

RESOLUTION NO. 93332-0216

RESOLUTION TO ACCEPT EASEMENTS FOR MUSSER PARK TO WIGGENS ROAD TRAIL PROJECT

WHEREAS, the City is undertaking a project to connect Musser Park to Wiggins Road using a system of trails and Muscatine County roadways; and

WHEREAS, it is necessary for the City to obtain permanent easements from private property owners along the trail route; and these owners have agreed to provide such easements at no cost to the city;

NOW, THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MUSCATINE, IOWA that the attached easements from Hahn Investment Company and F. & J. Hahn, Inc, all of Muscatine, IA, be accepted by the City.

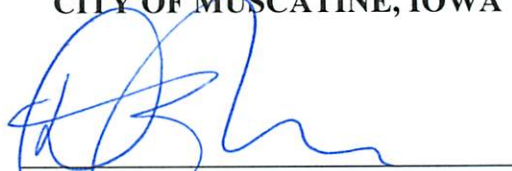
PASSED, APPROVED AND ADOPTED this 4th day of February 2016.



Attest:


Gregg Mandsager, City Clerk

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


Diana L. Broderson, Mayor

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Drafted by & Return to: Andrew Fangman, City Planner, City of Muscatine, 215 Sycamore St.,
Muscatine, IA 52761; (563) 262-4141
Send Tax Statement to: Not Applicable.

TRAIL EASEMENT

Hahn Investment Company and F. & J. Hahn, Inc. by and for their respective shareholders, directors, and officers, (collectively hereinafter “Grantors” and each individually hereinafter “Grantor”) hereby grant to City of Muscatine, Iowa, its successors and assigns (hereinafter “Grantee”) a perpetual right and easement to construct and use a trail for public passage by foot and non-motorized bicycle over a certain parcel of land as described in the attached Exhibit A subject to the terms and conditions contained in this Trail Easement.

Grantee shall have the right but not the obligation to construct, maintain, mark, and use a trail across the Grantors’ parcels of land, within the permanent easement delineated as “Permanent Trail Easement” in the attached Exhibit A, including the construction of trail surfacing, facilities for the necessary channeling of surface water, and appropriate signage (all of the foregoing collectively referred to herein as “Construction”). Grantee shall repair, at Grantee’s sole cost and expense, any damage to the Grantors’ properties caused by the Construction and shall restore the Grantors’ properties to their original condition. Grantee shall also prevent that part of the Grantors’ properties lying adjacent and/or contiguous to the Permanent Trail Easement from suffering any adverse consequences due to the construction, placement, or use of the trail, including any flooding or other standing water that did not exist before the said Construction, placement, or use of said trail.

Grantors grant the Grantee a temporary construction easement for a trail under, over, through, and across certain real estate as described as “Temporary Construction Easement” for the purpose of and as shown on the project plans for said trail improvement in the attached Exhibit A. The grant of Temporary Construction Easement shall terminate on midnight of the date on which the construction of the trail is complete and the same is accepted by Grantee. Notwithstanding the foregoing, in no event shall the Temporary Construction Easement continue later than December 31, 2017.

Grantee have the right but not the obligation to invite public use of the trail, and Grantee shall use reasonable efforts to maintain the trail and to discourage littering and other acts that would encroach upon the natural features of the trail corridor or that would diminish its attractiveness. Grantors shall retain the right but not the obligation to mow along the trail, remove snow, and otherwise enhance the utilization of the trail. In no event shall Grantors incur any additional responsibilities or liabilities by virtue of or arising from this grant of easement to Grantee.

Grantee shall use reasonable efforts to discourage the public and any users of the trail from straying from or leaving the trail and entering onto Grantors' properties situated adjacent and/or contiguous to the trail, including the use of appropriate trail demarcation to make clear the borders of the trail. Grantee shall also provide clear and prominent signage instructing users of the trail not to exit the trail or to enter onto adjacent private property.

