to, from, over, along and across said EASEMENT AREA and any adjoining lands of the SELLER at all times for the purposes of transporting, erecting, maintaining, repairing, patrolling and removing of said electric lines, communications lines, and water mains, equipment, appurtenances and any parts thereof. The SELLER further agrees that all electric lines, communications lines, water/sewer mains, appurtenances or accessories installed at the expense of the BUYER, shall remain the property of said BUYER, removable at the option of said BUYER.

SELLER, individually or by assignment, easement or otherwise, shall not erect or construct any buildings, structures or appurtenances on the EASEMENT AREA without written permission. In the event of such unauthorized erection or construction by SELLER, BUYER shall not be liable for personal injuries or responsible for damages to the same in carrying out its permissible functions under this easement.

It is further agreed that BUYER (except as above provided) shall be liable for any damage to any

property of the SELLER caused by the BUYER herein, its officers, employees or contractors, while constructing, reconstructing, operating, maintaining, patrolling or removing said electric lines, communications lines, water/sewer mains, associated systems, roadways and associated structures and systems . However, nothing herein contained shall be construed to relieve any contractor, subcontractor or employee of the BUYER from liability to the SELLER, officers, employees, agents or contractors for damages caused by the BUYER, or by any contractor, subcontractor or employee of the assigns.

Where used herein, SELLER shall mean SELLER, SELLERS, their heirs, beneficiaries, fiduciaries, successors or assigns.

~~SELLER CONSENTS to any change of grade of the highway and accepts payment under this agreement for any and all damages arising therefrom. SELLER ACKNOWLEDGES full settlement and payment from BUYER for all claims per the terms of this agreement and discharges BUYER from liability because of this agreement and the construction of this public improvement project.~~

Handwritten signature and date: 11/14/13

Possession of the EASEMENT AREA is the essence of this agreement and SELLER GRANTS immediate possession of the premises.

BUYER AGREES to pay to SELLER the total lump sum of \$ 4,547.45 on or before 30 DAYS AFTER BUYER APPROVAL. BUYER may include mortgagees, lien holders, encumbrancers and taxing authorities as payees on warrants as agreement payments.

SELLER WARRANTS there are no tenants on the premises holding under lease except:

This EASEMENT shall apply to and bind the legal successors in interest of the SELLER and SELLER AGREES to warrant good and sufficient title. Names and addresses of lien holders are:

If this agreement is recorded, in addition to the Total Lump Sum, the BUYER AGREES to pay the easement recording fee.

SELLER AGREES to obtain court approval of this agreement, if requested by the BUYER, if title to the premises becomes an asset of any estate, trust, conservatorship or guardianship. BUYER AGREES to pay court approval costs and all other costs necessary to transfer the premises to BUYER, but not attorney fees. Claims for such transfer costs shall be paid in amounts supported by paid receipts or signed bills.

Handwritten signature and date: 11/14/13

BUYER AGREES that any agricultural drain tiles that are located within the premises and are damaged or require relocation by highway construction shall be repaired or relocated at no expense to SELLER. Where BUYER specifically agrees to construct and maintain fence, the fence shall be constructed and maintained for vehicle access control purposes only at no expense to SELLER. BUYER shall have the right of entry upon SELLER'S remaining property along the right of way line, if necessary, for the purpose of connecting said drain tile and constructing and maintaining said fence.

If SELLER holds title to the premises in joint tenancy with full rights of survivorship and not as tenants in common at the time of this agreement, BUYER will pay any remaining proceeds to the survivor of that joint tenancy and will accept title solely from that survivor, provided the joint tenancy has not been destroyed by operation of law or acts of SELLER.

This written agreement constitutes the entire agreement between BUYER and SELLER and there is no agreement to do or not do any act or deed except as specifically provided for herein.

SELLER STATES and WARRANTS that, to the best of SELLER'S knowledge, there is no burial site, well, solid waste, disposal site, hazardous substance, nor underground storage tank on the premises described and sought herein, except for the following:

SELLER'S SIGNATURE AND CLAIMANT'S CERTIFICATION: Upon due approval and execution by the BUYER, we the undersigned claimants certify the Total Lump Sum payment shown herein is just and unpaid \$ 4,547.45

James M. Hayes
(Unity Healthcare)

1518 Mulberry Ave, Muscatine
(Mailing Address)

(Unity Healthcare)

(Mailing Address)

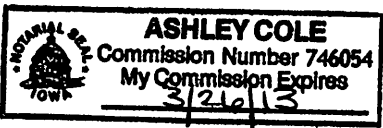
SELLER'S ALL-PURPOSE ACKNOWLEDGMENT

STATE OF IOWA
COUNTY OF MUSCATINE

On this 11th day of JANUARY, 20 13 before me, the undersigned, a Notary Public in and for said State, personally appeared JAMES M. HAYES to me personally known or proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

Ashley Cole
(Sign in Ink)

ASHLEY COLE
(Print or Type Name)



Notary Public in and for the State of Iowa
My Commission expires 3/26/13

BUYER'S ACKNOWLEDGMENT
STATE OF IOWA

SEE ATTACHED MUSCATINE CITY COUNCIL RESOLUTION



City Hall, 215 Sycamore St.
Muscatine, IA 52761-3840
(563) 262-4141
Fax (563) 262-4142

**COMMUNITY DEVELOPMENT
PERMANENT EASEMENT DONATION FORM**

**Planning,
Zoning,
Building Safety,
Construction Inspection Services,
Public Health,
Housing Inspections,
Code Enforcement**

Project: Cedar Street Reconstruction
Parcel: 835101003
Owner: Unity Healthcare

As owners of real estate needed for the above referenced project and parcel, and acknowledging the fact that (I) (We) are entitled to just compensation based upon approved appraisal of the subject real estate, nevertheless, desire to donate the right-of-way. (I) (We) will execute the necessary conveyance instruments to transfer said right-of-way in the City of Muscatine, Iowa. This donation to the City of Muscatine, Iowa, is made without any coercive action of any nature.

James M. Hayes 1/19/13
Signature of Owner Date

Signature of Owner Date

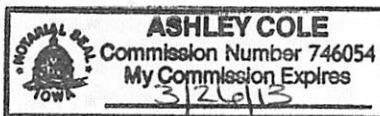
SELLER'S ALL-PURPOSE ACKNOWLEDGMENT

STATE OF IOWA
COUNTY OF MUSCATINE

On this 11th day of JANUARY, 2013, before me, the undersigned, a Notary Public in and for said State, personally appeared JAMES M. HAYES, to me personally known or proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

