12.00 DDCO
18.40 stamps

5

Instrument #: 2017-04196
08/16/2017 09:45:13 AM Total Pages: 1
DDW WARRANTY DEED
Recording Fee: $30.40 Transfer Tax: $18.40
Sarah M Hearst - Recorder, Muscatine County Iowa

WARRANTY DEED

Return to: ~~Nathan R. Mather, 226 E. 2nd St. Ste. 2, Muscatine, IA 52761~~ Taxpayer
Preparer: Nathan R. Mather, 226 E. 2nd St. Ste. 2, Muscatine, IA 52761, Phone: (563) 263-1800
Taxpayer: City of Muscatine; 215 Sycamore Street, Muscatine, IA 52761

For the consideration of One ($1.00) Dollar(s) and other valuable consideration, Hector F. Castillo and Kim A. Castillo, Husband and Wife do hereby Convey to City of Muscatine, Iowa the following described real estate in Muscatine County, Iowa: Lots 41 and 42, in Block 16, of Park Place Addition to the City of Muscatne, in Muscatine County, Iowa.

Grantors do Hereby Covenant with grantees, and successors in interest, that grantors hold the real estate by title in fee simple; that they have 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 grantors Covenant to Warrant and Defend the real estate against the lawful claims of all persons except as may be above stated. Each of the undersigned hereby relinquishes all rights of dower, homestead and distributive share in and to the real estate. Words and phrases herein, including acknowledgment hereof, shall be construed as in the singular or plural number, and as masculine or feminine gender, according to the context.

Dated on August 3, 2017

Hector F Castillo
Hector F. Castillo (Grantor)

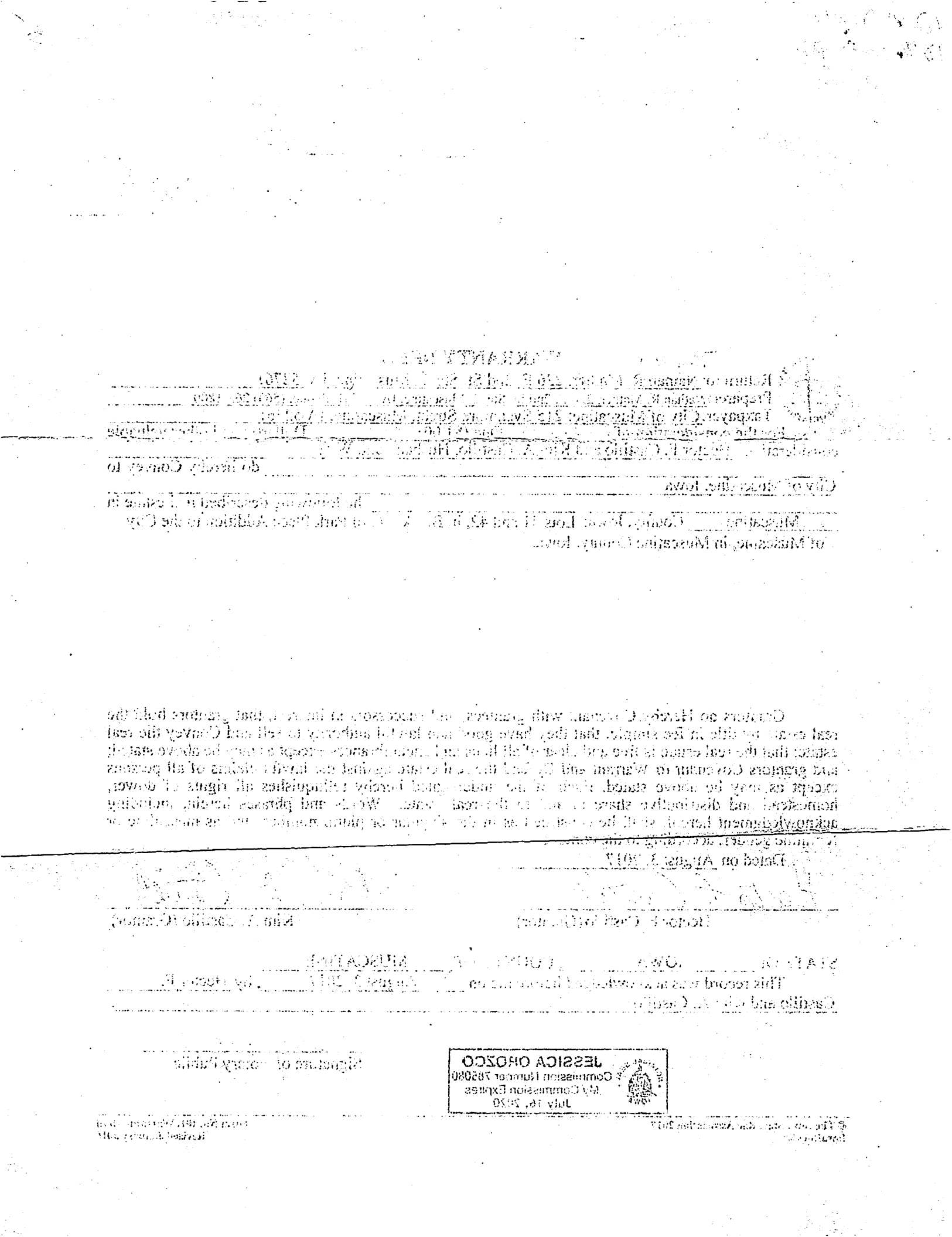
Kim A. Castillo
Kim A. Castillo (Grantor)

