

8500

PUBLIC DOCUMENT INDEX No. # 8 9 6 7 2 CITY CLERK'S OFFICE MUSCATINE, IOWA

ENTERED FOR TAXATION
This 11th day of January, 2006
Cynthia S. Gray
MUSCATINE COUNTY DEPUTY AUDITOR

Document # 2006-00283 Page 1 of 5

Date: JANUARY 11, 2006 Time: 1:31 P M

Fee: \$ 32.00 Real Estate Transfer Tax \$

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

Prepared by/Return to: Sharon Bowers, IA Department of Transportation, Right of Way Office, 800 Lincoln Way, Ames, IA 50010, 515-239-1539



Iowa Department of Transportation

STATE OF IOWA
IOWA DEPARTMENT OF TRANSPORTATION
QUITCLAIM DEED
TO THE CITY OF MUSCATINE, IOWA

The Iowa Department of Transportation, by N. J. Richardson, Director, acting for the State of Iowa by authority of Iowa Code Section 306.42, hereby quitclaims, grants and conveys unto the City of Muscatine, Iowa, all rights, easements, title, and interest in all land used as streets and highway right of way, all roadway, and all right of way and roadway appurtenances thereto, together with any other lands and interests in land which may have been acquired by prescription and by adverse possession and by any other title instrument and by the public's use thereof as a public roadway, and any bridges, culverts, or structures that may be situated thereon, to the following described roadway situated in Muscatine County, Iowa, to-wit:

That portion of former Primary Road No. 61, which is now a part of the local municipal street system, described as follows:

A parcel of land known as Auditor Parcel "K" located in the SW ¼ of Section 17, Township 76 North, Range 2 West of the 5th P.M., City of Muscatine, Muscatine County, Iowa, as shown and described in Plat of Survey filed in the Office of the Muscatine County Recorder on April 21, 2005, Document No. 2005-02811, containing 0.80 acre.

A parcel of land known as Auditor Parcel "L" located in the NE ¼ of the SE ¼ of Section 17, Township 76 North, Range 2 West of the 5th P.M., City of Muscatine, Muscatine County, Iowa, as shown and described in Plat of Survey filed in the Office of the Muscatine County Recorder on April 21, 2005, Document No. 2005-02812, containing 0.99 acre.

A parcel of land known as Auditor Parcel "M" located in the S ½ of Section 17, all in Township 76 North, Range 2 West of the 5th P.M., City of Muscatine, Muscatine County, Iowa, as shown and described in Play of Survey filed in the Office of the Muscatine County Recorder on April 21, 2005, Document No. 2005-02813, containing 5.05 acres.

Title and interest to part of the above described roadway was acquired by the State of Iowa from Hahn Investment Company by a Warranty Deed filed with the Muscatine County Recorder on July 14, 1997, File No. 1997-4196.

Title and interest to any remainder of the above described roadway has never been conveyed by title instruments to the State of Iowa. All available descriptions, plats, maps, or engineering drawings will be transmitted in accord with Iowa Code Section 306.42(1).

This transfer is subject to the rights of all utilities in possession of any right of way and all rights of ingress and egress whether excepted, reserved, or granted by the transferring authority to land or to owners of land adjacent to the above described roadway.

This transaction is exempt from transfer tax and a declaration of value because the State of Iowa is the grantor, pursuant to Iowa Code Section 428A.2(6)

Prepared by/Return to: Sharon Bowers, IA Department of Transportation, Right of Way Office, 800 Lincoln Way, Ames, IA 50010, 515-239-1539

Signed this 6th day of January, 2006



N. J. Richardson, Director
Iowa Department of Transportation

STATE OF IOWA, STORY COUNTY, §:

On this 6th day of January, 2006, before me, Sharon S. Bowers, a Notary Public in and for the State of Iowa, personally appeared N. J. Richardson, to me personally known, and who, being by me duly sworn, did say that she is the Director of the Iowa Department of Transportation; that she signed this deed on behalf of the State of Iowa.

(SEAL)




(Sign in Ink)

Notary Public in and for said State of Iowa

Approved as to form:

By: Carolyn J. Olson (Date) 1-5-06

Mark J. Schouten
Special Assistant Attorney General

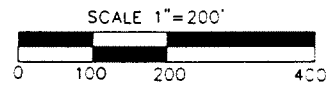
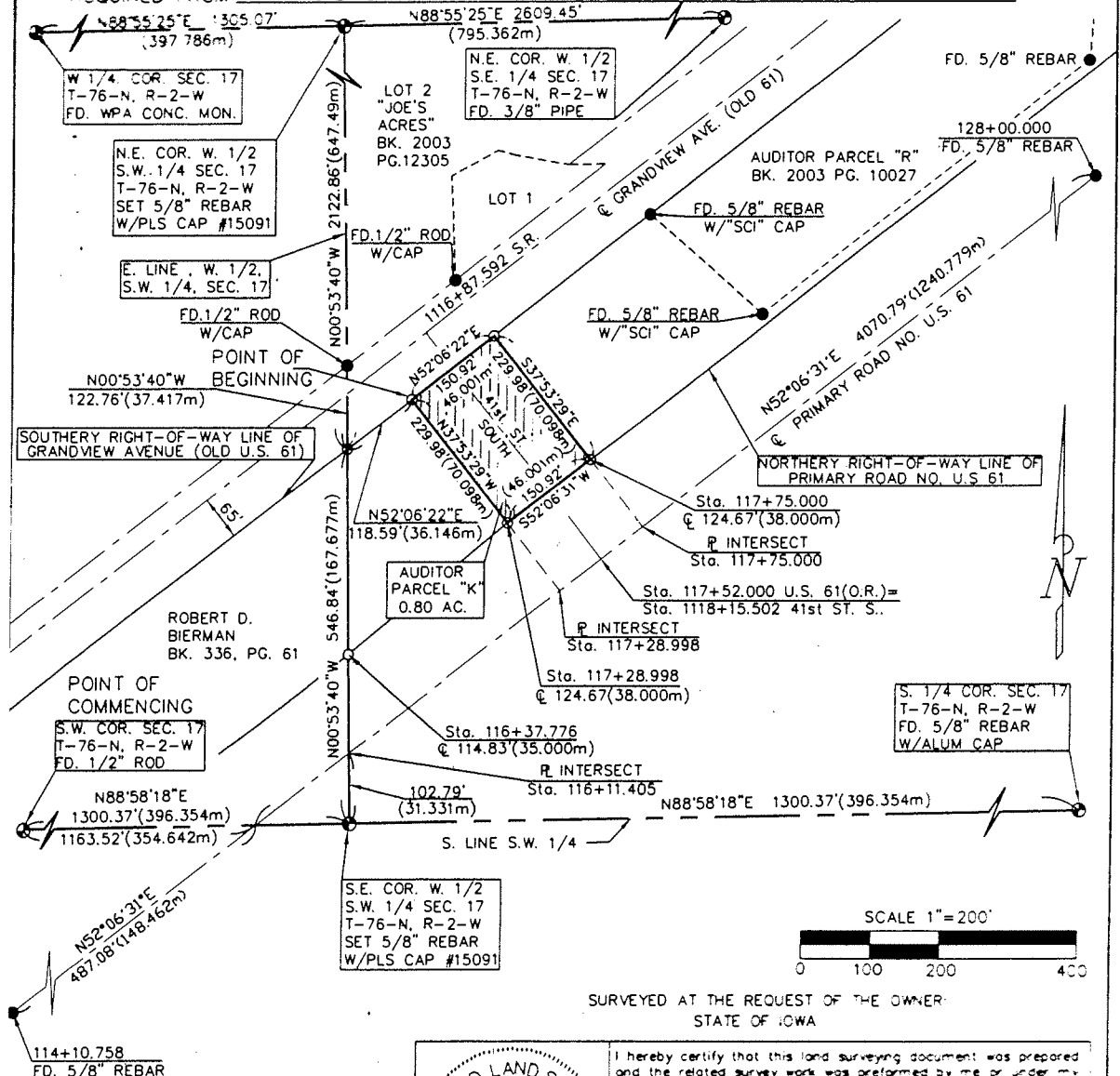
PREPARED BY: KEVIN FLOOD, POEPPING, STONE, BACH AND ASSOCIATES, INC.
100 SOUTH 54TH ST., P.O. BOX #709, QUINCY, IL, 62306, PH. 217-223-4605



