

RESOLUTION 1334

RESOLUTION APPROVING THOSE CERTAIN AGREEMENTS IN CONNECTION WITH THE PUBLIC IMPROVEMENTS FOR S. DOWNEY ST & TIDEWATER DR

WHEREAS, Casey's General Stores has heretofore submitted a proposed Site Plan to construct a gas and convenience store at 615 S. Downey Street in the City of West Branch, Iowa; and

WHEREAS, the City of West Branch Planning and Zoning Commission has reviewed the proposed Site Plan and recommended its approval to the West Branch City Council; and

WHEREAS, the Project requires public improvements for S. Downey Street and Tidewater Drive (the "Project"); and

WHEREAS, Casey's Marketing Company has agreed to cause these improvements to be constructed; and

WHEREAS, the City of West Branch has agreed to repay Casey's Marketing Company for the City's share of these costs through tax increment financing rebates; and

WHEREAS, the West Branch City Attorney drafted a development agreement with Casey's Marketing Company for the consideration of the West Branch City Council; and

WHEREAS, Casey's Marketing Company has reviewed and is in agreement with the development agreement; and

WHEREAS, the City Council of the City of West Branch approved said development agreement on May 18, 2015; and

WHEREAS, the City Council of the City of West Branch also approved a site plan for a Casey's General Store on May 18, 2015; and

WHEREAS, Zoning Administrator Paul Stagg approved a building permit to Casey's Marketing Company to construct the new Casey's General Store and the Project; and

WHEREAS, the City Council of the City of West Branch approved Resolution 1167 on December 16, 2013 approving an agreement between Sacaba, LLC, Clean Energy, Inc. and the City of West Branch, Iowa which outlined the obligations of each party as in pertains to the construction of the Project; and

WHEREAS, a portion of the Project now requires acquisitions of private property for public right-of-way and a variety of easements from Shree Jalaram Hospitality, Inc., Cole KG West Branch, IA LLC, Lawrence E and Amy Kessler Lynch, Haub Properties LLC, Clifford A. and Shelly E. Pool, and Duane L. and Jennifer L. Hollingsworth, (the "Owners"); and

WHEREAS, the City Attorney has prepared agreements and warranty deeds and the City Engineer has prepared easements and acquisition plats; and

WHEREAS, Shree Jalaram Hospitality, Inc. has signed a partial acquisition agreement and a perpetual roadway, sidewalk and public utility easement and temporary construction easement agreement; and

WHEREAS, Cole KG West Branch, IA, LLC has reviewed a partial acquisition agreement and a perpetual roadway, sidewalk and public utility easement and temporary construction easement agreement and is expected to sign said agreements; and

WHEREAS, Lawrence E. and Amy Kessler Lynch have signed a perpetual storm sewer easement and warranty deed for public right-of-way; and

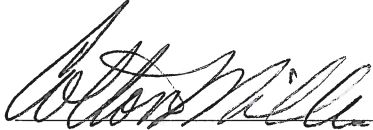
WHEREAS, Haub Properties LLC has signed a warranty deed for public right-of-way; and

WHEREAS, Clifford A. and Shelly E. Pool have signed a warranty deed and Duane L. and Jennifer L. Hollingsworth are expected to sign a warranty deed for public right-of-way; and

WHEREAS, these easement agreements now require the approval and these warranty deeds now require the acceptance of the West Branch City Council.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of West Branch, Cedar County, Iowa, that the aforementioned warranty deeds are accepted and the aforementioned agreements with the Owners necessary to complete the project be and the same are hereby approved. Further, the Mayor Pro Tem and City Clerk are directed to execute said agreements on behalf of the City.

Passed and approved this 3rd day of August, 2015.


Colton Miller, Mayor Pro Tem

ATTEST:


Matt Muckler, City Administrator/Clerk



Book 1279 Page 52-55

Document 2015 2421 Pages 4

Date 8/14/2015 Time 9:22:29AM

Rec Amt \$22.00 Aud Amt \$5.00

MELISSA HELMOLD, RECORDER
CEDAR COUNTY IOWA

chg.

WARRANTY DEED

THE IOWA STATE BAR ASSOCIATION

Official Form No. 335

Recorder's Cover Sheet

Preparer Information: (name, address and phone number)

Kevin D. Olson, 1400 5th Street, Coralville, IA 52241, Phone: (319) 351-2277

Taxpayer Information: (name and complete address)

City of West Branch

110 N. Poplar

West Branch, Iowa 52358

Return Document To: (name and complete address)

City of West Branch

~~110 N. Poplar~~ **PO BOX 218**

West Branch, Iowa 52358

Grantors:

Duane Hollingsworth

Clifford Pool

Grantees:

City of West Branch, Iowa, a municipal corporation

Legal Description: See Page 2

Document or instrument number of previously recorded documents:

BOOK 1279 PAGE 52

Warranty Deed

For the consideration of Ten Dollar(s) and other valuable consideration, Clifford A. Pool and Shelly E. Pool, husband and wife and Duane L. Hollingsworth and Jennifer L. Hollingsworth, husband and wife, do hereby Convey to City of West Branch, Iowa, a municipal corporation the following described real estate in CEDAR County, Iowa:

That part of Lot 6, Lacina Subdivision, West Branch, Iowa, according to that certain Acquisition Plat thereof recorded in Plat Book J at page 128, Records of the Cedar County Recorder.

The consideration is less than \$500.00, so the Grantor is exempt from the filing of a declaration of value or groundwater hazard statement.

The grantor 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.

Words and phrases herein, including acknowledgment hereof, shall be construed as in the singular or plural number, according to the context.

Dated: 07/29/15

Duane L. Hollingsworth
Duane L. Hollingsworth

Jennifer L. Hollingsworth
Jennifer L. Hollingsworth
Jenny

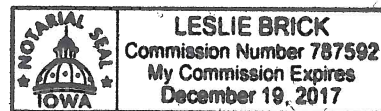
STATE OF IOWA, COUNTY OF CEDAR, ss:

This instrument was acknowledged before me on July 29,
2015, by Duane L. Hollingsworth and Jennifer L. Hollingsworth, as husband and wife.

Leslie Brick
Notary Public

Clifford A. Pool
Clifford A. Pool

Shelly E. Pool
Shelly E. Pool



STATE OF IOWA, COUNTY OF CEDAR, ss:

This instrument was acknowledged before me on 07/22/15,
2015, by Clifford A. Pool and Shelly E. Pool, as husband and wife.

Matthew S. Muckler
Notary Public



ACQUISITION PLAT

FOR PUBLIC RIGHT-OF-WAY
CITY OF WEST BRANCH, CEDAR COUNTY, IOWA

PREPARED BY: LYLE E. YENGLIN - VEENSTRA & KIMM, INC. - 860 22nd AVENUE, SUITE 4 - CORAVALLE, IOWA 52241-1555 - (319) 466-1000

Legal Description
Acquisition of public right-of-way located in Lot 6, Lachna Subdivision, an Official Plat, now included and forming a part of the City of West Branch, Cedar County, Iowa as recorded in Book 54, Page 114-130, of the Cedar County Records, being more particularly described as:
Beginning at the Southwest corner of said Lot 6; thence N01°33'52"W, 190.00 feet along the West line of said Lot 6 to the Northwest corner of said Lot 6; thence N88°26'08"E, 19.99 feet along the North line of said Lot 6; thence S01°33'52"E, 161.24 feet; thence N88°58'02"E, 27.03 feet; thence N53°45'05"E, 105.68 feet to the East line of said Lot 6; thence S01°33'52"E, 12.18 feet along the East line of said Lot 6 to the Southeast corner of said Lot 6; thence S53°38'48"W, 134.41 feet along the Southern line of said Lot 6; thence S88°58'02"W, 23.53 feet along the Southern line of said Lot 6 to the Point of Beginning. Containing 3,455.90 Square Feet, 0.13 Acres, more or less.

