

FILE COPY

William W. Bogert, P.E.
Jeffrey C. Morrow, P.E.
Jayne C. DeCoste, P.E.
Matthew P. Shock, P.E.
Timothy P. Mroch, P.E.
Terry J. Tiedemann, P.E.
Jon W. Janda, P.E., P.L.S.

Anderson-Bogert Engineers & Surveyors, Inc.

4001 River Ridge Drive N.E.
Cedar Rapids, IA 52402-7544

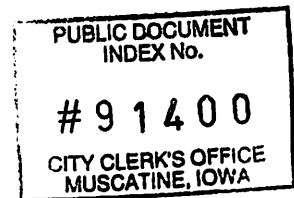
Jon H. Bogert, P.E.
Todd J. Happel, P.E.
Terry F. Chew, P.E.
Jason J. Vavra, P.E.
Neil J. Shatek, P.E.
R. Rodney Klien, P.L.S.

June 15, 2010

Contract Buyer / Owner: RMI Investments
Attn: Ron Bryant
Bryant Roofing Company
101 West Mississippi Drive
Muscatine, IA 52761

Attn: Mike Stych
2187 - 231st Street
Muscatine, IA 52761

Contract Seller: David J. Bird and Linda J. Bird
1203 E. Mississippi Drive
Muscatine, IA 52761



**RE: MAD CREEK FLOOD PROTECTION IMPROVEMENTS
TRACTS #30, #33, #37-PE & #30, #33, #36-TE**

Dear Ronald L. Bryant, Mike Stych, David J. Bird, and Linda J. Bird:

The Mad Creek watershed drains approximately 17.3 square miles in the eastern portion of the City of Muscatine, and areas to the north in Muscatine County. Due to the nature of the watershed and intensive development in the downtown area, Mad Creek is prone to flash flooding, experiencing flooding events in 1991, 1993, and 1998.

Alternative plans for improved flood protection along Mad Creek were developed by the U.S. Army Corps of Engineers and evaluated based on appropriate engineering, economic, environmental, cultural, and social factors. Major components of the selected plan include raising the height of existing levees and existing floodwalls, a new floodwall, a new bulkhead closure gate to replace the existing panel closure at Mississippi Drive, a new overhead closure gate to replace an existing floodgate at 2nd Street, a new swing gate to replace the panel closure across the abandoned railroad just upstream on 2nd Street and installation of a new closure structure across the railroad south of Washington Street. The selected plan also includes improving a section of the Mad Creek channel upstream of 2nd Street to reduce flood stages and includes installation of an enhanced flood warning system.

The north bank of Mad Creek will be cut back upstream and downstream of the Second Street Bridge. This work will require the removal of the south half of your parking lot on the southwest side of the property adjacent to Mad Creek. To replace the lost parking, a new lot will be constructed west of your property on former Railroad land, which is to be acquired from the D.M. & E. Railroad. When completed, the lot will have 21 paved parking spaces as compared to 21 paved and 2 gravel spaces which you presently have.

office: (319) 377-4629

www.anderson-bogert.com

fax: (319) 377-8498

Approximately one-half of your remaining original parking lot and about one-third of the new lot will be subject to a perpetual right-of-way levee easement. Also, during construction, all of the original parking lot and the land west of your building will be subject to a temporary work easement.

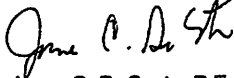
The City of Muscatine is therefore offering \$19,000.00 for the purchase of the needed easements, which includes compensation for both a temporary construction easement and a permanent right-of-way levee easement, as indicated below. Enclosed is a draft "Offer of Sale of Property" for your review, with attached plats including exact legal descriptions of the easements to be acquired. We've also enclosed two easement agreements for your review and comment. In addition, enclosed is a brochure entitled "Acquiring Real Property for Federal and Federal-Aid Programs and Projects", which explains your rights for the conveyance of your property.