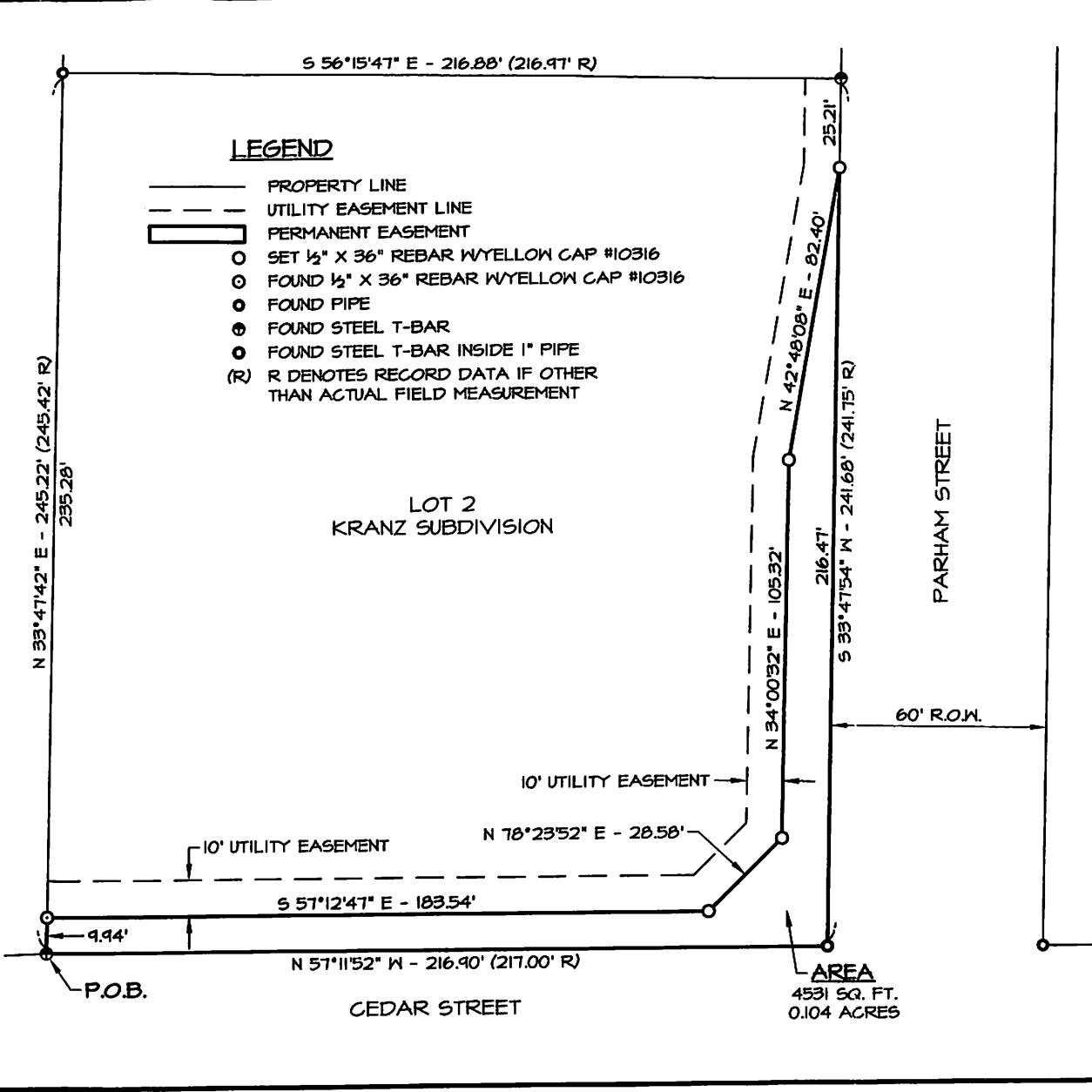
Ashley Cole
(Sign in Ink)

ASHLEY COLE
(Print or Type Name)



Notary Public in and for the State of Iowa
My Commission expires 3/26/13

PREPARED BY: GARY W. WHITACRE, MARTIN & WHITACRE SURVEYORS & ENGINEERS, INC., P.O. BOX 413, MUSCATINE, IOWA 52761 / PHONE: 563-263-1641



**ACQUISITION PLAT
PERMANENT EASEMENT
CEDAR STREET RECONSTRUCTION**

UNITY HEALTHCARE
1701 CEDAR STREET
PARCEL ID #0835101003



BASIS OF BEARINGS
IOWA STATE PLANE COORDINATE SYSTEM
SOUTH ZONE

PERMANENT EASEMENT DESCRIPTION -

AN EASEMENT OVER PART OF LOT 2 OF KRA NZ SUBDIVISION IN THE CITY OF MUSCATINE, MUSCATINE COUNTY, IOWA. BEGINNING AT THE SOUTHWEST CORNER OF LOT 2 OF KRA NZ SUBDIVISION; THENCE NORTH 33°47'42" EAST 9.94 FEET ALONG THE WESTERLY LINE OF LOT 2 OF KRA NZ SUBDIVISION; THENCE SOUTH 57°12'47" EAST 183.54 FEET; THENCE NORTH 78°23'52" EAST 28.58 FEET; THENCE NORTH 34°00'32" EAST 105.32 FEET; THENCE NORTH 42°48'08" EAST 82.40 FEET TO THE EASTERLY LINE OF LOT 2 OF KRA NZ SUBDIVISION AND THE WESTERLY RIGHT OF WAY OF PARHAM STREET; THENCE SOUTH 33°47'54" WEST 216.47 FEET ALONG THE WESTERLY RIGHT OF WAY OF PARHAM STREET TO THE SOUTHEAST CORNER OF LOT 2 OF KRA NZ SUBDIVISION AND THE NORTHERLY RIGHT OF WAY OF CEDAR STREET; THENCE NORTH 57°11'52" WEST 216.90 FEET ALONG THE NORTHERLY RIGHT OF WAY OF CEDAR STREET TO THE POINT OF BEGINNING, CONTAINING 0.104 ACRES OR 4531 SQUARE FEET.

PROPRIETOR: UNITY HEALTHCARE

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.

Gary W. Whitacre
Date Oct 31, 2012 Reg. No. 10316
My license renewal date is December 31, 2013



Pages or sheets covered by this seal: 1

**Martin & Whitacre
Surveyors & Engineers, Inc.**
P.O. BOX 413 (563)263-7691 MUSCATINE, IOWA

CITY OF MUSCATINE PERMANENT EASEMENT
LOT 2 OF KRA NZ SUBDIVISION IN THE CITY OF MUSCATINE, IA

FILE	BOOK	SCALE	DRN	CHK'D	DATE	JOB NO.
KRA NZ	CITY 44	1"=30'	PM	GWM	10/31/12	7361.11
REV.	0				7361 UNITY #LDWS	SHEET 1 OF 1



Document#: **2013-02166** Page: 1 of 006
 Date: 04/30/2013 @ 09:41 AM Document Type: EAS
 Fee: Paid \$32.00 Real Estate Transfer Tax: \$0.00

Cynthia S. Gray - Muscatine County Recorder
 414 E 3rd St. Muscatine, IA 52761

Prepared by and return to: Jim Rudisill; City of Muscatine; 215 Sycamore; Muscatine, IA 52761 (563-264-1550, ex. 143)