- LEGEND**
- ▲ FOUND SECTION CORNER AS NOTED
 - FOUND PROPERTY CORNER AS NOTED
 - SET 1/2" REBAR WITH PLASTIC RECAP #21644 UNLESS OTHERWISE NOTED
 - () RECORD DISTANCE OR BEARING
 - SURVEY BOUNDARY
 - ROW LINE
 - PROPERTY LINE
 - SECTION LINE
 - EASEMENT LINE
 - ROAD CENTERLINE

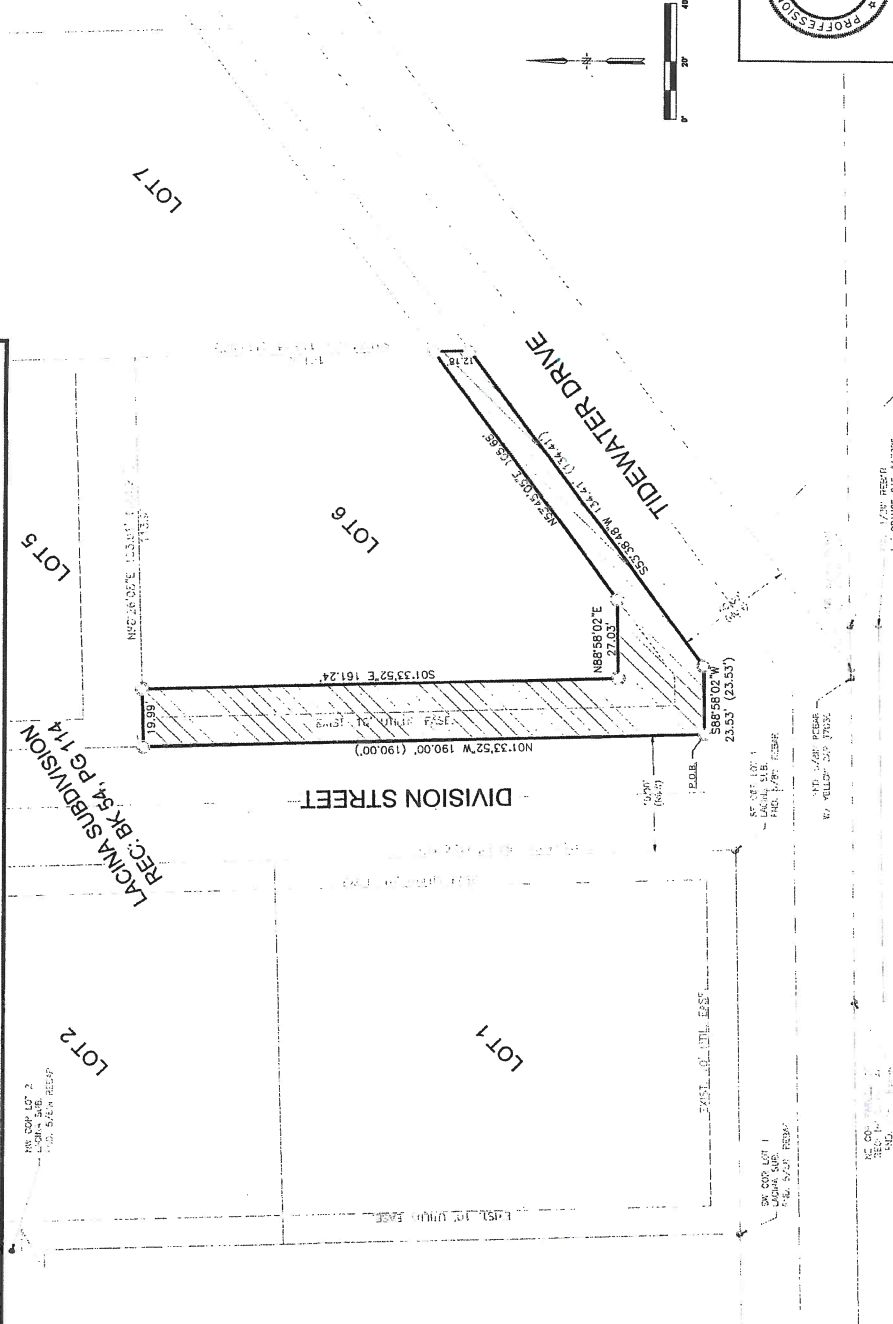
DATE SURVEYED 3-17-2015

PROPRIETOR: CLIFFORD POOL & DUANE L HOLLINGSWORTH
SURVEY PREPARED FOR: CITY OF WEST BRANCH, 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.
Lyle E. Yinglin Date 3/17/2015
License Number 21644
My license renewal date is December 31, 2016
Pages or sheets covered by this seal: ALL

**Exhibit for Property Acquisition
for R.O.W. and Road Reconstruction**
DWG. NO. AP-03
PROJECT 38114







REVISIONS		VERIFY SCALE		Tidewater Intersection Improvements City of West Branch, Iowa	
DATE	BY	DATE	BY	VEENSTRA & KIMM, INC.	860 22nd Avenue 319-466-1000 • 319-466-1009 FAX • 888-241-8001 (NATS)
4-4-2015	LEV	DATE	BY		
	APPROVED		APPROVED		
	DATE		DATE		
	REVISIONS		REVISIONS		

PREPARED BY: LYLE E. YENGLIN - VEENSTRA & KIMM INC. - 860 22nd AVENUE, SUITE 4 - CORALVILLE, IOWA 52241-1565 - (319) 466-1000

FOR PUBLIC RIGHT-OF-WAY
CITY OF WEST BRANCH, CEDAR COUNTY, IOWA

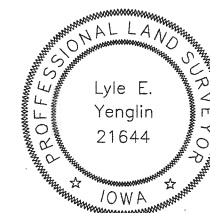
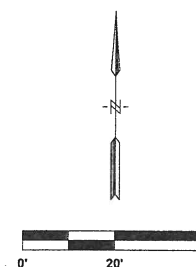
Acquisition of public right-of-way located in Lot 6, Lacina Subdivision, an Official Plat, now included and forming a part of the City of West Branch, Cedar County, Iowa as recorded in Book 54, Page 114-130, of the Cedar County Records, being more particularly described as;

Beginning at the Southwest corner of said Lot 6; thence N01°33'52"W, 190.00 feet along the West line of said Lot 6 to the Northwest corner of said Lot 6; thence N88°26'08"E, 19.99 feet along the North Line of said Lot 6; thence S01°33'52"E, 161.24 feet; thence N88°58'02"E, 27.03 feet; thence N53°45'05"E, 105.68 feet to the East line of said Lot 6; thence S01°33'52"E, 12.18 feet along the East line of said Lot 6 to the Southeast corner of said Lot 6; thence S53°38'48"W, 134.41 feet along the Southerly line of said Lot 6; thence S88°58'02"W, 23.53 feet along the Southerly line of said Lot 6 to the Point of Beginning. Containing 5,455.90 Square Feet, 0.13 Acres, more or less.

- | | | | |
|---|--|---|-----------------|
|  | FOUND SECTION CORNER
AS NOTED | | SURVEY BOUNDARY |
|  | FOUND PROPERTY CORNER
AS NOTED | | ROW LINE |
|  | SET 1/2" REBAR WITH
PLASTIC RED CAP #21644,
UNLESS OTHERWISE NOTED | | PROPERTY LINE |
| | | | SECTION LINE |
| () | RECORD DISTANCE OR
BEARING | | EASEMENT LINE |
| | |  | ROAD CENTERLINE |

DATE SURVEYED 3-17-2015

PROPRIETOR: CLIFFORD POOL & DUANE L HOLLINGSWORTH
SURVEY PREPARED FOR: CITY OF WEST BRANCH, 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.