The amount offered as just compensation is fair and full compensation for the proposed acquisition, as determined by an independent appraiser and confirmed by a review appraiser at the U.S. Army Corps of Engineers. The City of Muscatine sincerely wishes to come to an amicable agreement with you for the acquisition of the easements on your property. I am available to explain the offer and proposed acquisition to you and am available to answer any questions or listen to any concerns you have.

Thank you for your consideration. I will be calling you in the near future to discuss the easements and offer.

Yours very truly,

ANDERSON-BOGERT
Engineers & Surveyors, Inc.



Jayne C. DeCoste, P.E.

Temporary Construction Easement (12,778 SF) - Tracts #30, #33 & #36-TE	\$4,600.00
Permanent Right-of-Way Levee Easement (11,271 SF) - Tracts #30, #33, & #37-PE	\$6,400.00
Severance Damages	<u>\$8,000.00</u>
Total	<u>\$19,000.00</u>

Encl.: Draft Offer of Sale of Property
Draft Easement Agreements
Brochure Entitled "Acquiring Real Property for Federal and Federal-Aid Programs
and Projects"

cc: Mr. Steve Boka - City of Muscatine, Iowa (w/o attachments)

File: I:\207142\Prop Acquisitions - Phase I\April 2010\Tract 30, 33, 36, 37_OFFER.doc

OFFER OF SALE OF PROPERTY

DRAFT

For value received, receipt of which is acknowledged, the undersigned (Seller) offers and agrees to sell on the terms and conditions stated herein to the City of Muscatine, Iowa (Buyer), the following described real estate in Muscatine County, Iowa:

Owned by: RMI Investments & David J. Bird and Linda J. Bird

Legally described as: See attached

"TEMPORARY CONSTRUCTION EASEMENT" (TRACTS #30, #33, #36-TE)
"PERMANENT RIGHT-OF-WAY LEVEE EASEMENT" (TRACTS #30, #33, #37-PE)

Together with all right, title, and interest in and to any roads and rights of way abutting or in any way appertaining to said real estate.

- PURCHASE PRICE:** The total purchase price shall be \$19,000.00, including \$8,000.00 in severance damages, (12,778 square feet temporary construction easement and 11,271 square feet permanent right-of-way levee easement), which shall be paid upon conveyance to Buyer of title to the property, upon approval thereof by legal counsel for Buyer. Said purchase price shall be full and just compensation for all obligations of Buyer hereunder and all claims which Seller may have or assert by reason of the possession or occupancy of the property of Buyer.
- TERMS OF CONVEYANCE:** Upon payment of the purchase price, Seller shall convey a Warranty Deed to the Buyer free and clear of liens and encumbrances, reservations, exceptions or modifications except as expressly provided in this Offer of Sale. Buyer shall pay the Iowa Transfer Tax on the conveyance and the cost of recording. The Buyer shall only pay for the necessary legal and abstracting fees related to the sale. Seller's legal and abstracting costs must be supported by invoice(s) from the appropriate vendors.
- POSSESSION:** Buyer shall be entitled to possession of said property on or before _____, and shall have the right to use said property to construct thereon any and all improvement contemplated.
- TERM AND ACCEPTANCE OF OFFER:** This offer shall remain in force for 15 days from the date hereof and thereafter until 15 days from receipt by Buyer at City Hall, Muscatine, Iowa, of written notice from Seller of termination of this offer. This offer shall be deemed accepted by Buyer upon the signing of said offer by the Mayor of the City of Muscatine, Iowa. Any additions or revisions to this signed agreement made by the seller shall be at the seller's expense.

Executed in duplication in Muscatine, Iowa, on this _____ day of _____, 20____.