PERMANENT EASEMENT AGREEMENT

KNOW ALL PERSONS BY THESE PRESENTS that:
Unity Healthcare

(hereinafter called "SELLER") in consideration of the sum of \$ 158.48

to be paid by the City of Muscatine, Iowa upon final approval and acceptance of this Easement by the Muscatine City Council, grants to the City of Muscatine, Iowa, a municipal corporation, (hereinafter called "BUYER") a PERMANENT CONSRUCTION AND MAINTENANCE EASEMENT (hereinafter called "EASEMENT") for Highway and Utility Right-of-Way under, over, through and across certain real estate as described as follows: Lot 9 Bosten-Grosjean SD, all in Muscatine, Iowa and more particularly shown on the Acquisition Plat (Cedar Street Reconstruction) for Lot 9 of Bosten-Grosjean SD; Muscatine, Iowa and attached as Exhibit A (hereinafter called "EASEMENT AREA") for the purpose of and as shown on the project plans for said highway improvement. The premises also includes all estates, rights, title and interests, including all easements, and all advertising devices and the right to erect such devices as are located thereon, and the following buildings, improvements and other property:

Said EASEMENT AREA shall also be used for the purpose of constructing, reconstructing, operating, repairing, maintaining, patrolling or removing electric, communications, water and sewer transmission or distribution line(s) or system(s), associated appurtenances or accessories, above or below ground, used and useful in the transmission and distribution of electricity, communications, water and sewer. SELLER further grants unto said BUYER the right of reasonable ingress and egress to, from, over, along and across said EASEMENT AREA and any adjoining lands of the SELLER at all times for the purposes of transporting, erecting, maintaining, repairing, patrolling and removing of said electric lines, communications lines, and water mains, equipment, appurtenances and any parts thereof. The SELLER further agrees that all electric lines, communications lines, water/sewer mains, appurtenances or accessories installed at the expense of the BUYER, shall remain the property of said BUYER, removable at the option of said BUYER.

SELLER, individually or by assignment, easement or otherwise, shall not erect or construct any buildings, structures or appurtenances on the EASEMENT AREA without written permission. In the event of such unauthorized erection or construction by SELLER, BUYER shall not be liable for personal injuries or responsible for damages to the same in carrying out its permissible functions under this easement.

It is further agreed that BUYER (except as above provided) shall be liable for any damage to any

property of the SELLER caused by the BUYER herein, its officers, employees or contractors, while constructing, reconstructing, operating, maintaining, patrolling or removing said electric lines, communications lines, water/sewer mains, associated systems, roadways and associated structures and systems . However, nothing herein contained shall be construed to relieve any contractor, subcontractor or employee of the BUYER from liability to the SELLER, officers, employees, agents or contractors for damages caused by the BUYER, or by any contractor, subcontractor or employee of the assigns.

Where used herein, SELLER shall mean SELLER, SELLERS, their heirs, beneficiaries, fiduciaries, successors or assigns.

~~SELLER CONSENTS to any change of grade of the highway and accepts payment under this agreement for any and all damages arising therefrom. SELLER ACKNOWLEDGES full settlement and payment from BUYER for all claims per the terms of this agreement and discharges BUYER from liability because of this agreement and the construction of this public improvement project.~~

[Handwritten signature]
11/14/13
[Handwritten signature]
11/14/13

Possession of the EASEMENT AREA is the essence of this agreement and SELLER GRANTS immediate possession of the premises.

BUYER AGREES to pay to SELLER the total lump sum of \$ 158.48 on or before 30 DAYS AFTER BUYER APPROVAL. BUYER may include mortgagees, lien holders, encumbrancers and taxing authorities as payees on warrants as agreement payments.

SELLER WARRANTS there are no tenants on the premises holding under lease except:

This EASEMENT shall apply to and bind the legal successors in interest of the SELLER and SELLER AGREES to warrant good and sufficient title. Names and addresses of lien holders are:

If this agreement is recorded, in addition to the Total Lump Sum, the BUYER AGREES to pay the easement recording fee.

SELLER AGREES to obtain court approval of this agreement, if requested by the BUYER, if title to the premises becomes an asset of any estate, trust, conservatorship or guardianship. BUYER AGREES to pay court approval costs and all other costs necessary to transfer the premises to BUYER, ~~but not attorney fees~~. Claims for such transfer costs shall be paid in amounts supported by paid receipts or signed bills.

[Handwritten signature]
11/14/13
[Handwritten signature]
11/14/13

BUYER AGREES that any agricultural drain tiles that are located within the premises and are damaged or require relocation by highway construction shall be repaired or relocated at no expense to SELLER. Where BUYER specifically agrees to construct and maintain fence, the fence shall be constructed and maintained for vehicle access control purposes only at no expense to SELLER. BUYER shall have the right of entry upon SELLER'S remaining property along the right of way line, if necessary, for the purpose of connecting said drain tile and constructing and maintaining said fence.

If SELLER holds title to the premises in joint tenancy with full rights of survivorship and not as tenants in common at the time of this agreement, BUYER will pay any remaining proceeds to the survivor of that joint tenancy and will accept title solely from that survivor, provided the joint tenancy has not been destroyed by operation of law or acts of SELLER.

This written agreement constitutes the entire agreement between BUYER and SELLER and there is no agreement to do or not do any act or deed except as specifically provided for herein.

SELLER STATES and WARRANTS that, to the best of SELLER'S knowledge, there is no burial site, well, solid waste, disposal site, hazardous substance, nor underground storage tank on the premises described and sought herein, except for the following:

SELLER'S SIGNATURE AND CLAIMANT'S CERTIFICATION: Upon due approval and execution by the BUYER, we the undersigned claimants certify the Total Lump Sum payment shown herein is just and unpaid \$ 158.48 .

James M. Hayes
(Unity Healthcare)

1518 Mulberry Ave, Muscatine
(Mailing Address)

(Unity Healthcare)

(Mailing Address)

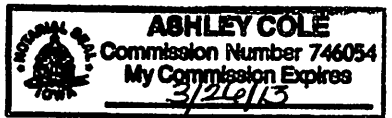
SELLER'S ALL-PURPOSE ACKNOWLEDGMENT

STATE OF IOWA
COUNTY OF MUSCATINE

On this 14th day of JANUARY, 20 13, before me, the undersigned, a Notary Public in and for said State, personally appeared JAMES M. HAYES, to me personally known or proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

Ashley Cole
(Sign in Ink)

ASHLEY COLE
(Print or Type Name)



Notary Public in and for the State of Iowa
My Commission expires 3/26/13

BUYER'S ACKNOWLEDGMENT
STATE OF IOWA

SEE ATTACHED MUSCATINE CITY COUNCIL RESOLUTION



City Hall, 215 Sycamore St.
Muscatine, IA 52761-3840
(563) 262-4141
Fax (563) 262-4142

COMMUNITY DEVELOPMENT
PERMANENT EASEMENT DONATION FORM

**Planning,
Zoning,
Building Safety,
Construction Inspection Services,
Public Health,
Housing Inspections,
Code Enforcement**

Project: Cedar Street Reconstruction
Parcel: 8351176009 (Portion)
Owner: Unity Healthcare

As owners of real estate needed for the above referenced project and parcel, and acknowledging the fact that (I) (We) are entitled to just compensation based upon approved appraisal of the subject real estate, nevertheless, desire to donate the right-of-way. (I) (We) will execute the necessary conveyance instruments to transfer said right-of-way in the City of Muscatine, Iowa. This donation to the City of Muscatine, Iowa, is made without any coercive action of any nature.