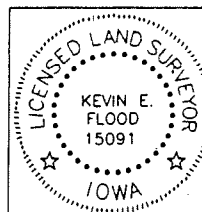
Iowa Department of Transportation

PLAT OF SURVEY AUDITOR'S PARCEL "K"

COUNTY MUSCATINE STATE CONTROL NO. _____
PROJECT NO. NHSN-61-4(57)--2R-70 PARCEL NO. 78
SECTION 17 TOWNSHIP 76 NORTH RANGE 2 WEST
EXCESS PARCEL 0.80 AC. ACCESS POINT Sta. 117+52.000
ACQUIRED FROM HAHN BROTHERS INVESTMENT CO.



SURVEYED AT THE REQUEST OF THE OWNER
STATE OF 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.
Kevin E. Flood 04-19-05
Kevin E. Flood License Number 15091 Date
My license renewal date is December 31, 2005
Pages or sheets covered by this seal: 1 OF 2 & 2 OF 2

LEGEND

- = FOUND MONUMENT (AS NOTED)
- = SET 5/8" REBAR W/CAP PLS #15091
- M = MEASURED
- R = RECORD
- (m) = METERS
- "SCI" CAP = STANLEY CONSULTANTS INC.

NOTE: ALL STATIONING IS IN METRIC.

NOTE: DATE OF SURVEY JAN. 2005

PSBA

POEPPING, STONE, BACH & ASSOCIATES, INC.
ARCHITECTS ENGINEERS PLANNERS SURVEYORS

3523 MAIN ST.,
KEOKUK, IOWA
319-524-8730

100 S. 54TH ST.
QUINCY, ILLINOIS
217-223-4605

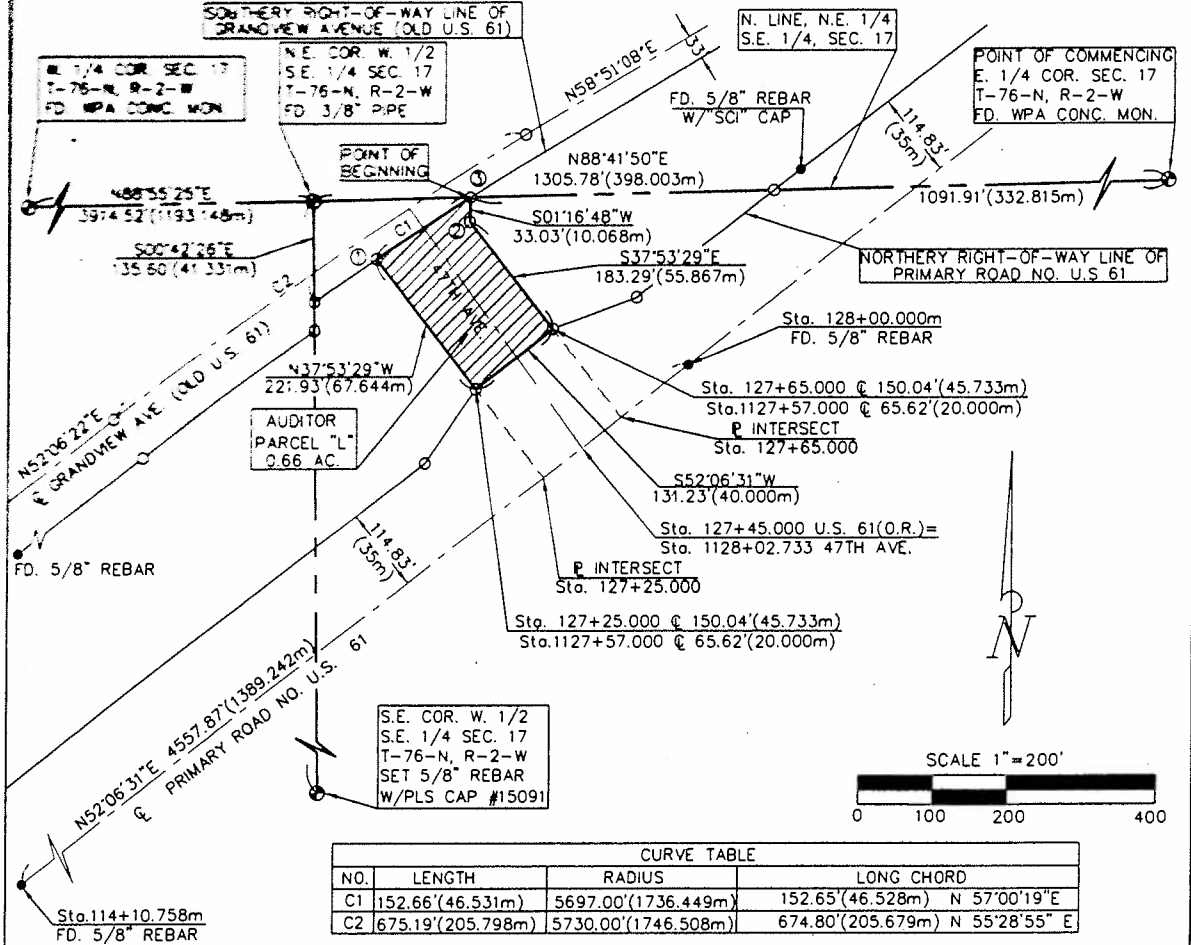
PREPARED BY: KEVIN FLOOD, POEPPING, STONE, BACH AND ASSOCIATES, INC.
100 SOUTH 54TH ST., P.O. BOX #709, QUINCY, IL, 62306, PH. 217-223-4605

Iowa Department of Transportation



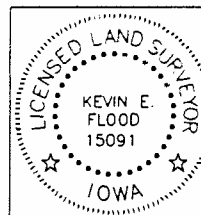
PLAT OF SURVEY AUDITOR'S PARCEL "L"

COUNTY MUSCATINE STATE CONTROL NO. _____
PROJECT NO. NHSN-61-4(57)--2R-70 PARCEL NO. 78
SECTION 17 TOWNSHIP 76 NORTH RANGE 2 WEST
EXCESS PARCEL 0.99 AC. ACCESS POINT 127+45.000 M.L.
ACQUIRED FROM HAHN BROTHERS INVESTMENT CO.