CONTRACT PURCHASER:

RMI Investments

Ronald L. Bryant

Mike Stych

CONTRACT SELLER:

David J. Bird and Linda J. Bird

David J. Bird

Linda J. Bird

DRAFT

PREPARED BY AND RETURN TO
Anderson-Bogert Engineers & Surveyors, Inc., 4001 River Ridge Drive NE, Cedar Rapids, IA 52402 (319) 377-4629

TEMPORARY CONSTRUCTION EASEMENT

WHEREAS, RMI Investments (Contract Buyer) and David J. Bird and Linda J. Bird (Contract Sellers), hereinafter called the "Grantor," is the owner in fee of the parcel of real estate described as Tracts #30, #33, & #36-TE, part of Lot 1, Block 25 and that portion of vacated alley in said Block 25 lying between the Easterly line of Lot 9 extended and Mad Creek; and that portion of Lot 9, Block 25 lying East of the Railroad right-of-way in Block 25, Original Plat, City of Muscatine, Iowa, more particularly described on attached Exhibit A;

NOW, THEREFORE, in consideration of the sum of \$4,600.00 and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantor, for themselves, their heirs, administrators, executors, successors, and assigns, for the use and benefit of the public, hereby conveys to the City of Muscatine, Iowa, an easement and right-of-way, appurtenant to Muscatine Mad Creek for a **Temporary Work Area**: A temporary easement in and to the lands for the purpose of entering thereon to use as a work area, including the right to move, store, and remove equipment and supplies, and erect and remove temporary structures on the land, and to perform other work necessary and incident to the construction of the flood control project together with the right to trim, cut, fell, remove there from all trees, underbrush, obstructions and any other vegetation structures or obstacles within the limits of the easement.

The above easement shall be taken subject to existing easements for public roads and highways, public utilities, railroads, and pipelines.

Said easement shall reserve to the landowners, their heirs and assigns, all such rights and privileges as may be used and enjoyed without interfering with the use of the project or abridging the rights and easement hereby acquired.

This easement begins with date of possession by the City of Muscatine, its representatives, agents and contractors, and shall run until six (6) months after completion of the construction.

TO HAVE AND TO HOLD said easement and right-of-way, and all rights appertaining thereto unto the Grantee, its successors, and assigns, until six (6) months after completion of construction.

It being understood and agreed that the aforesaid covenants and agreements shall run with the land and shall be binding upon the heirs, administrators, executors, successors and assigns of the Grantor until six (6) months after completion of construction.

DRAFT

PREPARED BY AND RETURN TO
Anderson-Bogert Engineers & Surveyors, Inc., 4001 River Ridge Drive NE, Cedar Rapids, IA 52402 (319) 377-4629

PERMANENT RIGHT-OF-WAY LEVEE EASEMENT

WHEREAS, RMI Investments (Contract Buyer) and David J. Bird and Linda J. Bird (Contract Sellers), hereinafter called the "Grantor," are the owners in fee of the parcel of real estate described as Tracts #30, #33, & #37-PE, a part of Lot 1, the alley in Block 25 and Lots 10 and 9 all in Block 25, Original Plat, City of Muscatine, Iowa, more particularly described on attached Exhibit A;

NOW, THEREFORE, in consideration of the sum of \$6,400.00 and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantor, for themselves, their heirs, administrators, executors, successors, and assigns, for the use and benefit of the public, hereby conveys to the City of Muscatine, Iowa, an easement and right-of-way, appurtenant to Muscatine Mad Creek for a **Right-of-Way Levee Easement**: A perpetual and assignable right and easement in and to the lands for the purpose of entering thereon to construct, maintain, repair, operate, patrol, and replace a levee or flood wall, including all appurtenances thereto, and further including the right to clear, cut, fell, remove, and dispose of any and all timber, trees, underbrush, buildings, improvements, and/or other obstructions there from.

The above easement shall be taken subject to existing easements for public roads and highways, public utilities, railroads, and pipelines.

Said easement shall reserve to the landowners, their heirs and assigns, all such rights and privileges as may be used and enjoyed without interfering with the use of the project or abridging the rights and easement hereby acquired.

TO HAVE AND TO HOLD said easement and right-of-way, and all rights appertaining thereto unto the Grantee, its successors, and assigns, until said Right-of-Way Levee Easement shall be abandoned and shall cease to be used for public purposes.

It being understood and agreed that the aforesaid covenants and agreements shall run with the land and shall be binding upon the heirs, administrators, executors, successors and assigns of the Grantor until said Right-of-Way Levee Easement shall be abandoned and cease to be used for public purposes.