James M. Hayes 1/14/13
Signature of Owner Date

Signature of Owner Date

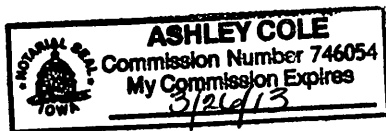
SELLER'S ALL-PURPOSE ACKNOWLEDGMENT

STATE OF IOWA
COUNTY OF MUSCATINE

On this 14th day of JANUARY, 2013, before me, the undersigned, a Notary Public in and for said State, personally appeared JAMES M. HAYES, to me personally known or proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

Ashley Cole
(Sign in Ink)

ASHLEY COLE
(Print or Type Name)

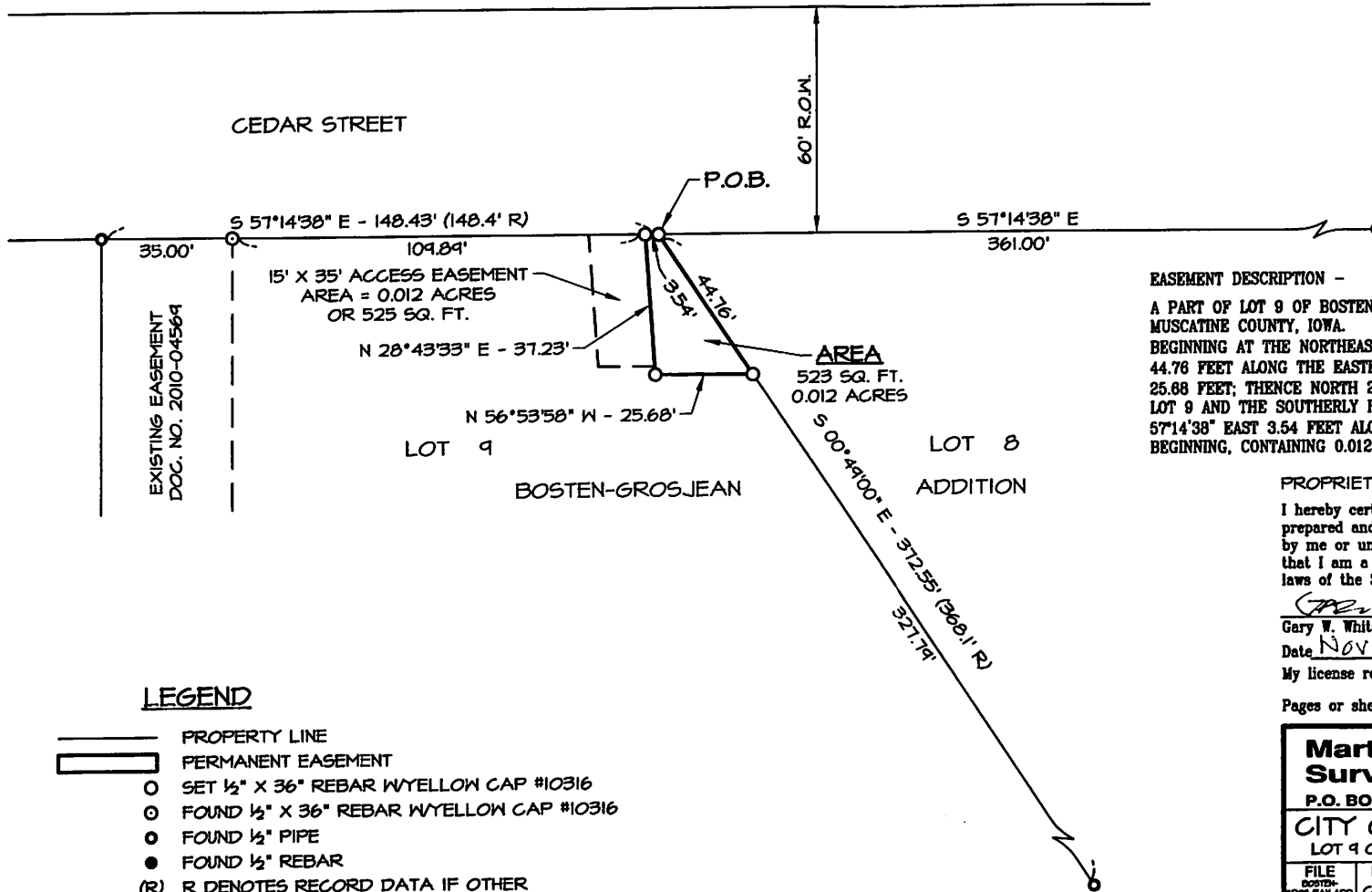


Notary Public in and for the State of Iowa
My Commission expires 3/26/13

**ACQUISITION PLAT
PERMANENT EASEMENT
CEDAR STREET RECONSTRUCTION
UNITY HEALTHCARE
PARCEL ID #0835176009**



**BASIS OF BEARINGS
IOWA STATE PLANE COORDINATE SYSTEM
SOUTH ZONE**



EASEMENT DESCRIPTION -

A PART OF LOT 9 OF BOSTEN-GROSJEAN ADDITION TO THE CITY OF MUSCATINE, MUSCATINE COUNTY, IOWA. BEGINNING AT THE NORTHEAST CORNER OF LOT 9; THENCE SOUTH 00°49'00" EAST 44.76 FEET ALONG THE EASTERLY LINE OF LOT 9; THENCE NORTH 56°53'58" WEST 25.68 FEET; THENCE NORTH 28°43'33" EAST 37.23 FEET TO THE NORTHERLY LINE OF LOT 9 AND THE SOUTHERLY RIGHT OF WAY OF CEDAR STREET; THENCE SOUTH 57°14'38" EAST 3.54 FEET ALONG THE NORTHERLY LINE OF LOT 9 TO THE POINT OF BEGINNING, CONTAINING 0.012 ACRES OR 523 SQUARE FEET.

PROPRIETOR: UNITY HEALTHCARE

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.