Lyle E. Yenglin
 License Number 21644
 My license renewal date is December 31, 2016
 Pages or sheets covered by this seal: ALL

DATE	REVISIONS	SCALE	AS NOTED	VERIFY SCALE
5-6-2015	LEY Review	DRAWN	BCI	BAR IS ONE INCH ON ORIGINAL DRAWING. 0 [REDACTED] IF NOT ONE INCH ON THIS SHEET, ADJUST SCALES ACCORDINGLY.
		CHECKED	ALG	
		APPROVED	DRS	
		DATE	3-24-2015	
		ISSUED FOR		

**VEENSTRA & KIMM, INC.**

Tidewater Intersection Improvements
City of West Branch, Iowa

860 22nd Avenue • Suite 4 • Coralville, Iowa 52241-1565
319-466-1000 • 319-466-1008(FAX) • 888-241-8001(WATS)

Exhibit for Property Acquisition
for R.O.W. and Road Reconstruction

DWG. NO.

AP-03

PROJECT	368114
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BOOK J PAGE 128



Book 1279 Page 56-59

Document 2015 2423 Pages 4

Date 8/14/2015 Time 9:33:44AM

Rec Amt \$22.00

MELISSA HELMOLD, RECORDER
CEDAR COUNTY IOWA

Chg

Prepared by and return to: Kevin D. Olson, City Attorney, 1400 5th Street, Coralville, IA 52241, (319) 351-2277.

Return to: City of West Branch, PO Box 218, West Branch, IA 52358
PERPETUAL STORM SEWER EASEMENT

THIS AGREEMENT, made and entered into by and between **Lawrence E. Lynch and Amy Kessler Lynch**, husband and wife, hereinafter referred to as "GRANTORS," and the **City of West Branch, Iowa**, a municipal corporation, 110 N. Poplar Street, West Branch, Iowa 52358, hereinafter referred to as "CITY."

FOR THE PARTIES' JOINT AND MUTUAL CONSIDERATION IT IS HEREBY AGREED AS FOLLOWS:


1. THAT UNDERSIGNED GRANTORS state that GRANTORS are the lawful possessors of certain real estate described in Exhibit "A" attached to this Agreement and by this reference made a part hereof; and that said possession is not subject to any other third-party possessory or proprietary interests.
2. That GRANTORS hereby grant and convey to the CITY an exclusive perpetual easement for the purposes of constructing, operating, maintaining, repairing, using and reconstructing storm sewer improvements (the "Utility Installation") in the easement area described in Exhibit "A."
3. That GRANTORS hereby covenant that GRANTORS are lawfully seized, possessed, and are the owners of the real estate described above, and that GRANTORS have a good and lawful right to convey this easement.
4. That CITY shall have the right to make excavations and to grade as it may find reasonably necessary for the construction, operation, repair, maintenance and reconstruction of the Utility Installation in the easement area.
5. That CITY shall have the right to trim and remove all trees and bushes which may interfere with the exercise of the CITY'S rights pursuant to this easement; however, if valuable timber is to be removed, it may be timely claimed as the property of the GRANTORS and promptly removed.

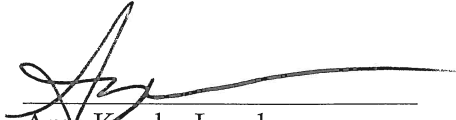
6. That CITY shall have the right of ingress and egress to and from the easement area by such route as shall occasion the least practical damage and inconvenience to the GRANTORS.
7. That GRANTORS reserve the right to use the above-described real estate for purposes which shall not interfere with the CITY'S or public's full enjoyment of the rights granted in this easement; provided, however, that the GRANTORS shall not erect or construct any building or other structure, or drill or operate any well, or construct any reservoir or other obstructions within the easement, nor shall GRANTORS allow or cause any substantial fill or cut over said easement without the consent of CITY, which consent shall not be unreasonably withheld.
8. That CITY agrees to promptly repair any damages within the areas subject to the easement, with the intent being to restore the surface of said areas to as close to original condition as is reasonably practicable.
9. That CITY shall indemnify GRANTOR against any loss or damage which may occur in the exercise of the easement rights by the CITY, except for loss which may be occasioned by a diminution in business or personal use during the temporary use of the area for construction, repairs, maintenance and/or reconstruction in the easement area.
10. That GRANTORS represent and warrant that, to the best of their knowledge, there is no well, solid waste disposal site, underground storage tanks, nor any substance, material, waste, gas or particulate matter, nor any other similar hazardous conditions adversely affecting the environment in on or under the area of the easement described and sought herein.
11. That GRANTORS acknowledge that possession of that certain real property described in Exhibit "A" hereto is the essence of this Agreement and that, accordingly, GRANTORS do hereby grant the CITY immediate possession of said real property.
12. That CITY will be responsible for any necessary abstracting and recording fees involving the preparation and recording of the perpetual easement granted herein, and, additionally, the CITY will replace any property pins displaced as a result of construction of the Utility Installation.
13. That provisions hereof shall inure to the benefit of and bind the successors and assigns of the respective parties hereto, and all covenants shall apply to and run with the land. This Agreement shall be recorded at the time of its execution with the understanding that CITY has complete and absolute sole ownership, use and control of the Utility Installation to be located in the perpetual easement area.
16. That this written Perpetual Storm Sewer Easement Agreement constitutes the entire agreement between GRANTORS and CITY and there is no agreement to do or not to do

any act or deed except as specifically provided herein.

Dated this 20th day of May, 2015.

GRANTORS:


Lawrence E. Lynch


Amy Kessler Lynch

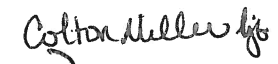

CITY OF WEST BRANCH:


~~Mark Worrell~~, Mayor PRO TEM COLTON MILLER

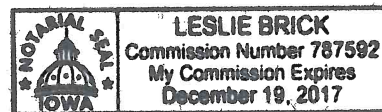
ATTEST:


Matt Muckler, City Administrator/Clerk

STATE OF IOWA, CEDAR COUNTY, ss:

On this 7th day of August, 2015, before me, Colton Miller , the undersigned, a Notary Public in and for the State of Iowa, personally appeared ~~Mark Worrell~~ and Matt Muckler, to me personally known, who, being by me duly sworn, did say that they are the Mayor and City Clerk, respectively, of the City of West Branch, Iowa; a municipal corporation; that the seal affixed to the foregoing instrument is the corporate seal of the corporation, and that the instrument was signed and sealed on behalf of the corporation, by authority of its City Council, as passed by Resolution of the City Council; and ~~Mark Worrell~~ and Matt Muckler acknowledged the execution of the instrument to be their voluntary act and deed and the voluntary act and deed of the corporation, by it voluntarily executed. Colton Miller 

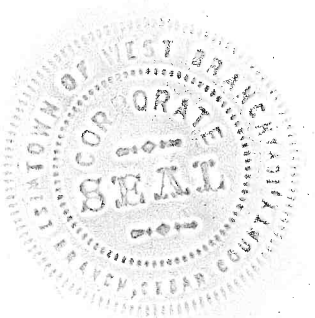
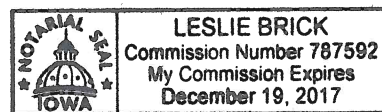
Leslie Brick
A Notary Public in and for the