Grantor hereby covenants Grantor holds the real estate by title in fee simple, has good and lawful authority to convey the easement and covenants to warrant and defend the real estate against the lawful claims of all persons except as may be above stated.

DRAFT

PERMANENT RIGHT-OF-WAY LEVEE EASEMENT

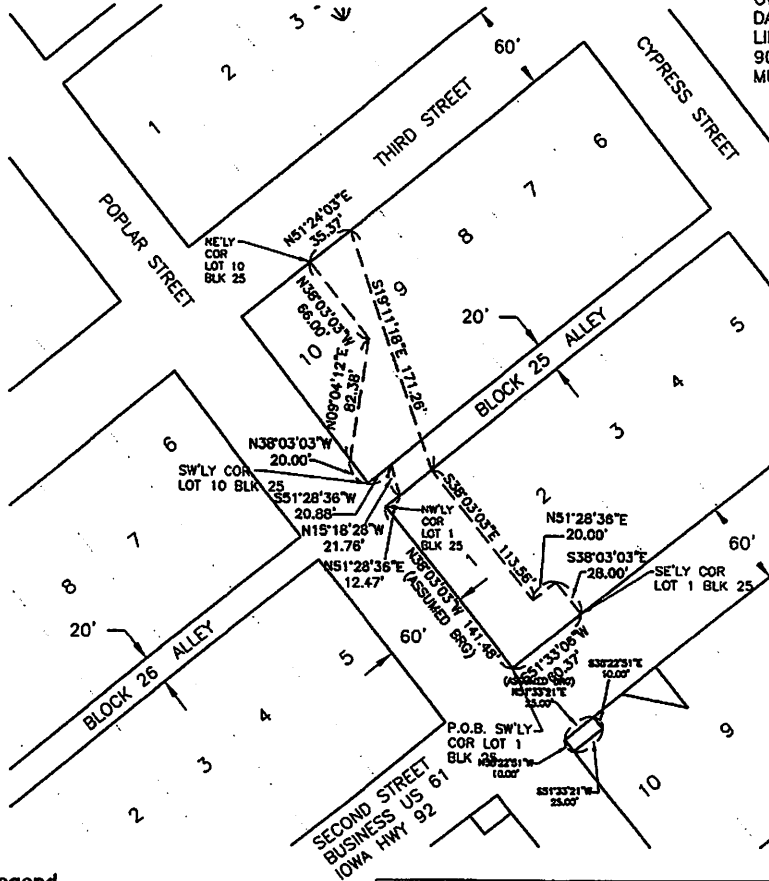
Prepared by Leo D. Wooder, Anderson-Bogert Engineers & Surveyors, Inc.
4001 River Ridge Dr. N.E. Cedar Rapids, Iowa 52402