Gary W. Whitacre
 Gary W. Whitacre
 Date Nov 1 2012 Reg. No. 10316
 My license renewal date is December 31, 2013



Pages or sheets covered by this seal: 1

LEGEND

- PROPERTY LINE
- ▭ PERMANENT EASEMENT
- SET 1/2" X 3/8" REBAR W/YELLOW CAP #10316
- ⊙ FOUND 1/2" X 3/8" REBAR W/YELLOW CAP #10316
- FOUND 1/2" PIPE
- FOUND 1/2" REBAR
- (R) R DENOTES RECORD DATA IF OTHER THAN ACTUAL FIELD MEASUREMENT

**Martin & Whitacre
Surveyors & Engineers, Inc.**
 P.O. BOX 413 (563)263-7691 MUSCATINE, IOWA

**CITY OF MUSCATINE PERMANENT EASEMENT
LOT 9 OF BOSTEN-GROSJEAN ADDITION, MUSCATINE, IOWA**

FILE	BOOK	SCALE	DRN	CHK'D	DATE	JOB NO.
BOSTEN-GROSJEAN ADD.	CITY 42	1"=30'	PM	GWW	11/12	T361.11
REV.	0	T361 GAS ESMNT.DWG			SHEET	1 OF 1

PREPARED BY: GARY W. WHITACRE, MARTIN & WHITACRE SURVEYORS & ENGINEERS, INC., P.O. BOX 413, MUSCATINE, IOWA 52761 / PHONE: 563-263-7691



Document#: 2013-02162

Page: 1 of 008

Date: 04/30/2013 @ 09:28 AM

Document Type: DDQ

Fee: Paid \$47.00

Real Estate Transfer Tax: \$0.00

Cynthia S. Gray - Muscatine County Recorder
414 E 3rd St. Muscatine, IA 52761

Form prepared by and returned to Jim Rudisill, Planning/CD Coord.; Muscatine City Hall; 215 Sycamore; Muscatine, IA 52761
563-264-1550 (ext. 143); jrudisill@muscatineiowa.gov

QUIT CLAIM DEED

THIS QUITCLAIM DEED, executed this 7th day of February (month)
2013 (year), by Muscatine Community Y the first party,
whose address is 1823 Logan Street and the City of Muscatine, Iowa,
the second party, whose address is Muscatine City Hall; 215 Sycamore; Muscatine, IA .

WITNESSETH, that the said first party, for good consideration and for the sum of
one Dollar (\$1.00) and other consideration paid by the said second party, the
receipt whereof is hereby acknowledged, does hereby remise, release and quitclaim unto the
said second party forever, all the right title, interest and claim which the said first party has in
and to the following described parcel of land, and improvements and appurtenances thereto in
the County of Muscatine, State of Iowa, to wit:

SEE EXHIBIT A

SELLER'S SIGNATURE AND CLAIMANT'S CERTIFICATION: Upon due approval and
execution by the BUYER, we the undersigned claimants certify the Total Lump Sum payment
shown herein is just and paid \$1.00 and other consideration.

Muscatine Community Y

Bret Olson
Bret Olson, Executive Director

1823 Logan Street
(Mailing Address)

(Mailing Address)

SELLER'S ALL-PURPOSE ACKNOWLEDGMENT

STATE OF IOWA
COUNTY OF MUSCATINE

On this 7th day of February, 2013, before me, the undersigned, a Notary Public in and for said State, personally appeared Bret Olson, Ex. Director of Community, to me personally known or proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/ their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

James Rudisill
(Sign in Ink)
JAMES RUDISILL
(Print or Type Name)



James Rudisill
Iowa Notarial Seal
Commission Number 765598
My Commission Expires 11/19/2013

Notary Public in and for the State of Iowa
My Commission expires 11/19/2013

BUYER'S ACKNOWLEDGMENT
STATE OF IOWA

SEE ATTACHED MUSCATINE CITY COUNCIL RESOLUTION

Prepared by and return to Jim Rudisill, 215 Sycamore St., Muscatine, IA 52761 – (563) 264-1550

DEDICATION OF RIGHT OF WAY

STATE OF IOWA, MUSCATINE COUNTY, ss:

The undersigned Muscatine Community Y, of the City of Muscatine and County of Muscatine, State of Iowa; do hereby certify that I am/We are the owner(s) in fee simple of all the real estate embraced within the limits of the Acquisition Plat of Cedar Street Reconstruction project in the City of Muscatine, Muscatine County, Iowa, which Plat is hereto attached and by this reference made a part of this dedication.

The undersigned, Muscatine Community Y, does (do) further certify and declare that said Plat was made under his/her/their direction, consent and accordance with his/her/their express desire; and , does hereby dedicate the rights-of-way on said Plat to the City of Muscatine, Iowa and to public use forever; and that this Dedication is the free act and deed of the undersigned.

Dated at Muscatine, Iowa this 7th day of 2013

By 
Bret Olson, Executive Director

By _____

SELLER'S ACKNOWLEDGEMENT

STATE OF IOWA
COUNTY OF MUSCATINE

On this 7th day of February, 20 12, before me, the undersigned, a Notary Public in and for said State, personally appeared Bret Olson, Ex. Dir. Community Y, to me personally known or proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

James Rudisill
(Sign in Ink)
JAMES RUDISILL
(Print or Type Name)



James Rudisill
Iowa Notarial Seal
Commission Number 765598
My Commission Expires 11/19/2013

Notary Public in and for the State of Iowa
My Commission expires 11/19/2013

Sign Relocation Agreement

This Agreement is entered into this 7th day of February 2013, by and between Muscatine Family Y (f/k/a Family YMCA of Muscatine, Iowa) (Owner) and the City of Muscatine, Iowa (City).

WHEREAS, the City wishes to acquire certain real estate of the Owner for purposes of roadway and other transportation uses and extension of public and private utility services, as described and shown on the attached Acquisition Plat (Plat); and by this reference made a part hereof; and

WHEREAS the Owner wishes to receive certain considerations as conditions to such acquisitions;

NOW, THEREFORE, it is hereby agreed by and between the Owner and the City as follows:

1. The Owner grants to the City a quit claim deed to the area described and located as the Acquisition Area, as shown and defined on the Plat hereto attached and by this reference made a part hereof.
2. The Owner has an electronic programmable sign mounted on a pedestal (Owner's Sign) a photograph of which is attached to this Memorandum and incorporated by reference. The parties agree that the Owner's Sign needs to be relocated to allow for the City's planned construction project. The parties acknowledge that the Owner's Sign is currently located in the Acquisition Area, that the Owner's Sign is a valued asset of the Owner, and a key tool to communicating with Owner's members and the public.
3. The City shall be responsible for relocating and reinstalling the Owner's Sign to a site on Owner's property mutually agreed to by both parties. The City shall be responsible for all costs associated with the relocation of the Owner's Sign, connection to utilities, and construction of a new mount (all in comparable quality and appearance to what is being replaced). The City agrees that the Sign will be relocated within a time period mutually approved by both parties. Should the Owner's Sign or any of the components or associated equipment be damaged by the City's activities, City is responsible for all costs associated with replacing and repairing the Owner's Sign, components or associated equipment, with that of comparable quality, appearance and functionality to what is being replaced. The City and Owner will coordinate the removal and replacement of the Owner's Sign to minimize impact on Owner. City intends that the relocation of the Owner's sign will be completed during the 2012-13 Cedar Street Reconstruction Project's Phase II construction period, expected to last for 30 days and beginning somewhere between mid-July and ending in September 2013. The Muscatine City Engineer will coordinate the relocation activities with the Owner.
4. This Agreement shall be binding upon and shall inure to the benefit of each party, a party's successors in interest, legal representatives and assigns, subject to the limits identified in this Agreement or subject to state law and regulations.
5. Although the City has established a value for the Acquisition Area of \$611.70, to which the Owner is entitled, Owner agrees to waive this compensation and donate said Acquisition Area to the City, provided all parties agree to the provisions of this Agreement and the City complies with all the provisions of this Agreement.