STATE OF IOWA, COUNTY OF MUSCATINE

This record was acknowledged before me on August 3, 2017, by Hector F. Castillo and Kim A. Castillo.

Jessica Orozco
Signature of Notary Public

JESSICA OROZCO
Commission Number 785080
My Commission Expires
July 16, 2020



GWH Related ID: 2017-04196

DDW WARRANTY DEED
08/16/2017 09:45:13 AM
Sarah M Hearst Recorder, Muscatine County Iowa

Instrument #: GWH2017-00612
08/16/2017 09:45:13 AM Total Pages: 2
GWH GROUND WATER HAZARD
Recording Fee: $
Sarah M Hearst - Recorder, Muscatine County Iowa

REAL ESTATE TRANSFER - GROUNDWATER HAZARD STATEMENT
TO BE COMPLETED BY TRANSFEROR

TRANSFEROR:
Name Hector F. Castillo and Kim A. Castillo
Address 105 Jefferson Street, Muscatine, IA 52761
Number and Street or RR | City, Town or P.O. | State | Zip

TRANSFEREE:
Name City of Muscatine
Address 215 Sycamore Street, Muscatine, IA 52761
Number and Street or RR | City, Town or P.O. | State | Zip

Address of Property Transferred:
Lots 41 and 42, in Block 16, of Park Place Addition, Muscatine, IA 52761
Number and Street or RR | City, Town or P.O. | State | Zip

Legal Description of Property: (Attach if necessary) Lots 41 and 42, in Block 16, of Park Place Addition to the City of Muscatne, in Muscatine County, Iowa.

1. **Wells (check one)**
   X There are no known wells situated on this property.
   ___ There is a well or wells situated on this property. The type(s), location(s) and legal status are stated below or set forth on an attached separate sheet, as necessary.
2. **Solid Waste Disposal (check one)**
   X There is no known solid waste disposal site on this property.
   ___ There is a solid waste disposal site on this property and information related thereto is provided in Attachment #1, attached to this document.
3. **Hazardous Wastes (check one)**
   X There is no known hazardous waste on this property.
   ___ There is hazardous waste on this property and information related thereto is provided in Attachment #1, attached to this document.
4. **Underground Storage Tanks (check one)**
   X There are no known underground storage tanks on this property. (Note exclusions such as small farm and residential motor fuel tanks, most heating oil tanks, cisterns and septic tanks, in instructions.)
   ___ There is an underground storage tank on this property. The type(s), size(s) and any known substance(s) contained are listed below or on an attached separate sheet, as necessary.