Legal Description

A PERMANENT RIGHT-OF-WAY LEVEE EASEMENT OVER PART OF LOT 1, THE ALLEY IN BLOCK 25, LOTS 10 AND 9 ALL IN BLOCK 25 ORIGINAL PLAT, CITY OF MUSCATINE, IOWA, FURTHER DESCRIBED AS FOLLOWS:
BEGINNING AT THE SOUTHWESTERLY CORNER OF LOT 1 SAID BLOCK 25;
THENCE N38°03'03"W, 141.48 FEET ALONG THE WESTERLY LINE OF SAID LOT 1 TO THE NORTHWESTERLY CORNER OF SAID LOT 1;
THENCE N51°28'36"E, 12.47 FEET ALONG THE NORTHERLY LINE OF SAID LOT 1;
THENCE N15°18'28"W, 21.76 FEET ACROSS THE VACATED ALLEY IN SAID BLOCK 25 TO THE SOUTHERLY LINE OF LOT 10 SAID BLOCK 25;
THENCE S51°28'36"W, 20.88 FEET ALONG THE SOUTHERLY LINE OF SAID LOT 10 TO THE SOUTHWESTERLY CORNER OF SAID LOT 10;
THENCE N38°03'03"W, 20.00 FEET ALONG THE WESTERLY LINE OF SAID LOT 10;
THENCE N09°04'12"E, 82.38 FEET TO THE EASTERLY LINE OF SAID LOT 10;
THENCE N38°03'03"W, 66.00 FEET ALONG THE EASTERLY LINE OF SAID LOT 10 TO THE NORTHEASTERLY CORNER OF SAID LOT 10;
THENCE N51°24'03"E, 35.37 FEET ALONG THE NORTHERLY LINE OF LOT 9 SAID BLOCK 25;
THENCE S19°11'18"E, 171.26 FEET ACROSS LOTS 9 AND 10 AND THE VACATED ALLEY IN SAID BLOCK 25 TO THE NORTHERLY LINE OF SAID LOT 1;
THENCE S38°03'03"E, 113.56 FEET;
THENCE N51°28'36"E, 20.00 FEET TO THE EASTERLY LINE OF SAID LOT 10;
THENCE S38°03'03"E, 28.00 FEET ALONG THE EASTERLY LINE OF SAID LOT 1 TO THE SOUTHEASTERLY CORNER OF SAID LOT 1;
THENCE S51°33'08"W, 60.37 FEET ALONG THE SOUTHERLY LINE OF SAID LOT 1 TO THE POINT OF BEGINNING CONTAINING 0.26 ACRES (11,271 SQ.FT.).
SAID PARCEL IS SUBJECT TO EXISTING EASEMENTS AND RESTRICTIONS OF RECORD. FOR PURPOSES OF THIS DESCRIPTION THE WESTERLY LINE OF LOT 1 BLOCK 25 IS ASSUMED TO BEAR N38°03'03"W.

OWNER:
DAVID J. BIRD &
LINDA J. BIRD
903 W. 2ND STREET
MUSCATINE, IA 52761



Legend

- Boundary Line —————
- Adjoining Lot Line - - - - -
- Section Line ————
- Building Setback Line ————
- Found 1/2" Iron Rod •
- Set 1/2"x30" Rebar w/Orange Cap #14676 ○
- Set Section/Quarter Corner ▲
- Found Section/Quarter Corner ▲
- Measured (M)
- Recorded (R)

DRAFT

I HEREBY CERTIFY THAT THIS LAND SURVEYING OCCURRED 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.

SIGNED: _____ DATE: _____

LEO D. WOODER IOWA REG. NO.14678

MY LICENSE RENEWS DATE IS DECEMBER 31, 2010

PIECES OR SHEETS COVERED BY THIS SEAL: _____

T:\ACAD\207142\dwg\per_ease.dwg 6-11-10 02:09:58 PM jcd194

TRACT #303 & 37-PE
EASEMENT PLATS Project Number: 207142
Drawn By: M.S. Approved By: LW Date: 11/18/06 Scale: 1"=100'
Client: CITY OF MUSCATINE 215 SYCAMORE STREET MUSCATINE, IA 52761 PHONE: (563)-262-4141
ANDERSON-BOBERT Engineers & Surveyors, Inc. 4001 River Ridge Drive N.E. Cedar Rapids, Iowa 52402 Phone: (515) 377-4628
Sheet No. 1 Of 1