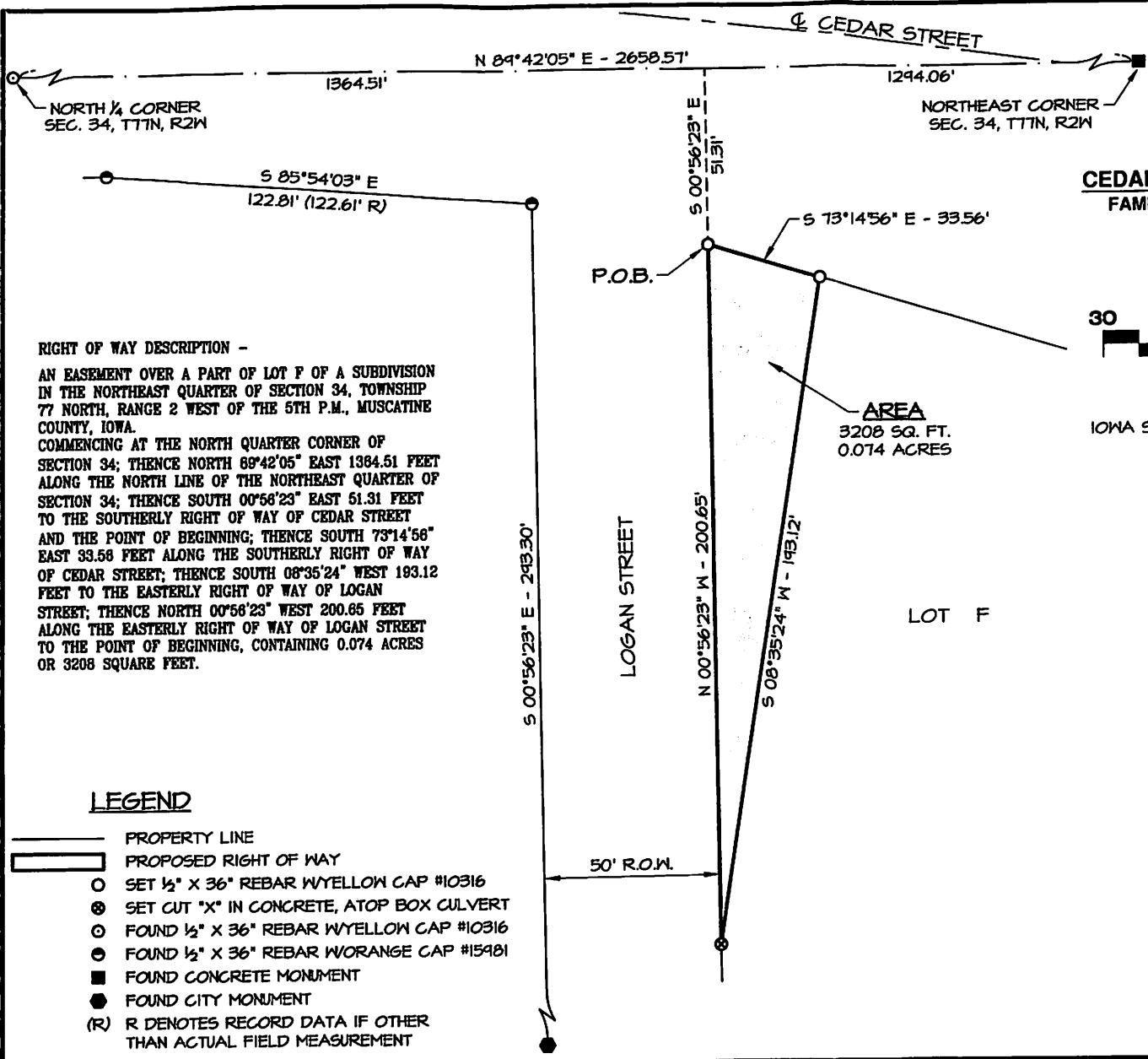
Signed this 7th day of February 2013

Bret Olson
Bret Olson – Executive Director (Muscatine Community Y)

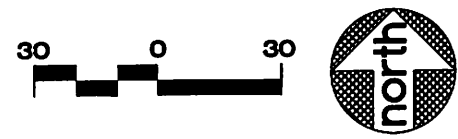
DeWayne M. Hopkins
DeWayne M. Hopkins – Mayor (City of Muscatine)

Attest:
Gregg Mandsager
Gregg Mandsager, Clerk (City of Muscatine)

PREPARED BY: GARY W. WHITACRE, MARTIN & WHITACRE SURVEYORS & ENGINEERS, INC., P.O. BOX 413, MUSCATINE, IOWA 52761 / PHONE: 563-263-7691



ACQUISITION PLAT
RIGHT OF WAY
CEDAR STREET RECONSTRUCTION
 FAMILY YMCA OF MUSCATINE, IOWA
 1823 LOGAN STREET
 PARCEL ID #0834227001



BASIS OF BEARINGS
 IOWA STATE PLANE COORDINATE SYSTEM
 SOUTH ZONE

AREA
 3208 SQ. FT.
 0.074 ACRES

RIGHT OF WAY DESCRIPTION -
 AN EASEMENT OVER A PART OF LOT F OF A SUBDIVISION IN THE NORTHEAST QUARTER OF SECTION 34, TOWNSHIP 77 NORTH, RANGE 2 WEST OF THE 5TH P.M., MUSCATINE COUNTY, IOWA.
 COMMENCING AT THE NORTH QUARTER CORNER OF SECTION 34; THENCE NORTH 89°42'05" EAST 1364.51 FEET ALONG THE NORTH LINE OF THE NORTHEAST QUARTER OF SECTION 34; THENCE SOUTH 00°56'23" EAST 51.31 FEET TO THE SOUTHERLY RIGHT OF WAY OF CEDAR STREET AND THE POINT OF BEGINNING; THENCE SOUTH 73°14'56" EAST 33.58 FEET ALONG THE SOUTHERLY RIGHT OF WAY OF CEDAR STREET; THENCE SOUTH 08°35'24" WEST 193.12 FEET TO THE EASTERLY RIGHT OF WAY OF LOGAN STREET; THENCE NORTH 00°56'23" WEST 200.65 FEET ALONG THE EASTERLY RIGHT OF WAY OF LOGAN STREET TO THE POINT OF BEGINNING, CONTAINING 0.074 ACRES OR 3208 SQUARE FEET.

LEGEND

- PROPERTY LINE
- ▭ PROPOSED RIGHT OF WAY
- SET 1/2" X 36" REBAR W/YELLOW CAP #10316
- ⊗ SET CUT "X" IN CONCRETE, ATOP BOX CULVERT
- FOUND 1/2" X 36" REBAR W/YELLOW CAP #10316
- FOUND 1/2" X 36" REBAR W/ORANGE CAP #15981
- FOUND CONCRETE MONUMENT
- FOUND CITY MONUMENT
- (R) R DENOTES RECORD DATA IF OTHER THAN ACTUAL FIELD MEASUREMENT

PROPRIETOR: FAMILY YMCA OF MUSCATINE, 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 Land Surveyor under the laws of the State of Iowa.