PT. NO.	STATION	OFFSET
1	1126+89.355	65.62'(20.000m)
2	1127+01.133	65.62'(20.000m)
3	1126+93.327	86.48'(26.359m)

SURVEYED AT THE REQUEST OF THE OWNER:
STATE OF IOWA



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POEPPING, STONE, BACH & ASSOCIATES, INC.
ARCHITECTS ENGINEERS PLANNERS SURVEYORS

3523 MAIN ST.
KEOKUK, IOWA
319-524-8730

100 SO. 54TH ST.
QUINCY, ILLINOIS
217-223-4605

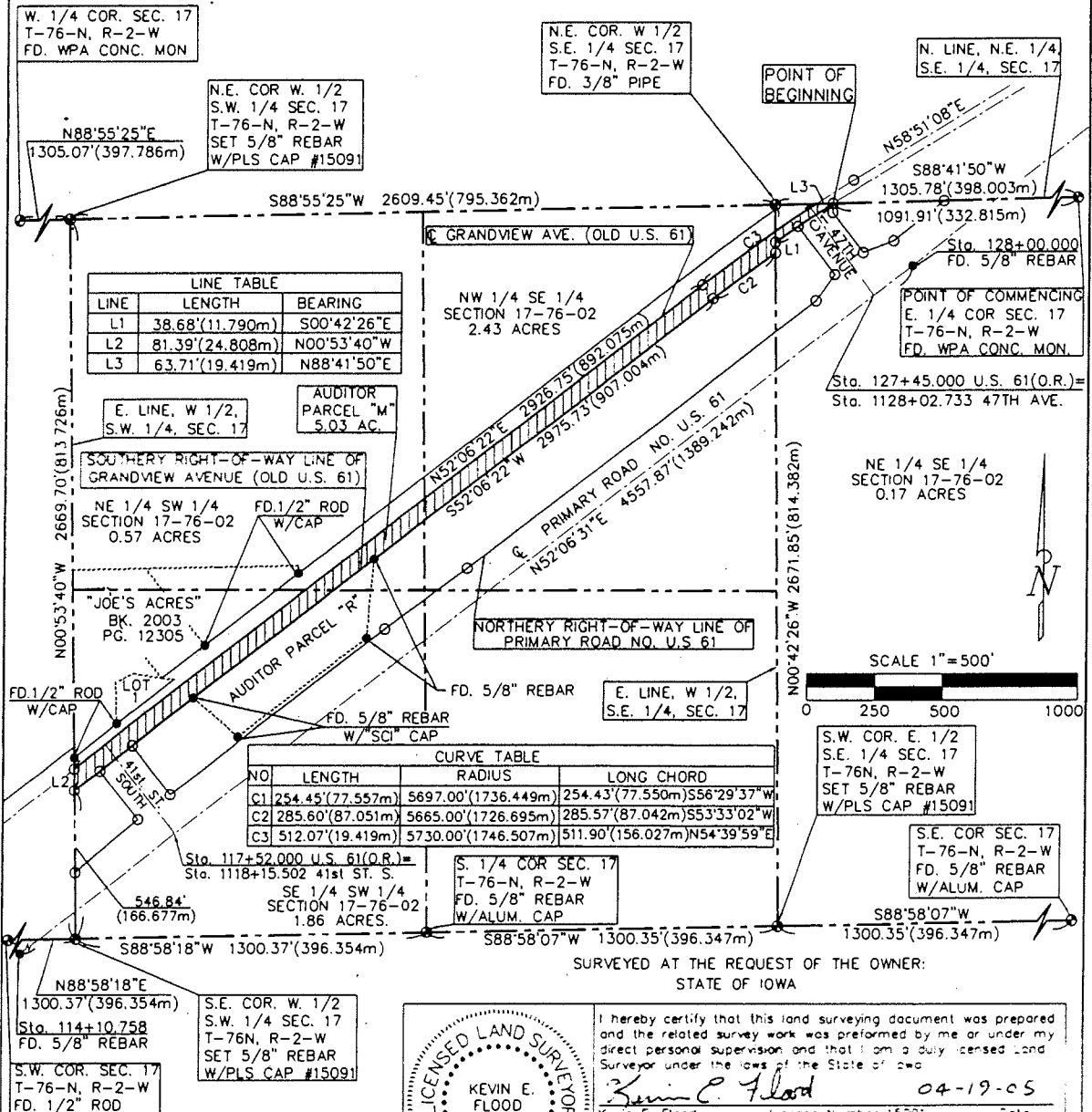
PREPARED BY: KEVIN FLOOD, POEPPING, STONE, BACH AND ASSOCIATES, INC.
100 SOUTH 54TH ST., P.O. BOX #709, QUINCY, IL, 62306, PH. 217-223-4605



Iowa Department of Transportation

PLAT OF SURVEY AUDITOR'S PARCEL "M"

COUNTY MUSCATINE STATE CONTROL NO. 78
PROJECT NO. NHSN-61-4(57)--2R-70 PARCEL NO. 78
SECTION 17 TOWNSHIP 76 NORTH RANGE 2 WEST
EXCESS PARCEL 5.03 AC. ACCESS POINT N/A
ACQUIRED FROM HAHN BROTHERS INVESTMENT CO.

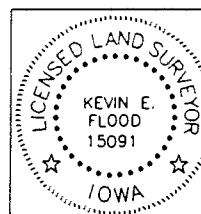


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NOTE: ALL STATIONING IS IN METRIC.



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.

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ARCHITECTS ENGINEERS PLANNERS SURVEYORS

3523 MAIN ST.,
KEOKUK, IOWA
319-524-8730

100 SO. 54TH ST.,
QUINCY, ILLINOIS
217-223-4605

Bowers, Sharon [DOT]

From: Vlademar, Keith [DOT]
Sent: Thursday, December 22, 2005 11:42 AM
To: Bowers, Sharon [DOT]
Cc: Ford, Bonnie [DOT]; Tollenaere, Peter [DOT]
Subject: Us #61 City of Muscatine

Sharon,

Attached are the agreements between the IDOT and the City of Muscatine for 41st and 47th St.s and Grandview Ave.

Agreement No. 2003-TJ-009 transfers part of old US #61 to the City in the area of parcel No. 78—Hahn Industries.

Agreement No. 98-3-005, item no.8 talks about the city accepting ownership of non-primary road segments.

I know Pete talked to the City about accepting title to the street right of way in fee and they agreed to that, I filed my folder away on that project so good that I can't find it.

I hope this helps.

Keith E. Vlademar, PLS
District 5
Iowa Department of Transportation
Fairfield, Iowa 52556
1-641-472-4171

12/27/2005

STAFF ACTION NO: 5-98-337

PRECONSTRUCTION AGREEMENT

County Muscatine

City Muscatine

Project No. NHS-61-4(55,56)--19-70

Iowa DOT
Agreement No. 98-3-005

This Agreement, is entered into by and between the Iowa Department of Transportation, hereinafter designated the "DOT", and the City of Muscatine Iowa, hereafter designated the "CITY" in accordance with 761 Iowa Administrative Code Chapter 150 and Iowa Code sections 28E.12 and 306A.7;

WITNESSETH; that

WHEREAS, the DOT proposes to establish or improve an extension of Primary Road No. U.S. 61 as a controlled access facility within Muscatine County, Iowa; and

WHEREAS, the DOT and the CITY are willing to jointly participate in said project, in the manner hereinafter provided; and

WHEREAS, this Agreement reflects the current concept of this project which is subject to modification by the DOT; and

NOW, THEREFORE, IT IS AGREED as follows:

1. The DOT will design, let and inspect construction of the following described project in accordance with the project plans and DOT standard specifications:

U.S. 61 will be reconstructed beginning approximately 0.7 kilometer south of the Louisa County line northerly and northeasterly approximately 12.9 kilometers to the Relocated U.S. 61, Muscatine Bypass within the CITY. The CITY portion of the project extends from the south corporation line northeasterly to the Relocated U.S. 61 Bypass. A four-lane divided roadway

with a variable width depressed grass median will be provided on U.S. 61 from the south corporation line northeasterly to a point located approximately 403.8 meters southwest of the bypass centerline. Granular shoulders will be constructed along U.S. 61 through this area. Inside and outside shoulder widths will be 1.8 and 3.0 meters wide respectively. A four-lane divided roadway with a variable width painted median will be provided on U.S. 61 from a point located approximately 403.8 meters southwest of the bypass centerline northeasterly to said bypass. Three meter-wide granular shoulders will be constructed along the outside of U.S. 61 through this area.