Before inviting public use of the trail and until this trail easement is terminated by the parties, Grantee shall install and maintain a fence on the westerly side of the trail along the entire length of the North Permanent Easement as the same is legally described in the attached Exhibit A (said fence along the North Permanent Easement is referred to herein as "North Trail Fence"), and Grantee shall install and maintain a fence on the easterly side of the trail along the entire length of the South Permanent Easement as the same is legally described in the attached Exhibit A (said fence along the South Permanent Easement is referred to herein as "South Trail Fence"; and the North Trail Fence and the South Trail Fence are collectively referred to herein as the "Trail Fences"). The Trail Fences are intended for the purpose of deterring and preventing any users of the trail from wandering off from or otherwise exiting the trail and entering onto adjacent private property for the protection and safety of the users of the trail and out of respect for the continued use and quiet enjoyment of neighboring properties by the owners of the same. The materials used for the Trail Fences will be at the discretion of Grantee, provided that the Trail Fences shall be sufficient for the stated intended purposes and provided that the Trail Fences shall cause minimal interference with the aesthetic appeal of the trail and the surrounding areas. Grantee shall continuously maintain and promptly repair the Trail Fences as necessary for the function and purpose of the same as stated herein.

Notwithstanding anything herein to the contrary, Grantors collectively or each Grantor individually shall give Grantee at least 48 hours notice before using any irrigation system over or upon the Grantors' or Grantor's property lying adjacent and/or contiguous to the trail, and after receiving said notice Grantee shall close the trail or trails, in any manner Grantee deems fit, provided that Grantors shall have no duty to investigate or otherwise determine (1) that said trail has in fact been closed or (2) that no member of the public is present on or traveling over the said trail before Grantor or Grantors may proceed to use its or their irrigation system. Grantee shall indemnify Grantors and hold Grantors harmless from any and all claims and damages in any way related to the trail and the Grantors' use of their irrigation systems on land adjacent and/or contiguous to the trail.

For the duration of this easement and at all times that the trail continues to exist on the Permanent Trail Easement, the City of Muscatine shall (1) provide liability protection to Grantors equal in coverage to that provided for all streets and trails within the City, (2) provide full indemnification to Grantors against any claim or cause of action arising from any use of the Permanent Trail Easement or any use of the Temporary Construction Easement or arising from any person or thing leaving the Permanent Trail Easement or the Temporary Construction Easement and entering onto any other part of the Grantors' properties, and (3) hold Grantors harmless from any and all claims and damages related in any way to the use of the Permanent Trail Easement or the Temporary Construction Easement.

[REMAINDER OF PAGE BLANK – SIGNATURES FOLLOW]

IN WITNESS WHEREOF, the parties hereto have executed this Trail Easement on this _____ day of November, 2015.

GRANTORS:

GRANTEE:

HAHN INVESTMENT COMPANY

THE CITY OF MUSCATINE, IOWA

By: _____
Thomas R. Hahn
Its President

By: _____
Diana Broderson, Its Mayor

F. & J. HAHN, INC.

Attest:


Gregg Mandsager, Its City Clerk

By: _____
James F. Hahn
Its President

STATE OF _____, COUNTY OF _____, SS:

The foregoing instrument was acknowledged before me on November ____, 2015, by **Thomas R. Hahn** as President of HAHN INVESTMENT COMPANY, on behalf of whom the instrument was executed.

[SEAL]

Notary Public in and for the State of Iowa

STATE OF IOWA, COUNTY OF MUSCATINE, SS:

The foregoing instrument was acknowledged before me on November ____, 2015, by **James F. Hahn** as President of F. & J. HAHN, INC., on behalf of whom the instrument was executed.

[SEAL]

Notary Public in and for the State of Iowa

STATE OF IOWA, COUNTY OF MUSCATINE, SS:

The foregoing instrument was acknowledged before me on November ____, 2015, by **Diana Broderson** and **Gregg Mandsager**, as Mayor and City Clerk, respectively, of the CITY OF MUSCATINE, STATE OF IOWA, on behalf of whom the instrument was executed.