Gary W. Whitacre
 Gary W. Whitacre
 Date FEB 26, 2013 Reg. No. 10316
 My license renewal date is December 31, 2013



Pages or sheets covered by this seal: 1

Martin & Whitacre						
Surveyors & Engineers, Inc.						
P.O. BOX 413		(563)263-7691		MUSCATINE, IOWA		
CITY OF MUSCATINE ACQUISITION PLAT						
IN THE NE 1/4 OF SECTION 34, T77N, R21W, MUSCATINE CO., IOWA						
FILE	BOOK	SCALE	DRN	CHK'D	DATE	JOB NO.
34-T77N-21W	CITY 44	1"=30'	PM	GWW	2/21/13	T361.11
REV.	0	T361 YMCADWS			SHEET	1 OF 1



Document#: 2013-02161

Page: 1 of 005

Date: 04/30/2013 @ 09:25 AM

Document Type: EAS

Fee: Paid \$27.00

Real Estate Transfer Tax: \$0.00

Cynthia S. Gray - Muscatine County Recorder
414 E 3rd St. Muscatine, IA 52761

Prepared by and return to: Jim Rudisill; City of Muscatine; 215 Sycamore; Muscatine, IA 52761 (563-264-1550, ex. 143)

PERMANENT EASEMENT AGREEMENT

KNOW ALL PERSONS BY THESE PRESENTS that:
Community Nursing Foundation

(hereinafter called "SELLER") in consideration of the sum of \$ 46.34

to be paid by the City of Muscatine, Iowa upon final approval and acceptance of this Easement by the Muscatine City Council, grants to the City of Muscatine, Iowa, a municipal corporation, (hereinafter called "BUYER") a PERMANENT CONSRUCTION AND MAINTENANCE EASEMENT (hereinafter called "EASEMENT") for Highway and Utility Right-of-Way under, over, through and across certain real estate as described as follows: Lots 1 & 2 Young-Anel Add, all in Muscatine, Iowa and more particularly shown on the Acquisition Plat (Cedar Street Reconstruction) for 1609 Cedar Street; Muscatine, Iowa and attached as Exhibit A (hereinafter called "EASEMENT AREA") for the purpose of and as shown on the project plans for said highway improvement. The premises also includes all estates, rights, title and interests, including all easements, and all advertising devices and the right to erect such devices as are located thereon, and the following buildings, improvements and other property:

Said EASEMENT AREA shall also be used for the purpose of constructing, reconstructing, operating, repairing, maintaining, patrolling or removing electric, communications, water and sewer transmission or distribution line(s) or system(s), associated appurtenances or accessories, above or below ground, used and useful in the transmission and distribution of electricity, communications, water and sewer. SELLER further grants unto said BUYER the right of reasonable ingress and egress to, from, over, along and across said EASEMENT AREA and any adjoining lands of the SELLER at all times for the purposes of transporting, erecting, maintaining, repairing, patrolling and removing of said electric lines, communications lines, and water mains, equipment, appurtenances and any parts thereof. The SELLER further agrees that all electric lines, communications lines, water/sewer mains, appurtenances or accessories installed at the expense of the BUYER, shall remain the property of said BUYER, removable at the option of said BUYER.

SELLER, individually or by assignment, easement or otherwise, shall not erect or construct any buildings, structures or appurtenances on the EASEMENT AREA without written permission. In the event of such unauthorized erection or construction by SELLER, BUYER shall not be liable for personal injuries or responsible for damages to the same in carrying out its permissible functions under this easement.

It is further agreed that BUYER (except as above provided) shall be liable for any damage to any

property of the SELLER caused by the BUYER herein, its officers, employees or contractors, while constructing, reconstructing, operating, maintaining, patrolling or removing said electric lines, communications lines, water/sewer mains, associated systems, roadways and associated structures and systems . However, nothing herein contained shall be construed to relieve any contractor, subcontractor or employee of the BUYER from liability to the SELLER, officers, employees, agents or contractors for damages caused by the BUYER, or by any contractor, subcontractor or employee of the assigns.

Where used herein, SELLER shall mean SELLER, SELLERS, their heirs, beneficiaries, fiduciaries, successors or assigns.

~~SELLER CONSENTS to any change of grade of the highway and accepts payment under this agreement for any and all damages arising therefrom. SELLER ACKNOWLEDGES full settlement and payment from BUYER for all claims per the terms of this agreement and discharges BUYER from liability because of this agreement and the construction of this public improvement project.~~



Possession of the EASEMENT AREA is the essence of this agreement and SELLER GRANTS immediate possession of the premises.

BUYER AGREES to pay to SELLER the total lump sum of \$ 46.34 on or before 30 DAYS AFTER BUYER APPROVAL. BUYER may include mortgagees, lien holders, encumbrancers and taxing authorities as payees on warrants as agreement payments.

SELLER WARRANTS there are no tenants on the premises holding under lease except:

This EASEMENT shall apply to and bind the legal successors in interest of the SELLER and SELLER AGREES to warrant good and sufficient title. Names and addresses of lien holders are:

If this agreement is recorded, in addition to the Total Lump Sum, the BUYER AGREES to pay the easement recording fee.

SELLER AGREES to obtain court approval of this agreement, if requested by the BUYER, if title to the premises becomes an asset of any estate, trust, conservatorship or guardianship. BUYER AGREES to pay court approval costs and all other costs necessary to transfer the premises to BUYER, ~~but not attorney fees.~~ Claims for such transfer costs shall be paid in amounts supported by paid receipts or signed bills.



BUYER AGREES that any agricultural drain tiles that are located within the premises and are damaged or require relocation by highway construction shall be repaired or relocated at no expense to SELLER. Where BUYER specifically agrees to construct and maintain fence, the fence shall be constructed and maintained for vehicle access control purposes only at no expense to SELLER. BUYER shall have the right of entry upon SELLER'S remaining property along the right of way line, if necessary, for the purpose of connecting said drain tile and constructing and maintaining said fence.

If SELLER holds title to the premises in joint tenancy with full rights of survivorship and not as tenants in common at the time of this agreement, BUYER will pay any remaining proceeds to the survivor of that joint tenancy and will accept title solely from that survivor, provided the joint tenancy has not been destroyed by operation of law or acts of SELLER.

This written agreement constitutes the entire agreement between BUYER and SELLER and there is no agreement to do or not do any act or deed except as specifically provided for herein.

SELLER STATES and WARRANTS that, to the best of SELLER'S knowledge, there is no burial site, well, solid waste, disposal site, hazardous substance, nor underground storage tank on the premises described and sought herein, except for the following:

SELLER'S SIGNATURE AND CLAIMANT'S CERTIFICATION: Upon due approval and execution by the BUYER, we the undersigned claimants certify the Total Lump Sum payment shown herein is just and unpaid \$ 46.34.