5. **Private Burial Site (check one)**
   _X_ There are no known private burial sites on this property.
   ___ There is a private burial site on this property. The location(s) of the site(s) and known identifying information of the decedent(s) is stated below or on an attached separate sheet, as necessary.
6. **Private Sewage Disposal System (check one)**
   _X_ All buildings on this property are served by a public or semi-public sewage disposal system.
   ___ This transaction does not involve the transfer of any building which has or is required by law to have a sewage disposal system.
   ___ There is a building served by private sewage disposal system on this property or a building without any lawful sewage disposal system. A certified inspector's report is attached which documents the condition of the private sewage disposal system and whether any modifications are required to conform to standards adopted by the Department of Natural Resources. A certified inspection report must be accompanied by this form when recording.
   ___ There is a building served by private sewage disposal system on this property. Weather or other temporary physical conditions prevent the certified inspection of the private sewage disposal system from being conducted. The buyer has executed a binding acknowledgment with the county board of health to conduct a certified inspection of the private sewage disposal system at the earliest practicable time and to be responsible for any required modifications to the private sewage disposal system as identified by the certified inspection. A copy of the binding acknowledgment is attached to this form.
   ___ There is a building served by private sewage disposal system on this property. The buyer has executed a binding acknowledgment with the county board of health to install a new private sewage disposal system on this property within an agreed upon time period. A copy of the binding acknowledgment is provided with this form.
   ___ There is a building served by private sewage disposal system on this property. The building to which the sewage disposal system is connected will be demolished without being occupied. The buyer has executed a binding acknowledgment with the county board of health to demolish the building within an agreed upon time period. A copy of the binding acknowledgment is provided with this form. [Exemption #9]
   ___ This property is exempt from the private sewage disposal inspection requirements pursuant to the following exemption [Note: for exemption #9 use prior check box]: _____.
   ___ The private sewage disposal system has been installed within the past two years pursuant to permit number _____.

Information required by statements checked above should be provided here or on separate sheets attached hereto:

_____

_____

_____

_____

I HEREBY DECLARE THAT I HAVE REVIEWED THE INSTRUCTIONS FOR THIS FORM AND THAT THE INFORMATION STATED ABOVE IS TRUE AND CORRECT.

Signature: _____, Attorney _____ Telephone No.: (563) 263-1800
(Transferor or Agent)

CTRL #

C O Y Y Y Y M M # # # # #

1557006019999

REAL ESTATE TRANSFER - DECLARATION OF VALUE

Please read the instructions comprised in form 57-011 before completing and filing this form.

Part I - TO BE COMPLETED BY BUYER, SELLER OR AGENT

Date of Instrument (MMDDYYYY) 0 8 0 3 2 0 1 7

Enter the number matching your selection in the box at the end of the line: Deed (1) Contract (2) 1

Seller: Hector F. Castillo and Kim A. Castillo Phone Number: (563) 299-2020

Seller Address: 105 Jefferson Street City: Muscatine

State: Iowa ZIP: 52761 email: N/A

Buyer: City of Muscatine Phone Number: (563) 264-1550

Buyer Address: 215 Sycamore Street City: Muscatine

State: Iowa ZIP: 52761 email: N/A

Address of Property Conveyed: Lots 41 and 42, in Block 16, of Park Place Addition

City: Muscatine State: Iowa ZIP: 52761

Legal Description: Lots 41 and 42, in Block 16, of Park Place Addition to the City of Muscatne, in Muscatine County, Iowa.

Enter the number corresponding to your selection in the box at the end of the line, if applicable.

Type of Sale: Sale between related parties/family (1); Sale of partial interest (2); Trade (3); Quit Claim Deed (4); Auction (5)

Was this a sale of agricultural land to: Corporation (1); Trust (2); Alien (3); Non-resident Alien (4); Limited Partnership (5)

DECLARATION OF VALUE STATEMENT

1. Total Amount Paid ..... 1 1 , 7 8 1 .00
2. Amount Paid for Personal Property ..... 0 .00
3. Amount Paid for Real Property ..... 1 1 , 7 8 1 .00

I hereby declare that the information contained in Part I of this form is true and correct.

Printed Name: Nathan R. Mather Phone Number: (563) 263-1800

Signature: Buyer or Seller or Agent or Attorney X

Part II - TO BE COMPLETED BY THE ASSESSOR

Assessed values must be as of January 1 of the year in which the sale occurred.