DRAFT

TEMPORARY CONSTRUCTION EASEMENT PLAT

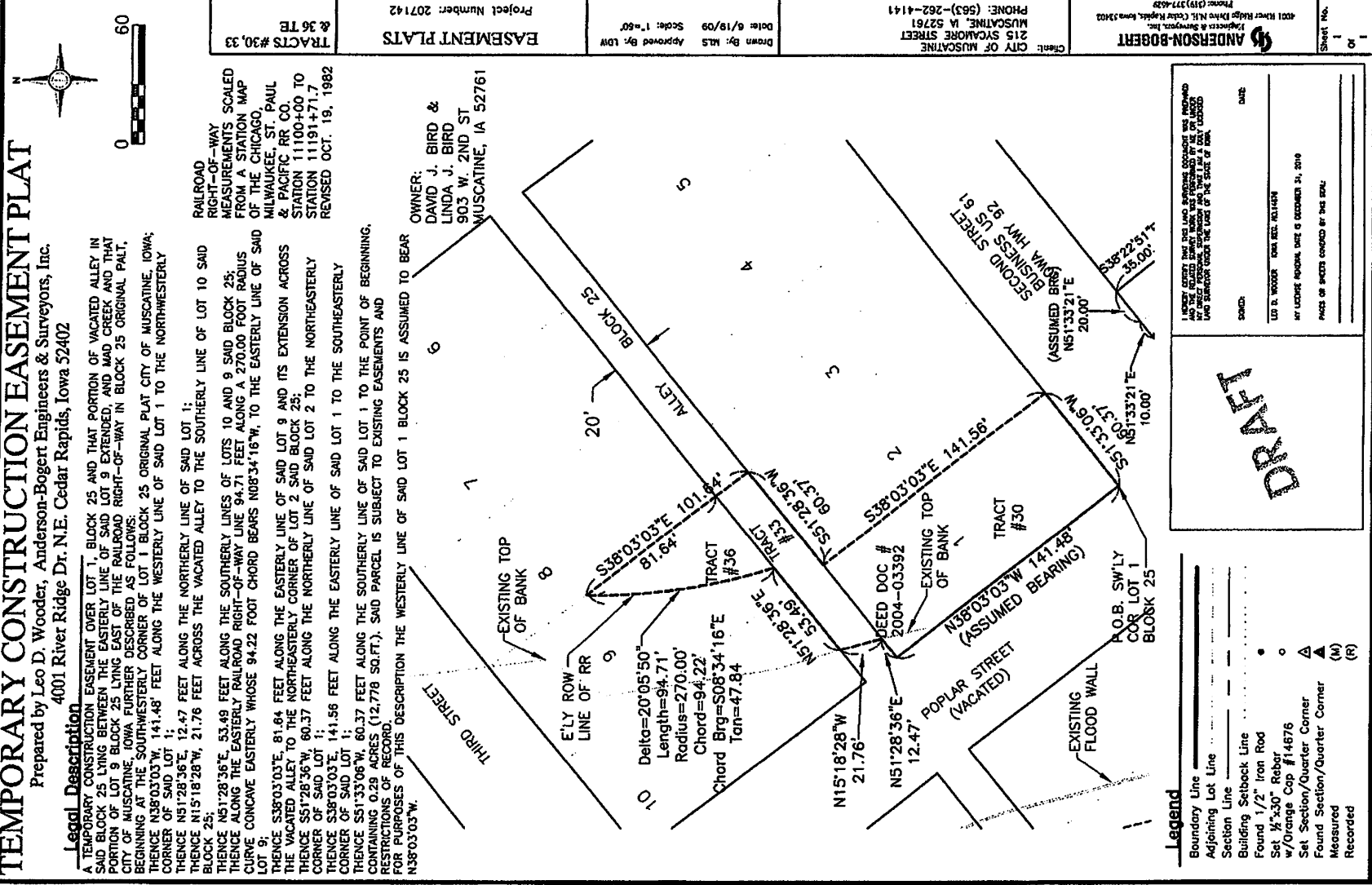
Prepared by Leo D. Wooder, Anderson-Bogert Engineers & Surveyors, Inc.
4001 River Ridge Drive, N.E. Cedar Rapids, Iowa 52402