[SEAL]

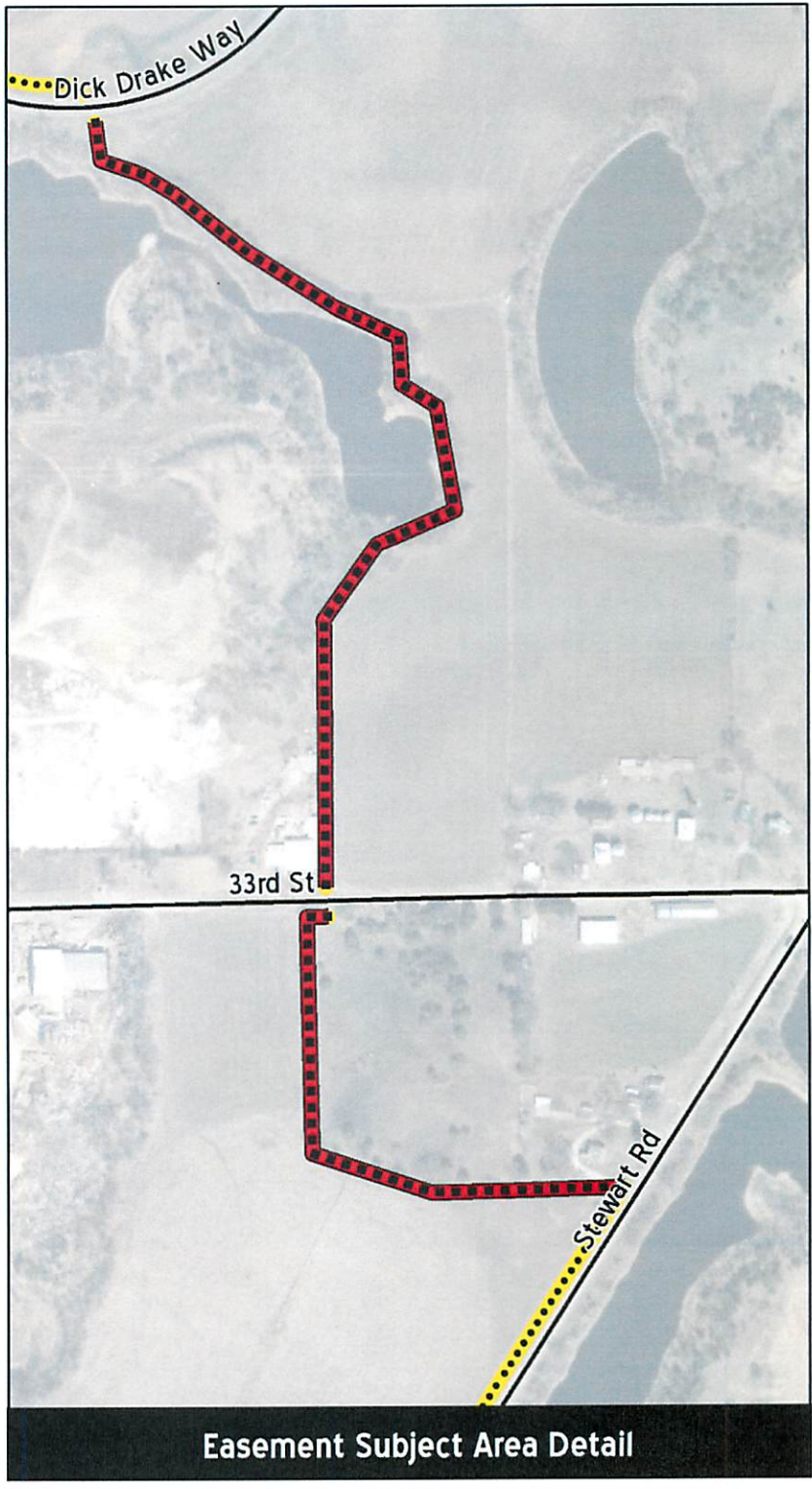
Notary Public in and for the State of Iowa

EXHIBIT A

SEE ATTACHED SURVEY AND LEGAL DESCRIPTION
PREPARED BY MARTIN & WHITACRE SURVEYORS & ENGINEERS, INC.