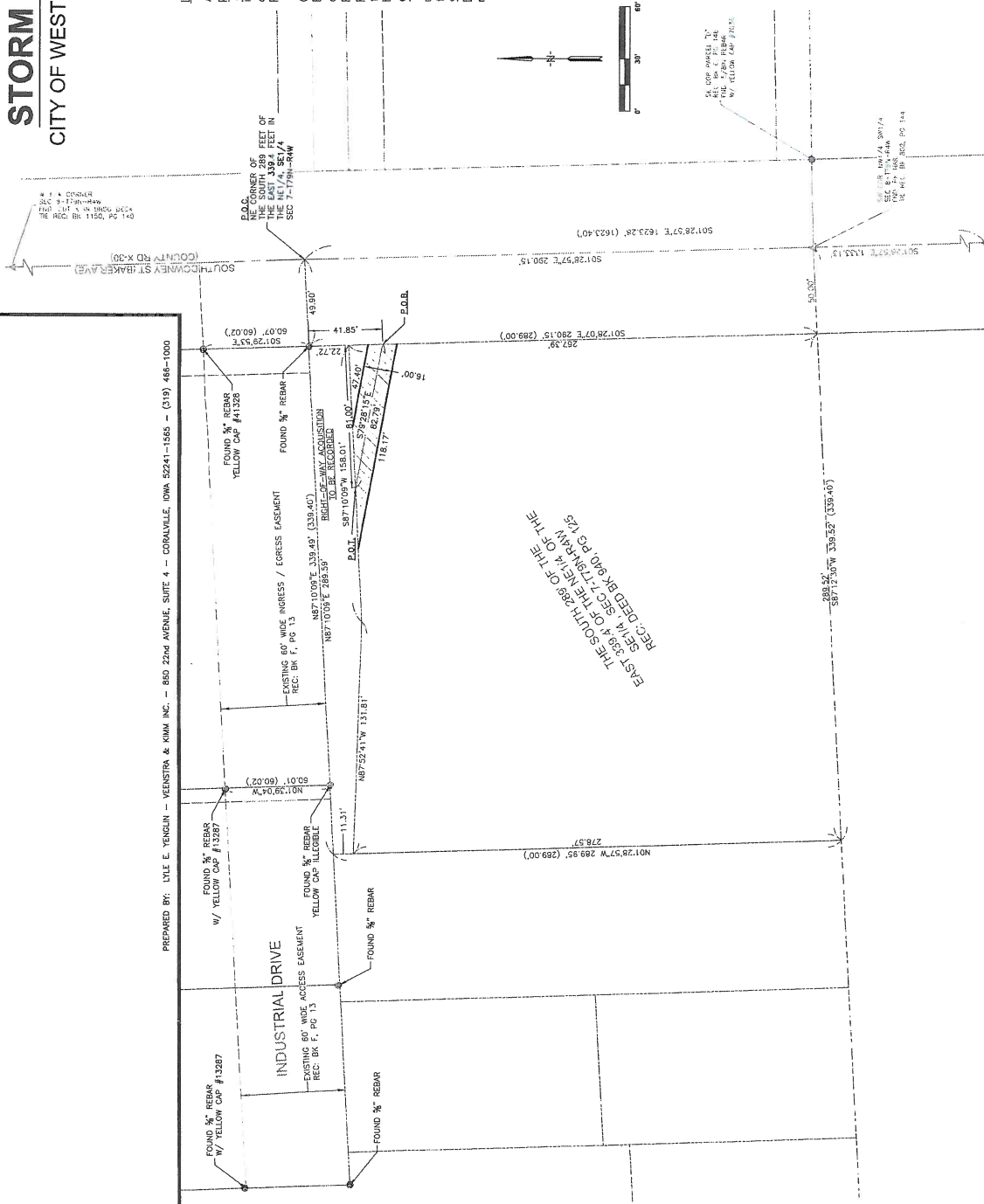
STATE OF IOWA, CEDAR COUNTY, ss:

This instrument was acknowledged on this 20th day of May, 2015 by Lawrence E. Lynch and Amy Kessler Lynch, husband and wife.

Leslie Brick
Notary Public



STORM SEWER EASEMENT CITY OF WEST BRANCH, CEDAR COUNTY, IOWA



Legal Description

A 16 foot wide perpetual storm sewer easement located in that part of the Northeast Quarter of the Southeast Quarter of Section 7, Township 79 North, Range 4 West of the 5th Principal Meridian, in the City of West Branch, Cedar County, Iowa as conveyed to the owner(s) in Deed Book 940, Page 125-126, of the Cedar County Records, centerline being more particularly described as;

Commencing at the Northeast corner of the South 289 feet of the East 339.4 feet of the Northeast Quarter of the Southeast Quarter of said Section 7 as conveyed to the owner(s) in Deed Book 940, Page 125-126; thence S87°10'09"W, 49.90 feet to the West Right-of-Way of County Road X-30; thence S01°28'57"E, 41.85 feet along said West Right-of-Way to the Point of Beginning, also being the centerline of the 16 foot wide perpetual storm sewer easement; thence N79°28'15"W, 82.79 feet to the Point of an un-recorded Acquisition Plat for Right-of-Way in the South 289 feet of the East 339.4 feet of the Northeast Quarter of the Southeast Quarter of said Section 7 as conveyed to the owner(s) in Deed Book 940, Page 125-126. Containing 1,325 Square Feet, more or less.

LEGEND	FOUND SECTION CORNER AS NOTED	SURVEY BOUNDARY
△	FOUND PROPERTY CORNER AS NOTED	ROW LINE
○	SET 1/2" REBAR WITH PLASTIC RED CAP #21844, UNLESS OTHERWISE NOTED	PROPERTY LINE
()	RECORD DISTANCE OR BEARING	SECTION LINE
—	PERPETUAL STORM SEWER EASEMENT	EASEMENT LINE
		ROAD CENTERLINE

PROPRIETOR: LAWRENCE E. LYNCH & AMY KESSLER LYNCH
PREPARED FOR: CITY OF WEST BRANCH, IOWA

DATE	REVISIONS	SCALE	AS NOTED	VERIFY SCALE	VEENSTRA & KIMM, INC.	Tidewater Intersection Improvements City of West Branch, Iowa	Perpetual Storm Sewer Easement City of West Branch, Iowa	DWG. NO.
4-4-2015	LET Review	SCALE: AS SHOWN ON PLANS IF NOT ONE INCH ON PLANS, SCALE ACCORDINGLY.	SCALE: AS SHOWN ON PLANS IF NOT ONE INCH ON PLANS, SCALE ACCORDINGLY.	SCALE: AS SHOWN ON PLANS IF NOT ONE INCH ON PLANS, SCALE ACCORDINGLY.	VEENSTRA & KIMM, INC.	Tidewater Intersection Improvements City of West Branch, Iowa	Perpetual Storm Sewer Easement City of West Branch, Iowa	PE-03
								38514



Book J Page 129

Document 2015 2422 Pages 1
Date 8/14/2015 Time 9:28:28AM
Rec Amt \$7.00

MELISSA HELMOLD, RECORDER
CEDAR COUNTY IOWA

PREPARED BY: LYLE E. YENGLIN - VEENSTRA & KIMM INC. - 860 22nd AVENUE, SUITE 4 - CORALVILLE, IOWA 52241-1565 - (319) 466-1000

STORM SEWER EASEMENT

CITY OF WEST BRANCH, CEDAR COUNTY, IOWA

Legal Description

A 16 foot wide perpetual storm sewer easement located in that part of the Northeast Quarter of the Southeast Quarter of Section 7, Township 79 North, Range 4 West of the 5th Principal Meridian, in the City of West Branch, Cedar County, Iowa as conveyed to the owner(s) in Deed Book 940, Page 125-126, of the Cedar County Records, centerline being more particularly described as;

Commencing at the Northeast corner of the South 289 feet of the East 339.4 feet of the Northeast Quarter of the Southeast Quarter of said Section 7 as conveyed to the owner(s) in Deed Book 940, Page 125-126; thence S87°10'09"W, 49.90 feet to the West Right-of-Way of County Road X-30; thence S01°28'57"E, 41.85 feet along said West Right-of-Way to the Point of Beginning, also being the centerline of the 16 foot wide perpetual storm sewer easement; thence N79°28'15"W, 82.79 feet to the Point of Termination, also being a point on the South Line of an un-recorded Acquisition Plat for Right-of-Way in the South 289 feet of the East 339.4 feet of the Northeast Quarter of the Southeast Quarter of said Section 7 as conveyed to the owner(s) in Deed Book 940, Page 125-126. Containing 1,325 Square Feet, more or less.