David J. Meloy, Vice-Chair
(Community Nursing Foundation)

1609 Cedar St, Muscatine
(Mailing Address)

(Community Nursing Foundation)

(Mailing Address)

SELLER'S ALL-PURPOSE ACKNOWLEDGMENT

STATE OF IOWA
COUNTY OF MUSCATINE

On this 5 day of FEBRUARY, 20 13, before me, the undersigned, a Notary Public in and for said State, personally appeared DAVID J. MELOY, VICE-CHAIR, to me personally known or proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

Carla J. Smith
(Sign in Ink)

Carla J. Smith
(Print or Type Name)



Notary Public in and for the State of Iowa
My Commission expires 7-18-15

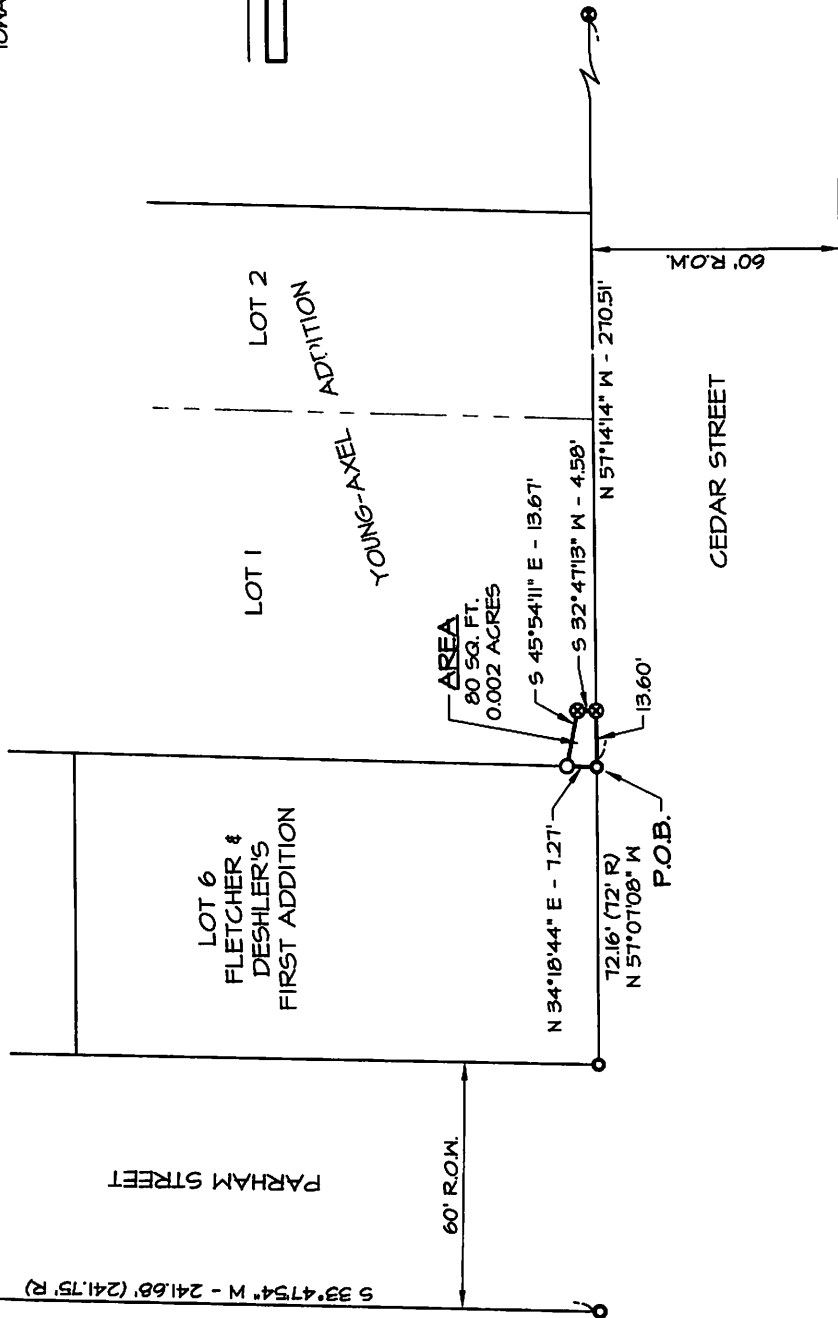
BUYER'S ACKNOWLEDGMENT
STATE OF IOWA

SEE ATTACHED MUSCATINE CITY COUNCIL RESOLUTION

**ACQUISITION PLAT
PERMANENT EASEMENT
CEDAR STREET RECONSTRUCTION
COMMUNITY NURSING FOUNDATION
1609 CEDAR STREET
PARCEL ID #0835103026**



BASIS OF BEARINGS
IOWA STATE PLANE COORDINATE SYSTEM
SOUTH ZONE



LEGEND

- PROPERTY LINE
- PERMANENT EASEMENT
- SET 1/2" X 3/8" REBAR W/YELLOW CAP #10316
- FOUND 3/4" PIPE
- FOUND STEEL T-BAR
- FOUND STEEL T-BAR INSIDE 1" PIPE
- FOUND CUT "X" IN CONCRETE
- FOUND CUT "X" IN CONCRETE
- (R) R DENOTES RECORD DATA IF OTHER THAN ACTUAL FIELD MEASUREMENT

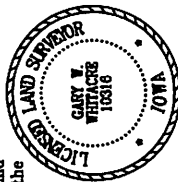
PROPRIETOR: COMMUNITY NURSING FOUNDATION

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.

Gary V. Whitacre
Date: 01/31/2012 Reg. No. 10316

My license renewal date is December 31, 2013

Pages or sheets covered by this seal: 1



**Martin & Whitacre
Surveyors & Engineers, Inc.**

P.O. BOX 413	(563)263-7891	MUSCATINE, IOWA
CITY OF MUSCATINE PERMANENT EASEMENT		
LOT 1 OF YOUNG-AXEL ADDITION IN THE CITY OF MUSCATINE, IA		
FILE	BOOK	SCALE
YOUNG-AXEL CITY 44	DRN	1"=30'
REV. 0	CHK'D	DATE
	PM	10/29/12
	BY	JOB NO.
		786111
		SHEET 1 OF 1

PERMANENT EASEMENT DESCRIPTION -
AN EASEMENT OVER A PART OF LOT 1 OF YOUNG-AXEL ADDITION IN THE CITY OF MUSCATINE, MUSCATINE COUNTY, IOWA, BEGINNING AT THE SOUTHWEST CORNER OF LOT 1 OF YOUNG-AXEL ADDITION; THENCE NORTH 34°18'44" EAST 7.27 FEET ALONG THE WESTERLY LINE OF LOT 1 OF YOUNG-AXEL ADDITION; THENCE SOUTH 45°54'11" EAST 13.67 FEET; THENCE SOUTH 32°47'13" WEST 4.58 FEET TO THE SOUTHERLY LINE OF LOT 1 OF YOUNG-AXEL ADDITION AND THE NORTHERLY RIGHT OF WAY OF CEDAR STREET; THENCE NORTH 57°14'14" WEST 13.60 FEET ALONG THE NORTHERLY RIGHT OF WAY OF CEDAR STREET TO THE POINT OF BEGINNING, CONTAINING 0.002 ACRES OR 80 SQUARE FEET.