Musser Park to Wiggins Road Trail



Easement Subject Area Detail

Musser Park to Wiggins Road Trail Easement Agreement

-  Approximate Location of Trail Easement
-  Route of Musser Park to Wiggins Road Trail

Date Source: Muscatine Area Geographic Information Consortium, City of Muscatine & Prepared by: Andrew Fangman, City Planner Date: November 12, 2015



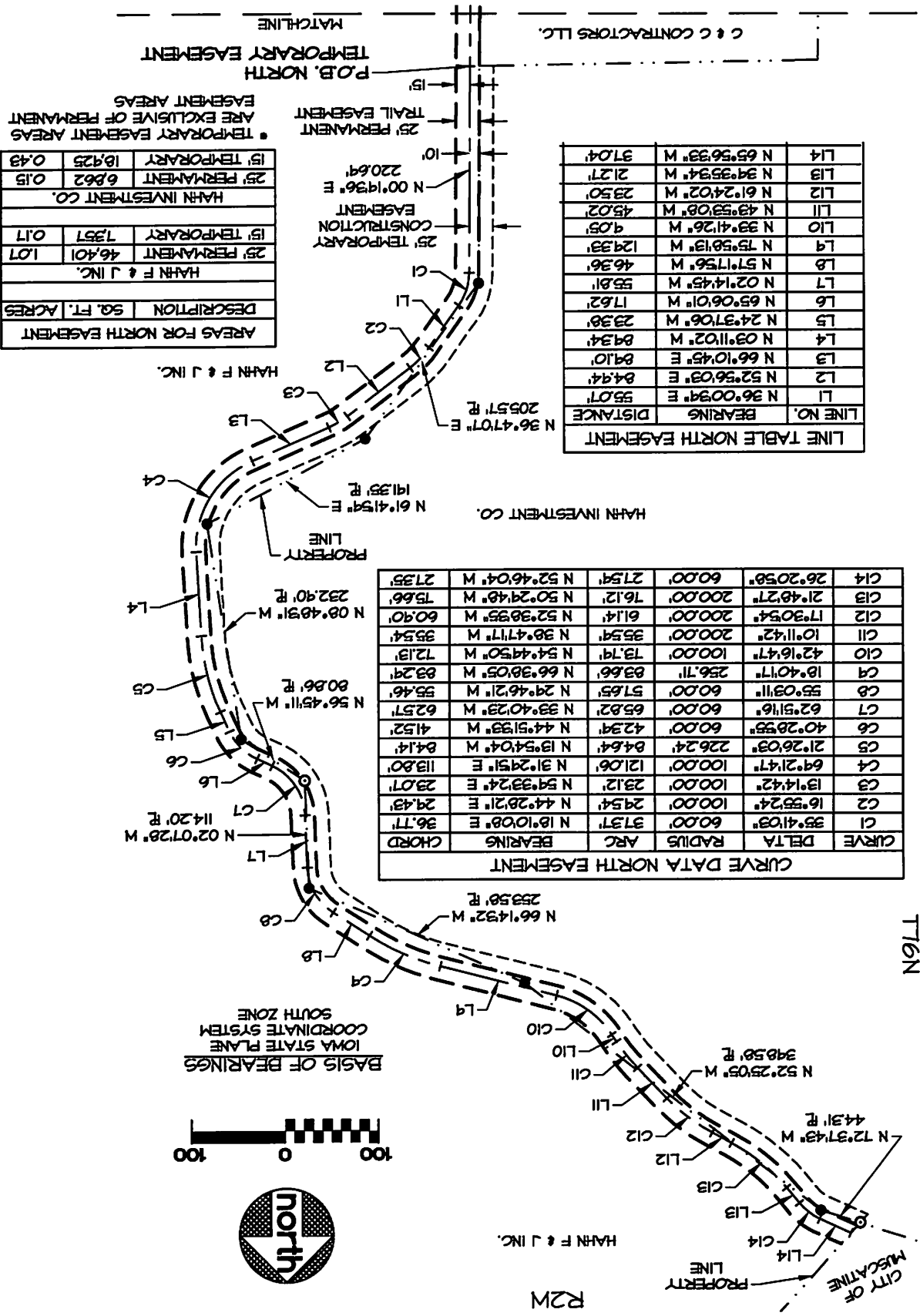
Martin & Whitacre
Surveyors & Engineers, Inc.
 P.O. BOX 419 (563)263-7691
 MUSCATINE, IOWA