LEGEND

- FOUND SECTION CORNER AS NOTED
- FOUND PROPERTY CORNER AS NOTED
- SET 1/2" REBAR WITH PLASTIC RED CAP #21644, UNLESS OTHERWISE NOTED
- RECORD DISTANCE OR BEARING
- PERPETUAL STORM SEWER EASEMENT
- SURVEY BOUNDARY
- ROW LINE
- PROPERTY LINE
- SECTION LINE
- EASEMENT LINE
- ROAD CENTERLINE

PROPRIETOR: LAWRENCE E. LYNCH & AMY KESSLER LYNCH
PREPARED FOR: CITY OF WEST BRANCH, IOWA



DATE	REVISIONS	SCALE	AS NOTED	VERIFY SCALE	<div>VEENSTRA & KIMM, INC.</div> <div>860 22nd Avenue • Suite 4 • Coralville, Iowa 52241-1565 319-466-1000 • 319-466-1008(FAX) • 888-241-8001(WATS)</div>	<div>Tidewater Intersection Improvements</div> <div>City of West Branch, Iowa</div>	<div>Perpetual Storm Sewer Easement</div> <div>City of West Branch, Iowa</div>	DWG. NO.
5-6-2015	LEY Review	DRAWN	BCT	BAR IS ONE INCH ON ORIGINAL DRAWING.				PE-03
		CHECKED	ALG	0 1"				
		APPROVED	DRS	IF NOT ONE INCH ON THIS SHEET, ADJUST SCALES ACCORDINGLY.				
		DATE	5-1-2015					
		ISSUED FOR						PROJECT 368114

BOOK J PAGE 129



Book 1279 Page 60-62

Document 2015 2425 Pages 3

Date 8/14/2015 Time 10:09:24AM

Rec Amt \$17.00 Aud Amt \$5.00

MELISSA HELMOLD, RECORDER
CEDAR COUNTY IOWA

chg.

WARRANTY DEED

THE IOWA STATE BAR ASSOCIATION

Official Form No. 335

Recorder's Cover Sheet

Preparer Information: (name, address and phone number)

Kevin D. Olson, 1400 5th Street, Coralville, IA 52241, Phone: (319) 351-2277

Taxpayer Information: (name and complete address)

City of West Branch

110 N. Poplar

West Branch, Iowa 52358

Return Document To: (name and complete address)

City of West Branch

~~110 N. Poplar~~ **PO BOX 218**

West Branch, Iowa 52358

Grantors:

Lawrence E. Lynch and Amy Kessler Lynch

Grantees:

City of West Branch, Iowa, a municipal corporation

Legal Description: See Page 2

Document or instrument number of previously recorded documents:

BOOK 1279 PAGE 60

Warranty Deed

For the consideration of Ten Dollar(s) and other valuable consideration, Lawrence E. Lynch and Amy Kessler Lynch, husband and wife, hereinafter referred to as "GRANTORS," does hereby Convey to City of West Branch, Iowa, a municipal corporation the following described real estate in CEDAR County, Iowa:

That part of the NE1/4 SE ¼ of Section 7, Township 79 North, Range 4 West of the 5th P.M., in the City of West Branch, Cedar County, Iowa, as conveyed to the owner in Deed Book 940, Page 125-126 of the Cedar County Records, according to that certain Acquisition Plat thereof recorded in Plat Book J at page 130, Records of the Cedar County Recorder.

The consideration is less than \$500.00, so the Grantors are exempt from the filing of a declaration of value or groundwater hazard statement.


The Grantors hereby covenant with grantees, and successors in interest, that they 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 it covenants to Warrant and Defend the real estate against the lawful claims of all persons, except as may be above stated.

Words and phrases herein, including acknowledgment hereof, shall be construed as in the singular or plural number, according to the context.

Dated: May 20, 2015



Lawrence E. Lynch



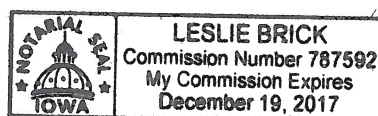
Amy Kessler Lynch

STATE OF IOWA, COUNTY OF CEDAR, ss:

This instrument was acknowledged before me on May 20, 2015, 2015, by Lawrence E. Lynch and Amy Kessler Lynch, husband and wife.



Notary Public

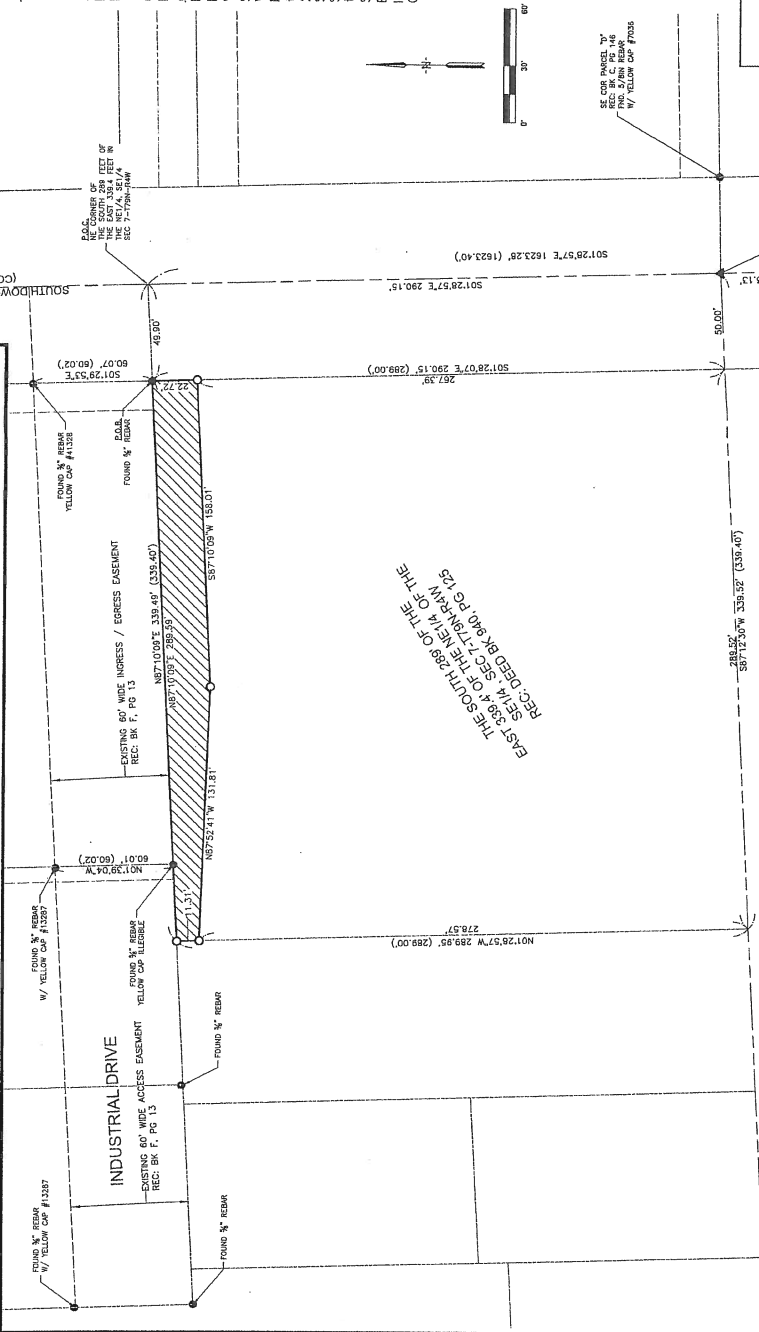


BOOK 1279 PAGE 61

ACQUISITION PLAT

FOR PUBLIC RIGHT-OF-WAY
CITY OF WEST BRANCH, CEDAR COUNTY, IOWA

PREPARED BY: LYLE E. YENGLIN - VEENSTRA & KIMM, INC. - 860 22nd AVENUE, SUITE 4 - CORAVALLE, IOWA 52241-1565 - (319) 488-1000