SECTION A: SINGLE CLASSIFICATION

Primary Classification: Residential (4); Commercial (5); Industrial (2); Agricultural (1); Multi-residential (7)

City/Township: Occupancy:

Primary Parcel Number: Year Built:

Class	Land	Building	Dwelling
Res	.00	.00	.00
Com	.00	.00	
Ind	.00	.00	
Ag	.00	.00	.00
MultiRes	.00	.00	.00

Subtotal .00

SECTION B: DUAL CLASSIFICATION

Primary Classification: Commercial (5); Industrial (2); Multi-residential (7)

City/Township: Occupancy:

Primary Parcel Number: Year Built:

Class	Land	Building	Dwelling
Com	.00	.00	
Ind	.00	.00	
MultiRes	.00	.00	.00

Subtotal .00

Total: Add Subtotal amounts from Sections A and B .00

Enter amount from line 3, page 1 .00

Ratio: Divide Total amount by the amount on line 3, page 1 %

NUTC

Jurisdiction

Comments:

REAL ESTATE CONTRACT (CASH)

Prepared by: Nathan R. Mather 226 E. 2nd Street, Ste. 2, Muscatine IA 52761 (563) 263-1800

IT IS AGREED between

Kim A. Castillo and Hector F. Castillo, husband and wife ("**Seller**"),

And

The City of Muscatine, Iowa, ("**Buyer**"),

Sellers agree to sell and Buyers agree to buy real estate in MUSCATINE COUNTY IOWA described as:

ADDRESS: **1011 1st Avenue, Muscatine, Iowa (Parcel # 0825376033)**

Also described as: **Lots 41 and 42, in Block 16, of Park Place Addition to the city of Muscatine, in Muscatine, Iowa**

with any easements and appurtenant servient estates, but subject to the following: a. any zoning and other ordinances, b. any covenants of record; c. any easements of records for public utilities, roads and highways; (the "Real Estate"), upon the following terms:

1. **PRICE.** The total purchase price for the Real Estate is **$11,796.03**, payable in cash at the time of closing. Said purchase price shall be reduced or increased by **$2.11** for each day earlier or later than August 11, 2017, respectively, that closing occurs.

2. **REAL ESTATE TAXES.** The Seller agrees to pay all taxes which are a lien against said real estate. All other taxes shall be prorated to the date of possession.

3. **SPECIAL ASSESSMENTS.** Sellers shall pay all special assessments which are a lien on the Real Estate as of the date of this contract FOR WHICH A RESOLUTION for improvements is in effect previous to the date hereof. All other special assessments shall be paid by Buyers.

4. **POSSESSION.** Buyer shall be entitled to possession of the Real Estate at the time of closing which shall be held on or before the **11th day of August, 2017.**

5. **INSURANCE.** Sellers shall maintain existing insurance upon the Real Estate until the date of closing. Buyers shall accept insurance proceeds instead of Sellers replacing damaged improvements. After possession and until full payment of the purchase price, Buyers shall keep the improvements on the Real Estate insured against loss by fire, tornado, and extended coverage for a sum not less than 80 percent of full insurable value payable to the Sellers and Buyers as their interests may appear. Buyers shall provide Sellers with evidence of such insurance.

6. **ABSTRACT OF TITLE.** Sellers shall, as soon as financing is committed, promptly obtain an abstract of title to the Real Estate continued through the date of this contract, and deliver it to Buyers for examination. It shall show merchantable title in Sellers in conformity with the contract, Iowa law and the Title Standards of the Iowa State Bar Association. The abstract shall

become the property of the Buyers when the purchase price is paid in full, however, Buyers reserve the right to occasionally use the abstract prior to full payment of the purchase price. Sellers shall pay the costs of any additional abstracting and title work due to any act or omission of Sellers, including transfers by or the death of Seller or their assignees.

7. **FIXTURES.** All property that integrally belongs to or is part of the Real Estate, whether attached or detached, such as ceiling fans, light fixtures, shades, rods, blinds, awnings, windows, storm doors, screens, plumbing fixtures, water heaters, water softeners, automatic heating equipment, air conditioning equipment, wall to wall carpeting, built-in items and electrical service cable, outside television towers and antenna, fencing, gates and landscaping shall be considered a part of the Real Estate and included in the sale.

8. **PERSONAL PROPERTY.** Included in the purchase price are the following items of personal property:

None

9. **WARRANTIES.** Sellers makes no warranties and specifically disclaims any and all warranties as to the fitness or condition of any aspect of the Real Estate, excepting only title thereto.