2. Upon completion of construction, the CITY agrees to accept ownership and jurisdiction of the following referenced local road improvements located within CITY jurisdiction as well as any drainage structures located outside of the primary highway right of way limits and which were constructed as part of said improvement (if any). The CITY shall also assume responsibility for all future maintenance operations associated therewith, all at no additional expense or obligation to the DOT:

- 57th Street South will be relocated northeasterly approximately 150 meters (measured along the Relocated U.S. 61 centerline) and reconstructed southeasterly and easterly approximately 269 meters (measured from the Relocated U.S. 61 centerline) with an 8.4 meter-wide roadbed and granular surfacing. Unused portions of the existing connection will be obliterated as part of this project.
- 67th Avenue will be relocated southwesterly approximately 53 meters (measured along the Relocated U.S. 61 centerline) and reconstructed southerly approximately 131 meters (measured from the Relocated U.S. 61 centerline) with 7.2 meter-wide paving and 1.8 meter-wide granular shoulders. Unused portions of the existing connection will be obliterated as part of this project.
- 49th Street South will be reconstructed southeasterly approximately 70 meters (measured from the Relocated U.S. 61 centerline) with 7.2 meter-wide paving and 1.8 meter-wide granular shoulders.
- 41st Street South (west extension) will be relocated southwesterly approximately 115 meters (measured along the Relocated U.S. 61 centerline) and reconstructed southeasterly approximately 144 meters (measured to the Relocated U.S. 61 centerline) with 7.2 meter-wide paving and 1.8 meter-wide granular shoulders. Unused portions of the existing connection will be obliterated as part of this project. This local road will also be extended northwesterly across Relocated U.S. 61 to existing U.S. 61 for a distance of

approximately 130 meters. This extension will be paved to a width of 7.2 meters with 1.8 meter-wide granular shoulders.

- 41st Street South (east extension) will be relocated northeasterly approximately 307 meters (measured along the Relocated U.S. 61 centerline) and reconstructed southeasterly and easterly approximately 254 meters (measured from the Relocated U.S. 61 centerline) with 7.2 meter-wide paving and 1.8 meter-wide granular shoulders. Unused portions of the existing connection will be obliterated as part of this project.
- 47th Avenue West will be extended southeasterly approximately 119 meters (measured to the Relocated U.S. 61 centerline) with 7.2 meter-wide paving and 1.8 meter-wide granular shoulders.
- 33rd Street South will be relocated northeasterly approximately 276 meters (measured along the Relocated U.S. 61 centerline) and reconstructed from approximately 83.46 meters northwest to 239.54 meters southeast of the Relocated U.S. 61 centerline respectively. An 8.4 meter-wide roadbed with granular surfacing will be constructed. Unused portions of the existing connection will be obliterated as part of this project.
- A new connection will be constructed south of Relocated U.S. 61 between existing 55th Avenue West and Relocated 41st Street South. The proposed connection will provide for approximately 290 meters of 7.2 meter-wide paving and 1.8 meter-wide granular shoulders. Unused portions of existing 55th Avenue West and 41st Street South will be obliterated as part of this project. Relocated 41st Street South will also be extended northwesterly across Relocated U.S. 61 to existing U.S. 61 for a distance of approximately 120 meters. This extension will be paved to a width of 7.2 meters with 1.8 meter-wide granular shoulders.
- A public accessway will be constructed north of U.S. 61 beginning approximately 310.367 meters southwest of the bypass centerline (measured along the Relocated U.S. 61 centerline) and extending northwesterly thence westerly approximately 112 meters (measured from the Relocated U.S. 61 centerline) with an 8.4 meter-wide roadbed and granular surfacing.

General Provisions

3. The DOT will bear all costs except those allocated to the CITY under other terms of this Agreement.

4. Upon completion of the project, no changes in the physical features thereof will be undertaken or permitted without the prior written approval of the DOT.
5. During the construction period the DOT may temporarily close to traffic any streets or alleys which cross or intersect the project. The DOT will work in close cooperation with the CITY and the contractor to accommodate fire protection and local access across the project during construction.
6. The DOT will provide and install traffic control devices at the streets and alleys temporarily closed during the project.
7. Since this project is financed with federal funds, the CITY will take whatever action may be necessary to comply with applicable federal laws and regulations.
8. Upon completion of construction, the CITY shall accept ownership and jurisdiction of all public side road segments (non primary) constructed and/or reconstructed as part of this project (within the CITY). The CITY shall also assume responsibility for the future maintenance operations associated therewith all at no additional obligation or expense to the DOT.
9. Maintenance of the primary highway within the project area will be carried out in accordance with the terms and conditions contained in 761 Iowa Administrative Code Ch. 150.
10. New lighting and/or traffic signal construction which may be accomplished (within this project area) as part of or incident to this project shall be provided under guidelines established in 761 Iowa Administrative Code Ch. 150. The DOT shall construct traffic signal installations all at no cost to the CITY. Lighting installations will not be constructed as part of the project unless specifically requested by the CITY. Lighting which is requested by the CITY will also be paid for entirely by the CITY at no cost to the DOT or project. If constructed, the CITY shall accept ownership of and responsibility for future energy and maintenance costs of those lighting and/or traffic signal units which lie within the CITY'S corporate boundaries. Those lighting units located outside of the CITY at corporation line primary highway junctions shall be owned and operated by the DOT. Those traffic signal units which lie outside of the CITY shall be owned and operated by either the DOT or the County depending on their location.
11. Any costs incurred by the CITY in performing its obligations hereunder will be borne exclusively by the CITY without reimbursement by the DOT.
12. Parking shall be prohibited by the CITY with an appropriate ordinance which shall go into effect at such time as the project is completed and opened to through traffic.

Parking shall be prohibited on the minor street approaches for a distance of 150 feet from the near edge of Relocated U.S. 61 all in accordance with 761 Iowa Administrative Code Chapter 112. Parking shall also be prohibited along both sides of Relocated U.S. 61 within the project area.

13. The CITY will comply with all provisions of the equal employment opportunity requirements prohibiting discrimination and requiring affirmative action to assure equal employment opportunity as required by Iowa Code Chapter 216. No person will, on the grounds of age, race, creed, sex, color, national origin, religion or disability, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which State funds are used.

Special Provisions

14. The CITY and DOT previously entered into Agreement 93-P-124 for preliminary design concepts on the above referenced project. The Agreement was signed by the CITY and DOT on December 16, 1993 and February 28, 1994 respectively.
15. U.S. 61 through traffic will be maintained during the construction period.
16. Bypassed portions of existing U.S. 61 from station 1081+35 (approximately 610 meters westerly from Relocated 41st Street, west extension, to Station 131+70 (approximately 175 meters easterly from the 33rd Street intersection) will be jurisdictionally transferred to the CITY, by separate agreement, upon project completion and opening of Relocated U.S. 61 to through traffic..

Miscellaneous Provisions

17. Previously executed Agreement 93-P-124 (see section 12 herein) will remain in effect except as amended herein.
18. It is the intent of both parties that no third party beneficiaries be created by this Agreement.
19. If any section, provision, or part of this Agreement shall be found to be invalid or unconstitutional, such judgment shall not affect the validity of the Agreement as a whole or any section, provision, or part thereof not found to be invalid or

unconstitutional, except to the extent that the original intent of the Agreement cannot be fulfilled.