Legal Description

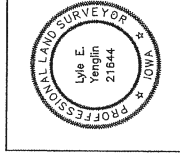
Acquisition of public right-of-way located in that part of the Northeast Quarter of the Southeast Quarter of Section 7, Township 79 North, Range 4 West of the 5th Principal Meridian, in the City of West Branch, Cedar County, Iowa as conveyed to the owner(s) in Deed Book 940, Page 125-126, of the Cedar County Records, being more particularly described as;

Commencing at the Northeast corner of the South 289 feet of the East 339.4 feet of the Northeast Quarter of the Southeast Quarter of said Section 7 as conveyed to the owner(s) in Deed Book 940, Page 125-126; thence S87°10'09"W, 49.90 feet to the Point of Beginning; thence S01°28'07"E, 22.72 feet along the West Right of Way of Cedar County Road X-30 (South Downey Street); thence S87°10'09"W, 158.01 feet; thence N87°52'41"W, 131.81 feet to the West line of the South 289 feet of the East 339.4 feet of the Northeast Quarter of the Southeast Quarter of said Section 7; thence N01°28'57"W, 11.31 feet along the West line of the South 289 feet of the East 339.4 feet of the Northeast Quarter of the Southeast Quarter of said Section 7 to the Northwest corner of the South 289 feet of the East 339.4 feet of the Northeast Quarter of the Southeast Quarter of said Section 7; also being a point on the South line of a 60' wide Ingress / Egress Easement as recorded in Book F, Page 13; thence N87°10'09"E, 289.59 feet along the South line of said Ingress / Egress Easement to the Point of Beginning. Containing 5.833.30 Square Feet, 0.13 Acres, more or less.

- LEGEND
- ▲ FOUND SECTION CORNER AS NOTED
 - FOUND PROPERTY CORNER AS NOTED
 - SET 1/2" BEARS WITH PLASTIC BEARS #1644 UNLESS OTHERWISE NOTED
 - () BEARING
 - SURVEY BOUNDARY
 - ROW LINE
 - PROPERTY LINE
 - SECTION LINE
 - EASEMENT LINE
 - ROAD CENTERLINE

DATE SURVEYED 3-17-2015

PROPRIETOR: LAWRENCE E. LYNCH & AMY KESSLER LYNCH
SURVEY PREPARED FOR: CITY OF WEST BRANCH, 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.
Lyle E. Yinglin Date 5/7/2015
License Number 21644
My license renewal date is December 31, 2016
Pages or sheets covered by this seal: ALL

REVISIONS		VERIFY SCALE	
DATE	BY	SCALE	AS NOTED
3-4-2015	LYE	GRAPHIC	NOT
		CHECKED	OK
		APPROVED	OK
		DATE	2-24-2015
		DESIGNED FOR	VEENSTRA & KIMM, INC.

VEENSTRA & KIMM, INC.
860 22nd Avenue • Suite 4 • Coraville, Iowa 52241-1565
319-466-1000 • 319-466-1000(FAX) • 866-241-8001(1/875)

Tidewater Intersection Improvements
City of West Branch, Iowa

Exhibit for Property Acquisition
for R.O.W. and Road Reconstruction

AP-05

PROJECT 388114



Book J Page 130

Document 2015 2424 Pages 1
Date 8/14/2015 Time 10:06:04AM
Rec Amt \$7.00

MELISSA HELMOLD, RECORDER
CEDAR COUNTY IOWA

PREPARED BY: LYLE E. YENGLIN - VEENSTRA & KIMM INC. - 860 22nd AVENUE, SUITE 4 - CORALVILLE, IOWA 52241-1565 - (319) 466-1000

ACQUISITION PLAT

FOR PUBLIC RIGHT-OF-WAY

CITY OF WEST BRANCH, CEDAR COUNTY, IOWA

Legal Description

Acquisition of public right-of-way located in that part of the Northeast Quarter of the Southeast Quarter of Section 7, Township 79 North, Range 4 West of the 5th Principal Meridian, in the City of West Branch, Cedar County, Iowa as conveyed to the owner(s) in Deed Book 940, Page 125-126, of the Cedar County Records, being more particularly described as;

Commencing at the Northeast corner of the South 289 feet of the East 339.4 feet of the Northeast Quarter of the Southeast Quarter of said Section 7 as conveyed to the owner(s) in Deed Book 940, Page 125-126; thence S87°10'09"W, 49.90 feet to the Point of Beginning; thence S01°28'07"E, 22.72 feet along the West Right of Way of Cedar County Road X-30 (South Downey Street); thence S87°10'09"W, 158.01 feet; thence N87°52'41"W, 131.81 feet to the West line of the South 289 feet of the East 339.4 feet of the Northeast Quarter of the Southeast Quarter of said Section 7; thence N01°28'57"W, 11.31 feet along the West line of the South 289 feet of the East 339.4 feet of the Northeast Quarter of the Southeast Quarter of said Section 7 to the Northwest corner of the South 289 feet of the East 339.4 feet of the Northeast Quarter of the Southeast Quarter of said Section 7 also being a point on the South line of a 60' wide Ingress / Egress Easement as recorded in Book F, Page 13; thence N87°10'09"E, 289.59 feet along the South line of said Ingress / Egress Easement to the Point of Beginning. Containing 5,833.50 Square Feet, 0.13 Acres, more or less.

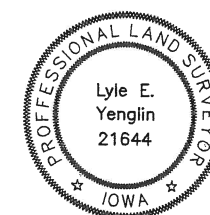
LEGEND

- ▲ FOUND SECTION CORNER AS NOTED
- FOUND PROPERTY CORNER AS NOTED
- SET 1/2" REBAR WITH PLASTIC RED CAP #21644, UNLESS OTHERWISE NOTED
- () RECORD DISTANCE OR BEARING
- SURVEY BOUNDARY
- ROW LINE
- PROPERTY LINE
- SECTION LINE
- EASEMENT LINE
- ROAD CENTERLINE

DATE SURVEYED 3-17-2015

PROPRIETOR: LAWRENCE E. LYNCH & AMY KESSLER LYNCH

SURVEY PREPARED FOR: CITY OF WEST BRANCH, 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.

Lyle E. Yinglin
License Number 21644
My license renewal date is December 31, 2016
Pages or sheets covered by this seal: ALL



DATE	REVISIONS	SCALE	AS NOTED	VERIFY SCALE		Tidewater Intersection Improvements City of West Branch, Iowa	860 22nd Avenue • Suite 4 • Coralville, Iowa 52241-1565 319-466-1000 • 319-466-1008(FAX) • 888-241-8001(WATS)	Exhibit for Property Acquisition for R.O.W. and Road Reconstruction	DWG. NO.
5-6-2015	LEY Review	DRAWN	BCT	BAR IS ONE INCH ON ORIGINAL DRAWING.					AP-05
		CHECKED	ALG	IF NOT ONE INCH ON THIS SHEET, ADJUST SCALES ACCORDINGLY.					
		APPROVED	DRS						
		DATE	2-24-2015						
		ISSUED FOR							PROJECT 368114



Book 1279 Page 63-65

Document 2015 2427 Pages 3

Date 8/14/2015 Time 10:15:22AM

Rec Amt \$17.00 Aud Amt \$5.00

MELISSA HELMOLD, RECORDER
CEDAR COUNTY IOWA

chg.

WARRANTY DEED

THE IOWA STATE BAR ASSOCIATION
Official Form No. 335
Recorder's Cover Sheet

Preparer Information: (name, address and phone number)

Kevin D. Olson, 1400 5th Street, Coralville, IA 52241, Phone: (319) 351-2277

Taxpayer Information: (name and complete address)

City of West Branch

110 N. Poplar

West Branch, Iowa 52358

Return Document To: (name and complete address)

City of West Branch

~~140 N. Poplar~~ PO BOX 218

West Branch, Iowa 52358

Grantors:

Haub Properties LLC

Grantees:

City of West Branch, Iowa, a municipal corporation

Legal Description: See Page 2

Document or instrument number of previously recorded documents:

BOOK 1279 PAGE 63

Warranty Deed

For the consideration of Ten Dollar(s) and other valuable consideration, Haub Properties LLC, does hereby Convey to City of West Branch, Iowa, a municipal corporation the following described real estate in CEDAR County, Iowa:

That part of Lot 1, Lacina Subdivision, West Branch, Iowa, according to that certain Acquisition Plat thereof recorded in Plat Book J at page 131, Records of the Cedar County Recorder.