10. **DEED.** Upon payment of purchase price, Sellers shall convey the Real Estate to Buyers or to their assignees, by Warranty Deed, free and clear of all liens, restrictions, and encumbrances except as provided herein. Any general warranties of all title shall extend only to the date of this contract, with special warranties as to acts of Sellers continuing up to time of delivery of the deed.

11. **REMEDIES OF THE PARTIES.**

a. If Buyers fail to timely perform this contract, Sellers may, at Seller's option, either (i) forfeit Buyer's rights in this contract as provided in the Iowa Code, and all payments made by Buyers shall be forfeited or (ii) upon thirty days written notice by Sellers to Buyers of Sellers' intention to accelerate the payment of the entire balance because such failure (during which thirty days such failure is not corrected) Sellers may declare the entire balance immediately due and payable, and thereafter this contract may be foreclosed in equity; the Court may appoint a receiver; and the period of redemption after sale on foreclosure may be reduced under the conditions of Section 628.26 or Section 628.27 of the Iowa Code.

b. If Sellers fail to timely perform their obligations under this contract, Buyer shall have the right to terminate this contract and have all payments made returned to them.

c. Buyers and Sellers are also entitled to utilize any and all other remedies or actions at law or in equity available to them.

d. In any action or preceding relating to this contract the successful party shall be entitled to receive reasonable attorney's fees and costs as permitted by law.

12. **JOINT TENANCY IN PROCEEDS AND IN REAL ESTATE.** If Sellers, immediately preceding this contract, hold title to the Real Estate in joint tenancy with full right of survivorship, and the joint tenancy is not later destroyed by operation of law or by acts of Sellers, then the proceeds of this sale, and any continuing or recaptured rights of Sellers in the Real Estate, shall belong to Sellers as joint tenants with full right of survivorship and not as tenants in common; and

Buyers, in the event of the death of either Seller, agree to pay any balance of the price due Sellers under this contract to the surviving Seller and to accept a deed from the surviving Seller consistent with paragraph.

13. **JOINDER BY SELLER'S SPOUSE.** Seller's spouse, if not a titleholder immediately preceding acceptance of this offer, executes this contract only for the purpose of relinquishing all rights of dower, homestead and distributive shares or in compliance with Section 561.13 of the Iowa code and agrees to execute the deed for this purpose.

14. **TIME IS OF THE ESSENCE.** Time is of the essence in this contract.

15. **WOOD INFESTATION.** Buyer may have the premises inspected for wood destroying insects and Seller shall pay for any treatment and the repairs of any damage caused by such infestation.

16. **CONSTRUCTION.** Words and phrases in this contract shall be construed as in the singular or plural number, and as masculine, feminine or neuter gender, according to the context.

17. **LEAD PAINT.** Unless the property is exempt, Seller agrees to comply with the disclosure requirements of Section 1018 of the Residential Lead Based Paint Hazard Reduction Act of 1992.

18. **Private Sewage Disposal System (check one)**

__X__ There are no known private sewage disposal systems on this property.

_____ There is a private sewage disposal system on this property. A certified inspector's report will be provided which documents the condition of the private sewage disposal system and whether any modifications are required to conform to standards adopted by the Department of Natural Resources.

_____ There is a private sewage disposal system on this property. Weather or other temporary physical conditions prevent the certified inspection of the private sewage disposal system from being conducted. The buyer has executed a binding acknowledgment with the county board of health to conduct a certified inspection of the private sewage disposal system at the earliest practicable time and to be responsible for any required modifications to the private sewage disposal system as identified by the certified inspection. A copy of the binding acknowledgment is provided with this form.

_____ There is a private sewage disposal system on this property. The building to which the sewage disposal system is connected will be demolished without being occupied. The buyer has executed a binding acknowledgment with the county board of health to demolish the building within an agreed upon time period. A copy of the binding acknowledgment is provided with this form.

19. Other

a. Buyer accepts the property in its **AS IS** condition. Seller makes no warranties except as to title.

Date: July 20 2017

BUYERS:

City of Muscatine, Iowa

SELLERS:

Kim A. Castillo
105 Jefferson Street
Muscatine, IA 52761

Hector F. Castillo
105 Jefferson Street
Muscatine, IA 52761