CITY OF MUSCATINE
 TRAIL EASEMENT IN
 SECTIONS 15 & 16, T16N, R22M IN THE CITY OF MUSCATINE, IOWA

REV.	0	1-100'	SCALE	BOOK	1-100'	DATE	10/22/15	JOB NO.	1425B
FILE	16-16N-2M	1-100'	SCALE	BOOK	1-100'	DATE	10/22/15	JOB NO.	1425B
7425 PROPERTY DWS		SHEET 2 OF 3							

LEGEND

- FOUND 1/2" REBAR
- FOUND REBAR W/CAP
- FOUND SPIKE
- FOUND CONCRETE MONUMENT



LINE TABLE NORTH EASEMENT

LINE NO.	BEARING	DISTANCE
L1	N 36°00'39" E	55.07'
L2	N 52°56'03" E	84.44'
L3	N 66°10'45" E	84.10'
L4	N 03°11'02" W	84.34'
L5	N 24°37'06" W	23.38'
L6	N 65°06'01" W	17.62'
L7	N 02°14'45" W	55.81'
L8	N 57°17'56" W	46.36'
L9	N 75°58'13" W	124.33'
L10	N 33°41'26" W	9.05'
L11	N 43°53'08" W	45.02'
L12	N 61°24'02" W	23.50'
L13	N 34°35'34" W	21.27'
L14	N 65°56'33" W	37.04'

CURVE DATA NORTH EASEMENT

CURVE	DELTA	RADIUS	ARC	BEARING	CHORD
C1	35°41'03"	60.00'	37.37'	N 18°10'08" E	36.77'
C2	16°55'24"	100.00'	24.54'	N 44°28'21" E	24.43'
C3	13°14'42"	100.00'	23.12'	N 54°33'24" E	23.07'
C4	64°21'47"	100.00'	121.06'	N 31°24'51" E	113.80'
C5	21°26'03"	226.24'	84.64'	N 13°54'04" W	84.14'
C6	40°28'55"	60.00'	42.34'	N 44°51'33" W	41.52'
C7	62°51'16"	60.00'	65.82'	N 33°40'23" W	62.57'
C8	55°03'11"	60.00'	57.65'	N 24°46'21" W	55.46'
C9	18°40'17"	256.71'	83.66'	N 66°38'05" W	83.24'
C10	42°16'47"	100.00'	73.79'	N 54°44'50" W	72.13'
C11	10°11'42"	200.00'	35.54'	N 38°47'17" W	35.54'
C12	17°30'54"	200.00'	61.14'	N 52°38'35" W	60.40'
C13	21°48'27"	200.00'	76.12'	N 50°29'48" W	75.66'
C14	26°20'58"	60.00'	27.54'	N 52°46'04" W	27.35'

AREAS FOR NORTH EASEMENT

DESCRIPTION	SQ. FT.	ACRES
HAHN F & J INC.		
25' PERMANENT	46,401	1.07
15' TEMPORARY	7,351	0.17
HAHN INVESTMENT CO.		
25' PERMANENT	6,862	0.15
15' TEMPORARY	18,925	0.43