The consideration is less than \$500.00, so the Grantor is exempt from the filing of a declaration of value or groundwater hazard statement.

The grantor 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.

Words and phrases herein, including acknowledgment hereof, shall be construed as in the singular or plural number, according to the context.

Dated: 7/7/15

By [Signature]

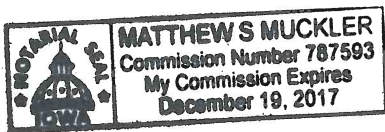
Dan Haub, Manager

STATE OF IOWA, COUNTY OF CEDAR, ss:

This instrument was acknowledged before me on July 7, 2015, by Dan Haub as Manager of Haub Properties LLC.

[Signature]

Notary Public



BOOK 1279 PAGE 64

ACQUISITION PLAT

FOR PUBLIC RIGHT-OF-WAY
CITY OF WEST BRANCH, CEDAR COUNTY, IOWA

Legal Description

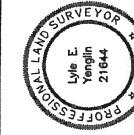
Acquisition of public right-of-way located in Lot 1, Lacinia Subdivision, an Official Plat, now included and forming a part of the City of West Branch, Cedar County, Iowa as recorded in Book 54, Page 114, of the Cedar County Records, being more particularly described as:

The South 18.52 feet of said Lot 1. Containing 2453.60 Square Feet, 0.06 Acres, more or less.

- LEGEND**
- SURVEY BOUNDARY
 - ROW LINE
 - PROPERTY LINE
 - SECTION LINE
 - EASEMENT LINE
 - ROAD CENTERLINE
 - ▲ FOUND SECTION CORNER AS NOTED
 - FOUND PROPERTY CORNER AS NOTED
 - SET 1/2" REBAR WITH PLASTIC REBAR CAP #21644 UNLESS OTHERWISE NOTED
 - () RECORD DISTANCE OR BEARING

DATE SURVEYED 3-17-2015

PROPRIETOR: DALE E. LYNCH REVOCABLE TRUST
SURVEY PREPARED FOR: CITY OF WEST BRANCH, 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.
Lyle E. Yenglin
License Number 21644
Date 5/17/2015
My license renewal date is December 31, 2016
Pages or sheets covered by this seal: ALL

Exhibit for Property Acquisition
for R.O.W. and Road Reconstruction

Tidewater Intersection Improvements
City of West Branch, Iowa

VEENSTRA & KIMM, INC.
860 22nd Avenue • Suite 4 • Coralville, Iowa 52241-1553
319-466-1000 • 319-466-1008 FAX • 888-241-4001 (TATS)

VERIFY SCALE
DATE OF SURVEY 3-17-2015
DATE OF PLOT 5-17-2015
THIS IS A TRUE AND CORRECT COPY OF THE ORIGINAL SURVEY RECORDS.
SCALE ACCURACIES

DATE	BY	REVISIONS
5-4-2011	L.E.Y.	1

DATE	BY	REVISIONS
5-4-2011	L.E.Y.	1

DATE	BY	REVISIONS
5-4-2011	L.E.Y.	1

DATE	BY	REVISIONS
5-4-2011	L.E.Y.	1

DATE	BY	REVISIONS
5-4-2011	L.E.Y.	1

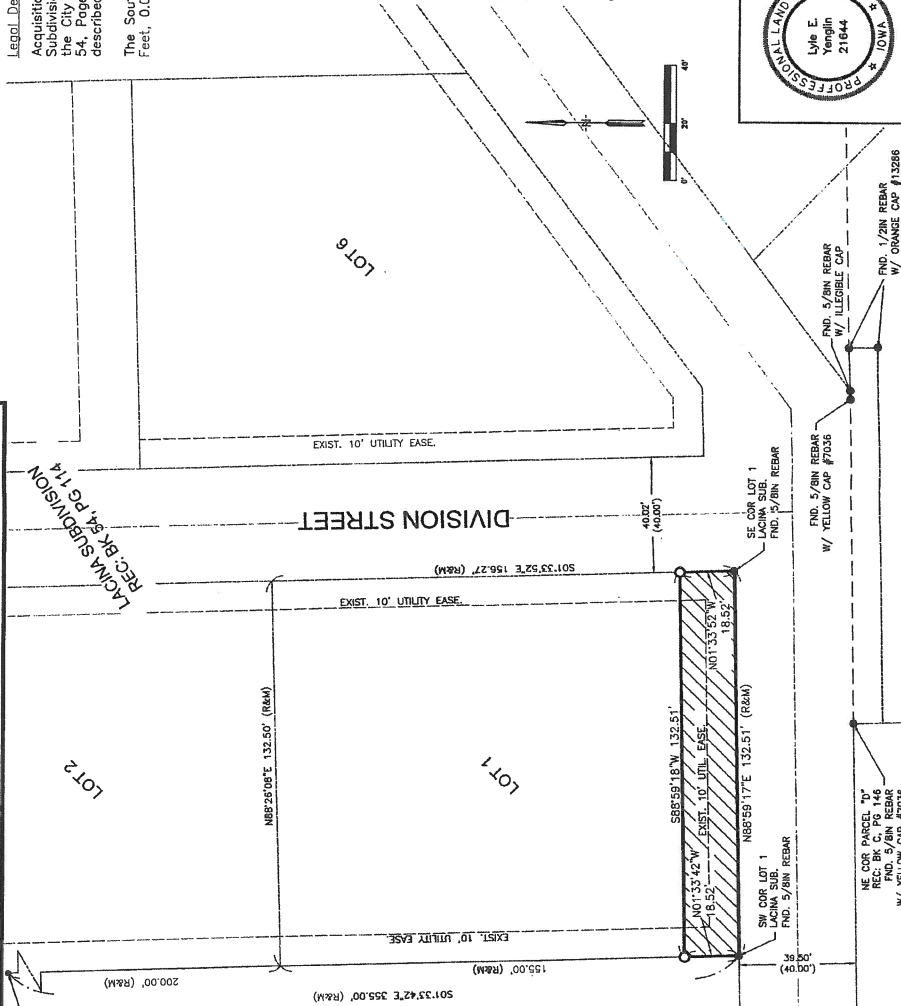
DATE	BY	REVISIONS
5-4-2011	L.E.Y.	1

PREPARED BY: LYLE E. YENGLIN - VEENSTRA & KIMM, INC. - 860 22nd AVENUE, SUITE 4 - CORALVILLE, IOWA 52241-1553 - (319) 466-1000

NW COR LOT 2
LACINA SUB.
FND. 5/8" REBAR

EXCEPT THE WEST 289' OF PARCEL A
IN THE N 1/2 OF THE S 1/4
IN SEC 8, T 19 N, R 45 W
REC. PLAT BK 5, PG 320

LACINA SUBDIVISION
REC. BK 54, PG 114





Book J Page 131

Document 2015 2426 Pages 1
Date 8/14/2015 Time 10:11:41AM
Rec Amt \$7.00

MELISSA HELMOLD, RECORDER
CEDAR COUNTY IOWA

PREPARED BY: LYLE E. YENGLIN - VEENSTRA & KIMM INC. - 860 22nd AVENUE, SUITE 4 - CORALVILLE, IOWA 52241-1565 - (319) 466-1000

ACQUISITION PLAT

FOR PUBLIC RIGHT-OF-WAY
CITY OF WEST BRANCH, CEDAR COUNTY, IOWA

Legal Description

Acquisition of public right-of-way located in Lot 1, Lacina Subdivision, an Official Plat, now included and forming a part of the City of West Branch, Cedar County, Iowa as recorded in Book 54, Page 114, of the Cedar County Records, being more particularly described as;

The South 18.52 feet of said Lot 1. Containing 2453.60 Square Feet, 0.06 Acres, more or less.