Legal Description

A TEMPORARY CONSTRUCTION EASEMENT OVER LOT 1, BLOCK 25 AND THAT PORTION OF VACATED ALLEY IN SAID BLOCK 25 LYING BETWEEN THE EASTERLY LINE OF SAID LOT 9 EXTENDED, AND MAD CREEK AND THAT PORTION OF LOT 9 BLOCK 25 LYING EAST OF THE RAILROAD RIGHT-OF-WAY IN BLOCK 25 ORIGINAL PLAT, CITY OF MUSCATINE, IOWA FURTHER DESCRIBED AS FOLLOWS:
BEGINNING AT THE SOUTHWESTERLY CORNER OF LOT 1 BLOCK 25 ORIGINAL PLAT CITY OF MUSCATINE, IOWA; THENCE N38°03'03"W, 141.48' FEET ALONG THE WESTERLY LINE OF SAID LOT 1 TO THE NORTHWESTERLY CORNER OF SAID LOT 1;
THENCE N51°28'36"E, 12.47' FEET ALONG THE NORTHERLY LINE OF SAID LOT 1;
THENCE N15°18'28"W, 21.76' FEET ACROSS THE VACATED ALLEY TO THE SOUTHERLY LINE OF LOT 10 SAID BLOCK 25;
THENCE N51°28'36"E, 53.49' FEET ALONG THE SOUTHERLY LINES OF LOTS 10 AND 9 SAID BLOCK 25;
THENCE ALONG THE EASTERLY RAILROAD RIGHT-OF-WAY LINE 94.71' FEET ALONG A 270.00 FOOT RADIUS CURVE CONCAVE EASTERLY WHOSE 94.22 FOOT CHORD BEARS N08°34'16"W, TO THE EASTERLY LINE OF SAID LOT 9;
THENCE S38°03'03"E, 81.64' FEET ALONG THE EASTERLY LINE OF SAID LOT 9 AND ITS EXTENSION ACROSS THE VACATED ALLEY TO THE NORTHEASTERLY CORNER OF LOT 2 SAID BLOCK 25;
THENCE S51°28'36"W, 60.37' FEET ALONG THE NORTHERLY LINE OF SAID LOT 2 TO THE NORTHEASTERLY CORNER OF SAID LOT 1;
THENCE S38°03'03"E, 141.56' FEET ALONG THE EASTERLY LINE OF SAID LOT 1 TO THE SOUTHEASTERLY CORNER OF SAID LOT 1;
THENCE S51°33'06"W, 60.37' FEET ALONG THE SOUTHERLY LINE OF SAID LOT 1 TO THE POINT OF BEGINNING, CONTAINING 0.29 ACRES (12,778 SQ.FT.). SAID PARCEL IS SUBJECT TO EXISTING EASEMENTS AND RESTRICTIONS OF RECORD.
FOR PURPOSES OF THIS DESCRIPTION THE WESTERLY LINE OF SAID LOT 1 BLOCK 25 IS ASSUMED TO BEAR N38°03'03"W.

RAILROAD
RIGHT-OF-WAY
MEASUREMENTS SCALED
FROM A STATION MAP
OF THE CHICAGO,
MILWAUKEE, ST. PAUL
& PACIFIC RR CO.
STATION 11100+00 TO
STATION 11191+71.7
REVISED OCT. 19, 1982

OWNER:
DAVID J. BIRD &
LINDA J. BIRD
903 W. 2ND ST
MUSCATINE, IA 52761



Project Number: 207142
BASMENT PLATS
Date: 6/19/09
Scale: 1"=60'
Drawn By: M.S.
Approved By: L.W.
City of Muscatine
215 Sycamore Street
Muscatine, IA 52761
Phone: (563)-262-4141
Anderson-Bogert
Professional Surveyors, Inc.
4001 River Ridge Drive N.E., Cedar Rapids, Iowa 52402
Phone: (319) 377-4029

DRAFT

1. I HEREBY CERTIFY THAT THIS LAND SURVEYING DOCUMENT WAS PREPARED BY ME OR UNDER MY CLOSE PERSONAL SUPERVISION AND THAT I AM A LICENSED LAND SURVEYOR UNDER THE LAWS OF THE STATE OF IOWA.

DATE: _____
 SURVEYOR: _____
 LEO D. WOODER, IOWA REG. NO. 11450
 MY LICENSE EXPIRES DATE: 6 OCTOBER 31, 2010
 PLACE OF SHEET COVERED BY THIS DRAWING: _____

Legend

Boundary Line
 Adjoining Lot Line
 Section Line
 Building Setback Line
 Found 1/2" Iron Rod
 Set 1/4"x30" Rebar
 w/Orange Cap #14876
 Set, Section/Quarter Corner
 Found, Section/Quarter Corner
 Measured
 Recorded (R)