20. This Agreement may be executed in two counterparts, each of which so executed will be deemed to be an original.
21. This document; as well as the unaffected provisions of any previous agreement, represents the entire Agreement between the CITY and DOT regarding this project. Any subsequent change or modification to the terms of this Agreement will be in the form of a duly executed amendment to this document.

IN WITNESS WHEREOF, each of the parties hereto has executed Preconstruction Agreement No. 98-3-005 as of the date shown opposite its signature below.

CITY OF MUSCATINE:

By: Richard W. O'Brien Date September 4, 1997.
Title: Mayor

I, A.J. Johnson, certify that I am the Clerk of the CITY, and that _

Richard W. O'Brien, who signed said Agreement for and on behalf of the CITY

was duly authorized to execute the same on the 4th day of September, 1997.

Signed A.J. Johnson

City Clerk of Muscatine, Iowa.

IOWA DEPARTMENT OF TRANSPORTATION:

By: Thomas J. McDonald Date 9-15, 1997
Thomas J. McDonald, P.E.
Development Engineer
Southeast Iowa Transportation Center

FILE COPY
DISTRICT 5

**IOWA DEPARTMENT OF TRANSPORTATION
AGREEMENT FOR TRANSFER OF PUBLIC ROAD JURISDICTION**

City: Muscatine, Iowa

Agreement No.: 2003-TJ-009

Project No.: TJ-373-0(1)-2M-70

This **AGREEMENT** entered into by and between the Iowa Department of Transportation, hereinafter referred to as **STATE** and the City of Muscatine, Iowa, hereinafter referred to as **CITY**; and in consideration of these premises and the mutual covenants hereinafter set forth, it is hereby agreed as follows:

WITNESSETH, that

1. In compliance with the provisions of Iowa Code Sections 306.8 and 306.42, the **STATE** agrees to transfer to the **CITY** the public road segment including right-of-way as follows:

That portion of Iowa 373 (bypassed old U.S. 61) from approximately 0.30 mile northeast of 33rd Street extending southwesterly to a point located approximately 0.35 mile southwest of 41st Street, a length of approximately 1.45 miles, as shown on Exhibit A attached.

- A. The **CITY** agrees to accept the public road segment described in Section 1 of this agreement into its municipal street system in accordance with the provisions of Iowa Code Section 306.42 and this Agreement.
- B. The **CITY** and **STATE** do hereby jointly agree to the jurisdictional change stated above in the manner provided in this Agreement and pursuant to Iowa Code Section 306.42 which authorizes such Agreements respecting highways.
- C. The **CITY** and the **STATE** have examined the physical condition of the public road segment described in Section 1 of this agreement and have agreed that:
 - i. The **STATE** shall transfer funds to the **CITY** in the amount of \$187,000 which represents the cost to full-width Hot Mix Asphalt (HMA) resurface (3 inches), add granular shouldering material (to bring the shoulder up to new roadway elevation) and place pavement markings on the proposed roadway segment, as described herein.

- D. The transfer of jurisdiction of the public road segment described in Section 1 of this agreement shall take place following the execution of this agreement by both the CITY and the STATE as follows:
- i. The CITY shall assume jurisdiction of the public road segment described in Section 1 of this agreement upon receipt of \$187,000 from the STATE, and upon notification to the CITY of the time and date of the STATE's intention to transfer.
 2. The CITY has inspected the public road segment described in Section 1 of this agreement and agrees to accept said road subject to the conditions set forth herein. In accordance with Iowa Code Section 306.42(6), neither the CITY nor the STATE shall be held liable for any claim for damage for any act or omission relating to the design, construction, or maintenance of the public road segment described in Section 1 of this agreement that occurred prior to the effective date of the transfer.
 3. The STATE shall transfer to the CITY by quit-claim deed all its legal or equitable title or interest in the right-of-way, except as noted in Section 4 following, of the public road segment described in Section 1 of this agreement. The CITY shall accept said deed, pursuant to Iowa Code Section 306.42.
 4. If the STATE has acquired access rights by warranty deed for the public road segment described in Section 1 of this agreement, the CITY shall not, within 150 feet of the edge of any intersecting primary highway, either alter those rights or allow any new access.
 5. If any section, provision, or part of this Agreement is found to be invalid or unconstitutional, such judgment shall not affect the validity of the Agreement as a whole or any section, provision, or part thereof not found to be invalid or unconstitutional.
 6. This Agreement shall be executed in two counterparts, each of which shall constitute but one and the same instrument.
 7. This Agreement as set forth in Sections 1 through 7 herein, including referenced exhibits, constitutes the entire Agreement between the CITY and the STATE concerning this transfer of jurisdiction. Representations made before the signing of this agreement are not binding, and neither party has relied upon conflicting representations in entering into this agreement. Any change or alteration to the terms of this agreement must be in the form of an addendum to this agreement. Said addendum shall become effective only upon written approval of the STATE and the CITY.

IN WITNESS THEREOF, each of the parties hereto has executed agreement No. 2003-TJ-009 as of the date shown opposite its signature hereafter.

CITY OF MUSCATINE, IOWA:

BY: Richard W. O'Brien
Title: Mayor

Date November 22nd, 2002.

I, A.J. Johnson, certify that I am the Clerk of the CITY, and that
Richard W. O'Brien, who signed said Agreement for and on behalf of the CITY was
duly authorized to execute the same by virtue of a formal motion passed and adopted by the CITY on
the 21st day of November, 2002.

Signed

A.J. Johnson
City Clerk of Muscatine, Iowa

Date November 22nd, 2002.

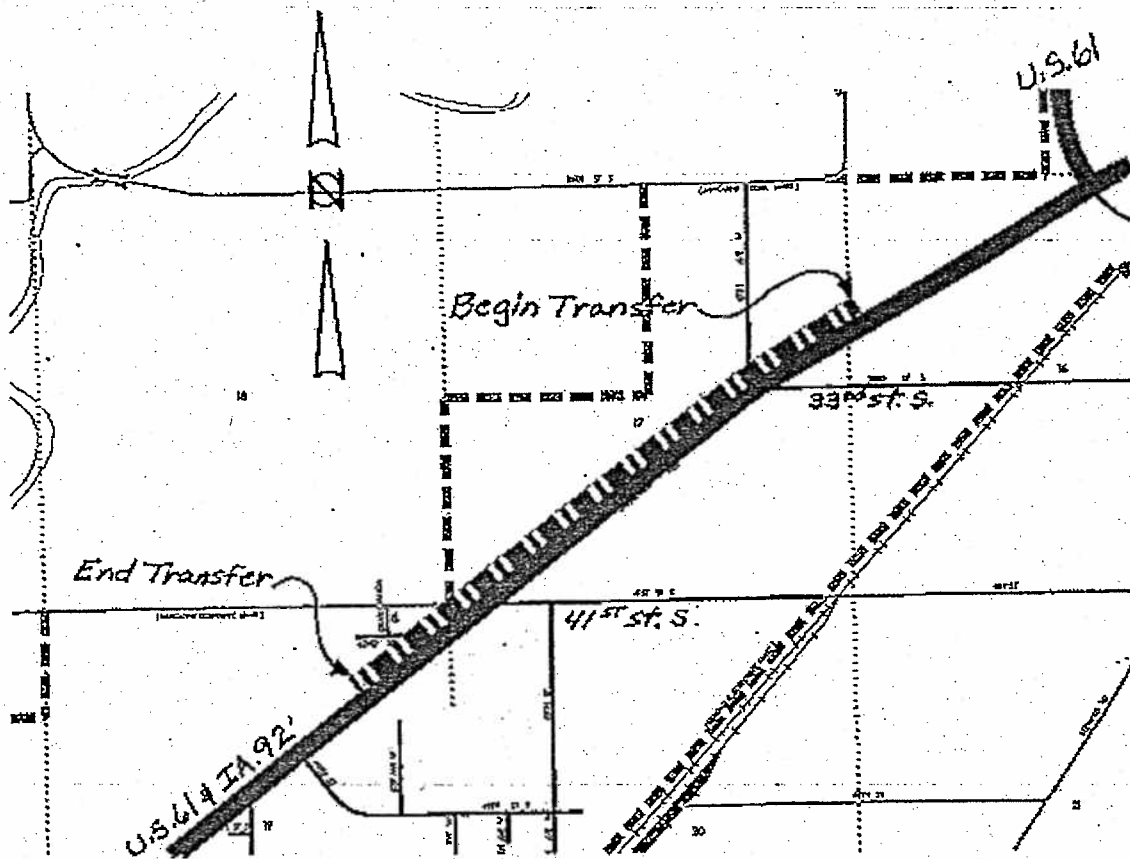
IOWA DEPARTMENT OF TRANSPORTATION:

BY: Larry E. Jackson
Larry E. Jackson
District Engineer
District 5.

Date December 11, 2002.

Comm. Order No. H-2003-77
1/14/03

EXHIBIT A



STATE OF IOWA, }
Mahaska County } ss.

STATE OF IOWA, }
Mahaska County } ss.

I, Del Van Engelenhoven, Advertising
Manager of the OSKALOOSA HERALD, a newspaper printed in said
county, and of general circulation therein, being duly sworn, declare
that the advertisement of Nalaska County
Auditor - Notice of Intent
.....
.....
..... herein attached was published
..... once weeks successively in said paper commencing with
the date of December 11, 2003

Sworn to and subscribed before me this 13th day of
December 2002
Steve A. Perry
Notary Public

In accordance with Iowa Code Section 313.2, notice is hereby given that the Iowa Department of Transportation and Mahaska County, Iowa, intend to enter into an agreement whereby the public road segments described as:

That portion of Iowa 432 (former Iowa 163) beginning at existing Iowa 163 and extending southeasterly and southerly to the north corporation limits of the City of Oskaloosa, a total length of approximately 1.64 miles.

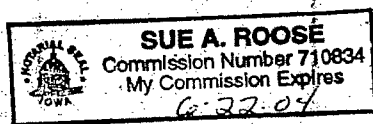
will be transferred from the State of Iowa to Mahaska County which will accept the above public road segments into its secondary road system.

If, within ten (10) days after the publication of this notice, one hundred or more residents of Mahaska County request by petition or in writing that a hearing be held in regard to such agreement, the Board of Supervisors and the Iowa Department of Transportation shall hold a hearing not more than seven days after receiving the petition or written instrument, and based upon evidence presented at such hearing shall re-examine the merits of executing such agreement and make a decision in regard to it.

In absence of such petition in writing, the Iowa Department of Transportation and the Board of Supervisors of Mahaska County, Iowa, intend forthwith to enter such agreement.

A copy of the Intended agreement is on file in the Board Office and with the County Auditor at the Mahaska County Court House, Oskaloosa, Iowa.

Kay Swanson
Mahaska County Auditor



Printers fee \$ 24.35

Received of

..... Dollars in full
of this publication

FILE NO. 1997-4196

97 JUL 14 PM 12:45

DOROTHY J. FITCHNER
RECORDER
MUSCATINE CO.

Chg & return



Iowa Department
of Transportation

7078st.cwa

see #3100

Cheri L. Johnson, Office of Right of Way, 800 Lincoln Way, Ames, IA 50010 515-239-1633

REAL ESTATE TRANSFER	
TAX PAID 27	
STAMP #	
\$ 1,384.80	
D.J.F.	
RECORDER	7-14-97 Muscatine
DATE	COUNTY

**WARRANTY DEED
(CORPORATE GRANTOR)**

For the consideration of Eight Hundred Sixty-five Thousand Five Hundred Seventy-one and no/100-----(\$865,571.00)-----DOLLARS and other valuable consideration in hand paid by Iowa Department of Transportation, **HAHN INVESTMENT COMPANY** (formerly known as Hahn Ready-Mix Company), having its principal place of business at Muscatine, in Muscatine County, State of Iowa, a corporation organized and existing under the laws of Iowa, does hereby convey to the **STATE OF IOWA** real estate and access to real estate in Muscatine County, Iowa:

THE FEE SIMPLE TITLE GRANTED IS TO LAND DESCRIBED AS FOLLOWS:

Two parcels of land located in the SE $\frac{1}{4}$ SW $\frac{1}{4}$, NE $\frac{1}{4}$ SW $\frac{1}{4}$, SW $\frac{1}{4}$ SE $\frac{1}{4}$, NW $\frac{1}{4}$ SE $\frac{1}{4}$ and the NE $\frac{1}{4}$ SE $\frac{1}{4}$ of Sec. 17, T76N, R2W of the 5th P.M., City of Muscatine, Muscatine County, Iowa, as identified as Parcel "A" and Parcel "B" on the Acquisition Plat Exhibit "A" (1 of 3, 2 of 3 and 3 of 3), attached hereto and by reference made a part hereof, and more particularly described as follows:

PARCEL "A" (SHEETS 1 OF 3 AND 2 OF 3): Commencing at the SW Corner of said Sec. 17; thence N88°58 $\frac{3}{4}$ 'E, 1300.5 ft. along the south line of the SW $\frac{1}{4}$ of said Sec. 17 to the Point of Beginning; thence continuing N88°58 $\frac{3}{4}$ 'E, 71.1 ft. along said south line; thence N52°06 $\frac{1}{4}$ 'E, 1541.4 ft. to the west line of the SW $\frac{1}{4}$ SE $\frac{1}{4}$ of said Sec. 17; thence continuing N52°06 $\frac{1}{4}$ 'E, 1.0 ft.; thence N50°36 $\frac{1}{4}$ 'E, 377.4 ft.; thence N52°06 $\frac{1}{4}$ 'E, 2529.1 ft. to the north line of the NE $\frac{1}{4}$ SE $\frac{1}{4}$ of said Sec. 17; thence S88°42 $\frac{1}{4}$ 'W, 858.2 ft. along said north line to the presently established centerline of Primary Road No. U.S. 61; thence southwesterly along said centerline, 512.1 ft. along a 5730.0 foot radius curve, concave southeasterly, having a long chord of 511.9 ft., bearing S54°39 $\frac{1}{4}$ 'W; thence S52°06 $\frac{1}{4}$ 'W, 1295.3 ft. along said centerline to the east line of the NE $\frac{1}{4}$ SW $\frac{1}{4}$ of said Sec. 17; thence continuing S52°06 $\frac{1}{4}$ 'W, 1632.0 ft. along said centerline to the west line of the SE $\frac{1}{4}$ SW $\frac{1}{4}$ of said Sec. 17; thence S00°53 $\frac{1}{2}$ 'E, 628.0 ft. along said west line to the Point of Beginning; containing 45.04 acres, more or less, including 5.76 acres, more or less, within the presently established right of way and exclusive of 3.94 acres, more or less, as described in Book 127, Page 673, in the office of the Muscatine County Recorder.