TEMPORARY EASEMENT AREAS ARE EXCLUSIVE OF PERMANENT EASEMENT AREAS



BASIS OF BEARINGS
 IOWA STATE PLANE
 COORDINATE SYSTEM
 SOUTH ZONE

R22M

T16N

NORTH PERMANENT EASEMENT DESCRIPTION -

AN EASEMENT LOCATED IN SECTION 16, TOWNSHIP 76 NORTH, RANGE 2 WEST OF THE 5TH P.M., MUSCATINE COUNTY, IOWA. COMMENCING AT THE EAST QUARTER CORNER OF SECTION 16; THENCE SOUTH 89°07'07" WEST 419.21 FEET; THENCE NORTH 00°10'25" EAST 33.01 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF 33RD STREET; THENCE NORTH 89°07'07" EAST 10.00 FEET ALONG SAID RIGHT OF WAY LINE TO THE POINT OF BEGINNING OF A 25 FOOT WIDE EASEMENT, SAID EASEMENT BEING 15 FEET RIGHT AND 10 FEET LEFT OF THE FOLLOWING DESCRIBED LINE: NORTH 00°10'36" EAST 361.61 FEET TO THE BEGINNING OF A 60.00 FOOT RADIUS CURVE CONCAVE EASTERLY WHOSE 36.77 FOOT CHORD BEARS NORTH 19°10'06" EAST; THENCE NORTHERLY ALONG SAID CURVE AN ARC DISTANCE OF 37.37 FEET; THENCE NORTH 30°00'39" EAST 55.07 FEET TO THE BEGINNING OF A 100.00 FOOT RADIUS CURVE CONCAVE SOUTHEASTERLY WHOSE 29.43 FOOT CHORD BEARS NORTH 44°29'21" EAST; THENCE NORTHEASTERLY ALONG SAID CURVE AN ARC DISTANCE OF 29.54 FEET; THENCE NORTH 82°06'03" EAST 84.94 FEET TO THE BEGINNING OF A 100.00 FOOT RADIUS CURVE CONCAVE SOUTHEASTERLY WHOSE 23.07 FOOT CHORD BEARS NORTH 59°23'24" EAST; THENCE NORTHEASTERLY ALONG SAID CURVE AN ARC DISTANCE OF 23.12 FEET; THENCE NORTH 66°10'45" EAST 82.10 FEET TO THE BEGINNING OF A 100.00 FOOT RADIUS CURVE CONCAVE NORTHWESTERLY WHOSE 113.90 FOOT CHORD BEARS NORTH 31°29'01" EAST; THENCE NORTHEASTERLY ALONG SAID CURVE AN ARC DISTANCE OF 121.06 FEET; THENCE NORTH 05°11'02" WEST 89.34 FEET TO THE BEGINNING OF A 226.94 FOOT RADIUS CURVE CONCAVE WESTERLY WHOSE 84.14 FOOT CHORD BEARS NORTH 15°54'04" WEST; THENCE NORTHERLY ALONG SAID CURVE AN ARC DISTANCE OF 84.64 FEET; THENCE NORTH 24°37'05" WEST 23.39 FEET TO THE BEGINNING OF A 60.00 FOOT RADIUS CURVE CONCAVE SOUTHWESTERLY WHOSE 41.52 FOOT CHORD BEARS NORTH 44°01'33" WEST; THENCE NORTHWESTERLY ALONG SAID CURVE AN ARC DISTANCE OF 42.39 FEET; THENCE NORTH 66°06'01" WEST 17.62 FEET TO THE BEGINNING OF A 60.00 FOOT RADIUS CURVE CONCAVE NORTHWESTERLY WHOSE 32.57 FOOT CHORD BEARS NORTH 33°40'25" WEST; THENCE NORTHWESTERLY ALONG SAID CURVE AN ARC DISTANCE OF 65.82 FEET; THENCE NORTH 02°14'45" WEST 55.21 FEET TO THE BEGINNING OF A 60.00 FOOT RADIUS CURVE CONCAVE SOUTHWESTERLY WHOSE 55.46 FOOT CHORD BEARS NORTH 29°46'21" WEST; THENCE NORTHWESTERLY ALONG SAID CURVE AN ARC DISTANCE OF 57.65 FEET; THENCE NORTH 57°17'56" WEST 43.36 FEET TO THE BEGINNING OF A 258.71 FOOT RADIUS CURVE CONCAVE SOUTHWESTERLY WHOSE 33.99 FOOT CHORD BEARS NORTH 66°38'05" WEST; THENCE NORTHWESTERLY ALONG SAID CURVE AN ARC DISTANCE OF 63.86 FEET; THENCE NORTH 70°05'15" WEST 129.33 FEET TO THE BEGINNING OF A 100.00 FOOT RADIUS CURVE CONCAVE NORTHWESTERLY WHOSE 72.13 FOOT CHORD BEARS NORTH 54°49'50" WEST; THENCE NORTHWESTERLY ALONG SAID CURVE AN ARC DISTANCE OF 73.79 FEET; THENCE NORTH 33°41'25" WEST 9.05 FEET TO THE BEGINNING OF A 200.00 FOOT RADIUS CURVE CONCAVE SOUTHWESTERLY WHOSE 35.54 FOOT CHORD BEARS NORTH 38°47'17" WEST; THENCE NORTHWESTERLY ALONG SAID CURVE AN ARC DISTANCE OF 35.59 FEET; THENCE NORTH 45°05'06" WEST 45.02 FEET TO THE BEGINNING OF A 200.00 FOOT RADIUS CURVE CONCAVE SOUTHWESTERLY WHOSE 60.90 FOOT CHORD BEARS NORTH 52°38'35" WEST; THENCE NORTHWESTERLY ALONG SAID CURVE AN ARC DISTANCE OF 61.14 FEET; THENCE NORTH 01°24'02" WEST 23.50 FEET TO THE BEGINNING OF A 200.00 FOOT RADIUS CURVE CONCAVE NORTHWESTERLY WHOSE 70.56 FOOT CHORD BEARS NORTH 50°29'45" WEST; THENCE NORTHWESTERLY ALONG SAID CURVE AN ARC DISTANCE OF 70.15 FEET; THENCE NORTH 39°36'34" WEST 21.27 FEET TO THE BEGINNING OF A 60.00 FOOT RADIUS CURVE CONCAVE SOUTHWESTERLY WHOSE 37.35 FOOT CHORD BEARS NORTH 52°46'04" WEST; THENCE NORTHWESTERLY ALONG SAID CURVE AN ARC DISTANCE OF 37.59 FEET; THENCE NORTH 06°04'33" WEST 37.04 FEET TO THE SOUTHEASTERLY LINE OF PROPERTY OWNED BY THE CITY OF MUSCATINE AND THE POINT OF BEGINNING OF SAID 25 FOOT WIDE EASEMENT.