NOTE: The south line of the SW $\frac{1}{4}$ of said Sec. 17 is assumed to bear N88°58 $\frac{3}{4}$ 'E.

PARCEL "B" (SHEET 3 OF 3): Commencing at the SW Corner of said Sec. 17; thence N88°58 $\frac{3}{4}$ 'E, 1371.6 ft. along the south line of the SW $\frac{1}{4}$ of said Sec. 17; thence N52°06 $\frac{1}{4}$ 'E, 551.7 ft. to the Point of Beginning; thence continuing N52°06 $\frac{1}{4}$ 'E, 990.8 ft.; thence N50°36 $\frac{1}{4}$ 'E, 377.4 ft.; thence N52°06 $\frac{1}{4}$ 'E, 49.2 ft.; thence S37°53 $\frac{1}{4}$ 'E, 1424.0 ft. to the presently established northerly right of way line of 41st Street; thence S88°58 $\frac{1}{4}$ 'W, 1194.1 ft. along said right of way line; thence S88°58 $\frac{1}{4}$ 'W, 384.5 ft. along said right of way line; thence N77°06'W, 230.5 ft.; thence N53°06 $\frac{1}{2}$ 'W, 162.7 ft.; thence N23°23 $\frac{1}{2}$ 'W, 135.8 ft. to the Point of Beginning; containing 28.75 acres, more or less.

NOTE: The south line of the SW $\frac{1}{4}$ of said Sec. 17 is assumed to bear N88°58 $\frac{3}{4}$ 'E.

THE FEE SIMPLE TITLE GRANTED IS TO ACCESS RIGHTS DESCRIBED AS FOLLOWS:

All rights of direct access between Primary Road No. U.S. 61 and grantor's remaining property abutting thereon from Sta. 116+11.367 $\pm$ (Property Line) to Sta. 129+18.725 $\pm$ (Property Line), on the south side, reserving to the grantor the right of direct access at Sta. 117+52 (41st Street Connection), Sta. 120+70, Sta. 123+75, and Sta. 127+45, all on the south side.

AND

All rights of direct access between Local Road (41st Street) and grantor's remaining property abutting thereon from Sta. 1118+15.502 to Sta. 1118+80, on the east side.

AND

All rights of direct access between Local Road (33rd Street) and grantor's remaining property abutting thereon from Sta. 1130+75.457 to Sta. 1131+40, on the west side.

This deed and a certain Warranty Deed to the City of Muscatine, Iowa, executed by the above named grantor, are given in fulfillment of a certain real estate contract dated May 5, 1997, and recorded in the Muscatine County Recorder's Office on May 16, 1997, in File No. 1997-2905.

The additional amount of \$5,000.00, as agreed to by contract, is paid as severance damages to the remaining property and is not subject to real estate transfer tax.

This land is being acquired for public purposes and a Declaration of Value is not required. Iowa Code Sec. 428A.1.

The corporation hereby covenants with grantees, and successors in interest, that it holds the real estate by title in fee simple; that it has good and lawful authority to sell and convey the real estate; that the real estate is free and clear of all liens and encumbrances, except as may be above stated; and it covenants to warrant and defend the real estate against the lawful claims of all persons, except as may be above stated.

Muscatine County Project No. NHSN-61-4(57)--2R-70
Hahn Investment Company (Parcel 78)

Words and phrases herein, including acknowledgment hereof, shall be construed as in the singular or plural number:

Dated June 13, 1997 (SIGN IN INK)

HAHN INVESTMENT COMPANY (NO SEAL)

By: Thomas R. Hahn
Thomas R. Hahn, President

By: Lucy M. Hahn
Lucy M. Hahn, Secretary

(NOTARY PLEASE COMPLETE LEFT AND RIGHT SIDES)

STATE OF IOWA, }
COUNTY OF Muscatine, } ss:

On this 13 day of June, A.D. 19 97, before me, the undersigned, a Notary Public in and for said State, personally appeared Thomas R. Hahn and Lucy M. Hahn

☒ 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. which execution was on behalf of Hahn Investment Company and was executed by them as President and Secretary of said Corporation and by authorization of its Board of Directors

NOTARY SEAL)

Duane J. Goedken (Sign in Ink)
Duane J. Goedken (Print/Type Name)
Notary Public in and for State of IOWA

CAPACITY CLAIMED BY SIGNER

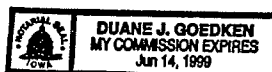
☐ INDIVIDUAL
☒ CORPORATE
OFFICER(S) President & Secretary
TITLE(S)

(CORP SEAL)

☐ AFFIXED
☒ NO SEAL PROCURED
☐ PARTNER(S) ☐ LIMITED
☐ GENERAL
☐ ATTORNEY-IN-FACT
☐ TRUSTEE(S)
☐ GUARDIAN/CONSERVATOR
☐ OTHER: _____

SIGNER IS REPRESENTING:
NAME OF PERSON(S) OR ENTITY(IES)

Hahn Investment Company





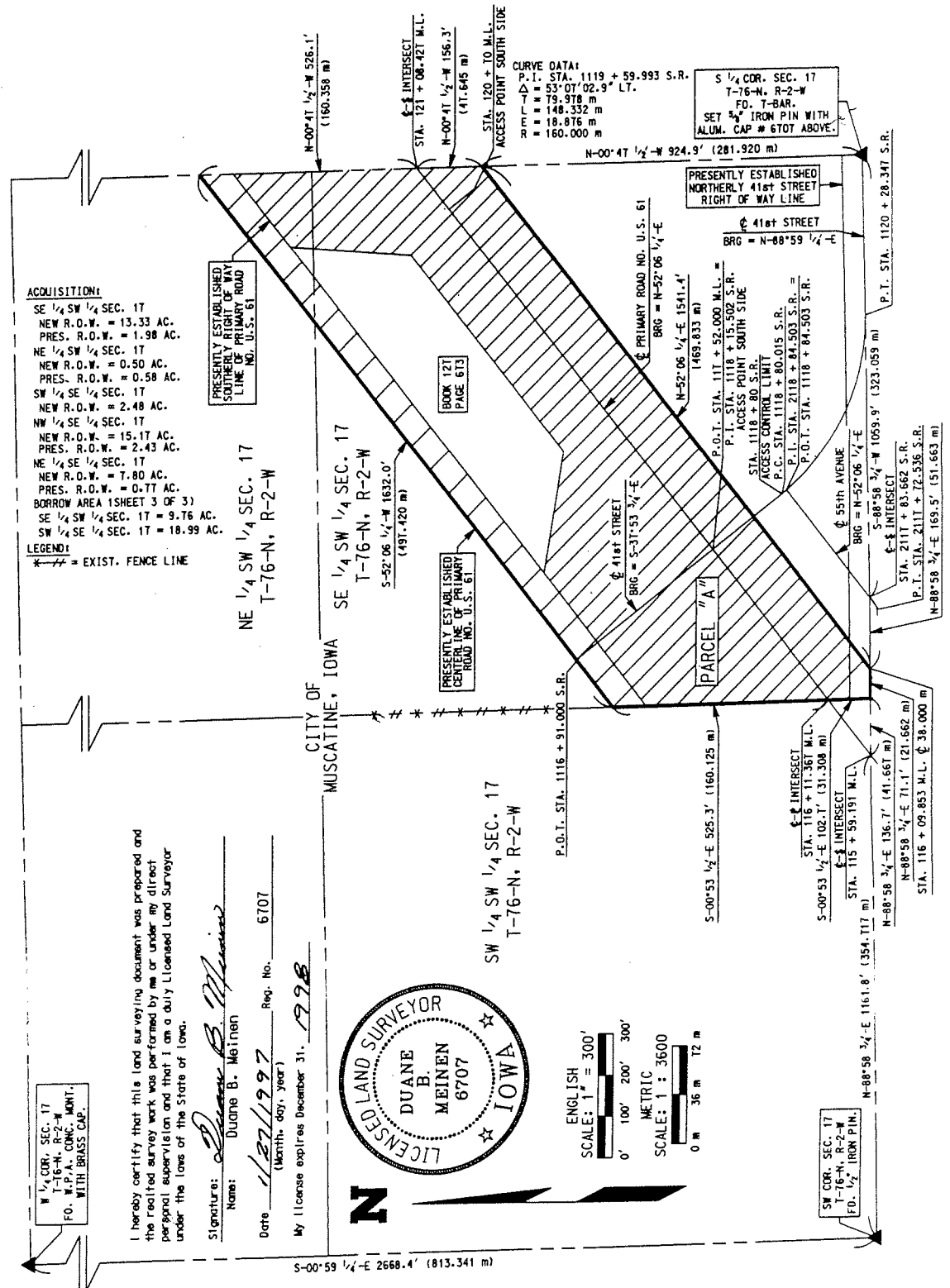
Low Department of Transportation

ACQUISITION PLAT

EXHIBIT "A" (SHEET 1 OF 3)

COUNTY MUSCATINE STATE CONTROL NO. 07-00
PROJECT NO. NHSN-61-4(57)--2R-70 PARCEL NO. 78
SECTION 17 TOWNSHIP 76-N RANGE 2-W
ROW-FEE 73.79 * AC EASE _____ AC EXCESS-FEE _____ AC
ACCESS RIGHTS ACQUIRED STA. 116 + 11.367 M.L. TO STA. 129 + 18.725 M.L. SOUTH SIDE
ACCESS RIGHTS ACQUIRED STA. 1118 + 15.502 S.R. TO STA. 1118 + 80 S.R. EAST SIDE
ACCESS RIGHTS ACQUIRED STA. 1130 + 75.457 S.R. TO STA. 1131 + 40 S.R. WEST SIDE
ACQUIRED FROM Hahn Investment Company

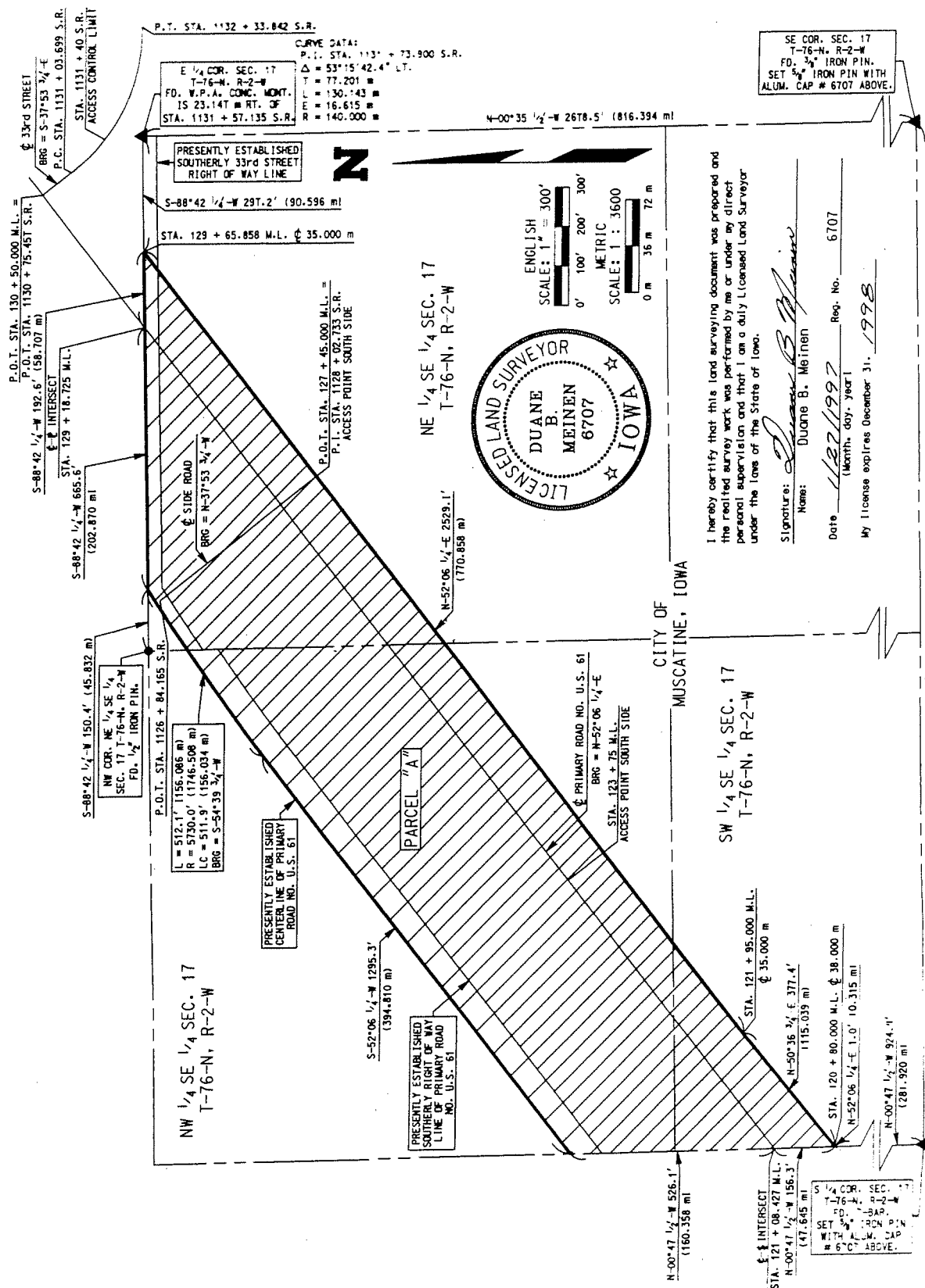
* INCLUDING 5.76 ACRES WITHIN THE PRESENTLY ESTABLISHED RIGHT OF WAY

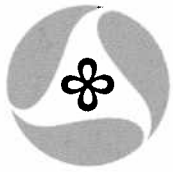




COUNTY MUSCATINE STATE CONTROL NO. 07-00
PROJECT NO. NHSN-61-4(57)--2R-70 PARCEL NO. 78
SECTION 17 TOWNSHIP 76-N RANGE 2-W
ROW-FEE * AC EASE _____ AC EXCESS-FEE _____ AC
ACCESS RIGHTS _____
ACQUIRED FROM Hahn Investment Company

* SEE SHEET 1 OF 3 FOR AREA BREAKDOWN





Iowa Department of Transportation

307 West Briggs, Fairfield, Iowa 52556

Phone: 641-472-4171

Fax: 641-472-3622

January 27, 2006

RE: 41st St. & 47th Ave Right of Way

Randy Hill
Public Works Director
City of Muscatine
215 Sycamore
Muscatine, IA 52761

Dear Mr. Hill,

For your records, please find enclosed the original document which transfers title to land for 41st St., 47th Ave., and Grandview Ave. (former U.S. 61) right of way from the State of Iowa (I.D.O.T.) to the City of Muscatine.

If you have any questions, please give me a call.

Thank you,

Keith E. Vlademar, P.L.S.
District Surveyor

KV:tr

Encl.
CC: Pete Tollenaere