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PREPARED BY: MATTHEW W. KRAUSE, MARTIN & WHITACRE SURVEYORS & ENGINEERS, INC., P.O. BOX 413, MUSCATINE, IOWA 52761 / PHONE: 563-263-7641

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

CITY OF MUSCATINE TRAIL EASEMENT IN SECTIONS 15 & 16, T16N, R2W IN THE CITY OF MUSCATINE, IOWA

FILE	BOOK	SCALE	DRN	CHK'D	DATE	JOB NO.
16-76N-24	87425	1"=100'	JRM	MWK	10/22/15	7425.15
REV.	0					

7425 PROPERTY.DWG SHEET 3 OF 9

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
From: Andrew Fangman, City Planner
Date: February 4, 2016
Re: Resolution Accepting an Easement Needed for the Musser Park to Wiggins Road Trail Project

INTRODUCTION: the City is undertaking a project to connect Musser Park to Wiggins Road using a system of trails and Muscatine County roadways, including a new 4.5 mile continuous section of new trail between Kent Stein Park and the south end of Deep Lakes Park.

BACKGROUND: Approval of the attached easement agreement, which covers the route of the trail between 33rd Street and 41st Street, will complete the process of acquiring all the necessary property and easements needed to construct this project. Approval of this easement will allow for construction of this project to proceed in the spring of 2016.

With the aim of improving community quality of life, two land owners, Hahn Investment Company and F. & J. Hahn, Inc, have generously offered to donate an easement for the Musser Park to Wiggins Road Trail to the City of Muscatine, subject to the terms of the attached easement agreement.

RECOMMENDATION/RATIONALE: Staff recommends approval of this resolution accepting an easement needed for the Musser Park to Wiggins Road Trail Project .

BACKUP INFORMATION:

1. Trail Easement Agreement
2. Resolution Accepting Trail Easement Agreement
3. Plat of Survey