PARCEL A
THE WEST 259' OF PARCEL
EXCEPT THE SOUTH 40' THEREOF
IN THE N1/2 OF THE SW1/4
IN SEC 8-T79N-R4W
REC: PLAT BK 5, PG 320

NW COR LOT 2
LACINA SUB.
FND. 5/8IN REBAR

LACINA SUBDIVISION
REC: BK 54, PG 114

DIVISION STREET

LOT 6

LOT 2

LOT 1

TIDEWATER DRIVE

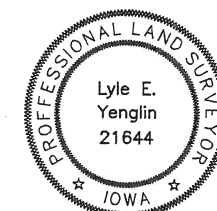
LEGEND

- ▲ FOUND SECTION CORNER AS NOTED
- FOUND PROPERTY CORNER AS NOTED
- SET 1/2" REBAR WITH PLASTIC RED CAP #21644, UNLESS OTHERWISE NOTED
- () RECORD DISTANCE OR BEARING
- SURVEY BOUNDARY
- ROW LINE
- PROPERTY LINE
- SECTION LINE
- EASEMENT LINE
- ROAD CENTERLINE

DATE SURVEYED 3-17-2015

PROPRIETOR: DALE E. LYNCH REVOCABLE TRUST

SURVEY PREPARED FOR: CITY OF WEST BRANCH, 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.

Lyle E. Yinglin
License Number 21644
My license renewal date is December 31, 2016
Pages or sheets covered by this seal: ALL

DATE	REVISIONS	SCALE	AS NOTED
5-6-2015	LEY Review	DRAWN	BCT
		CHECKED	ALG
		APPROVED	DRS
		DATE	2-24-2015
		ISSUED FOR	

VERIFY SCALE
BAR IS ONE INCH ON ORIGINAL DRAWING.
IF NOT ONE INCH ON THIS SHEET, ADJUST SCALES ACCORDINGLY.

V&K
VEENSTRA & KIMM, INC.

Tidewater Intersection Improvements
City of West Branch, Iowa
860 22nd Avenue • Suite 4 • Coralville, Iowa 52241-1565
319-466-1000 • 319-466-1008(FAX) • 888-241-8001(WATS)

Exhibit for Property Acquisition
for R.O.W. and Road Reconstruction

DWG. NO.
AP-02
PROJECT 368114



Book 1279 Page 66-69B

Document 2015 2428 Pages 5

Date 8/14/2015 Time 10:18:20AM

Rec Amt \$27.00

Chg

MELISSA HELMOLD, RECORDER
CEDAR COUNTY IOWA

Prepared by: Kevin D. Olson, 1400 5th Street, Coralville, IA 52241, (319)351-2277.

Return to: City of West Branch, Iowa, ~~110 Poplar~~, West Branch, Iowa 52358

PO Box 218

**PERPETUAL ROADWAY, SIDEWALK AND PUBLIC UTILITY
EASEMENT
AND
TEMPORARY CONSTRUCTION EASEMENT AGREEMENT**

THIS AGREEMENT made and entered into by and between **Shree Jalaram Hospitality, Inc.**, hereinafter collectively referred to as "GRANTOR," and the **City of West Branch, Iowa**, a municipal corporation, 110 Poplar, West Branch, Iowa 52358, hereinafter referred to as "CITY."

FOR THE PARTIES' JOINT AND MUTUAL CONSIDERATION IT IS HEREBY
AGREED AS FOLLOWS:

1. THAT UNDERSIGNED GRANTOR states that GRANTOR is the lawful possessor of certain real estate described in Exhibit "A" attached to this Agreement and by this made a part hereof, and that said possession is not subject to any other third-party possessory or proprietary interests.
2. That GRANTOR hereby grants and conveys to the CITY an exclusive **perpetual easement** for the purposes of constructing, operating, maintaining, using and reconstructing roadway, sidewalk, sanitary sewer mains, water mains and storm water main improvements, and the removing and constructing of driveway connections to S. Downey Street (the "Utility Installation") in the easement area described in Exhibit "A" hereto in connection with that certain improvement project heretofore referred to as the "City of West Branch Tidewater Drive Improvements Project." The exclusivity of the foregoing easement shall not be deemed to preclude other subsurface utility easements so long as the installation or presence of such utilities do not interfere with the right granted.
3. That GRANTOR hereby covenants that GRANTOR is lawfully seized and possessed, and is the owner of real estate described above, and that GRANTOR has a good and lawful right to convey this easement.
4. That CITY shall have the right to make excavations and to grade as it may find reasonably necessary for the construction, operation, repair, maintenance and reconstruction of the Utility Installation in the easement area; provided, however, the CITY must leave and return the easement area in essentially the same condition as

BOOK 1279 PAGE 66

prior to construction which may include but not be limited to sodding, seeding, and any replacement of topsoil, driveway, sidewalk or parking lot involved.

5. That CITY shall have the right to trim and remove all trees and bushes which may interfere with the exercise of the CITY's rights pursuant to this easement.
6. That City shall have the right of ingress and egress to and from the easement area by such route as shall occasion the least practical damage and inconvenience to GRANTOR.
7. That GRANTOR reserves the right to use the above-described real estate for purposes which shall not interfere with the CITY's or public's full enjoyment of rights granted in the easement; provided, however, that GRANTOR shall not erect or construct any building or structure, or drill or operate any well, or construct any reservoir or other obstructions within the easement, nor shall GRANTOR allow or cause any substantial fill or cut over said easement without consent of CITY, which consent shall not be unreasonably withheld.
8. That CITY agrees to promptly repair any damages within the areas subject to the easement, with the intent being to restore the surface of said areas to as close to original condition as is reasonably practicable, given the Perpetual Roadway, Sidewalk and Public Utility easement.
9. Without limiting the generality of the preceding provisions of this Agreement, GRANTOR does hereby further convey herein to CITY an exclusive **temporary construction easement** for the purpose of constructing the Utility Installation. Further, said temporary construction easement shall automatically terminate and become non-existent after completion of initial construction of the Utility installation and acceptance by CITY thereof.
10. That CITY shall indemnify GRANTOR against any loss or damage which may occur in the exercise of the easement rights granted hereunder by the CITY.
11. That GRANTOR acknowledges that possession of that certain real property described in Exhibit "A" hereto is the essence of this Agreement and that, accordingly, GRANTOR does hereby grant the CITY immediate possession of said real property.
12. That CITY will be responsible for any necessary abstracting and recording fees involving the preparation and recording of the perpetual easement granted herein, and, additionally, the CITY will replace any property pins displaced as a result of construction of the Utility Installation.
13. That provisions hereof inure to the benefit of and bind the successors and assigns of the respective parties hereto, and all covenants shall apply to and run with the land. This Agreement shall be recorded at the time of its execution with the understanding

that CITY has complete and absolute sole ownership, use and control of the Utility Installation to be located in the Perpetual Easement Area.

14. That this written Perpetual Roadway, Sidewalk and Public Utility Easement and Temporary Construction Easement Agreement constitutes the entire agreement between GRANTOR and CITY and there is no agreement to do or not to do any act or deed except as specifically provided herein.

Dated this 7th day of AUGUST, 2015.

Shree Jalaram Hospitality, Inc.:

By: _____

Raj Patel / President.

Print name and title

CITY OF WEST BRANCH:

Colton Miller

Colton Miller, Mayor Pro Tem

ATTEST:

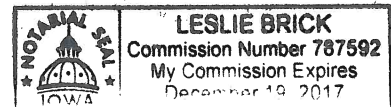
Matt Muckler

Matt Muckler, City Administrator/Clerk

STATE OF IOWA, COUNTY OF CEDAR, ss:

On this 7th day of August, 2015, before me, the undersigned, A Notary Public in and for the State of Iowa, personally appeared Colton Miller and Matt Muckler, to me personally known, who, being by me duly sworn, did say that they are the Mayor Pro Tem and City Clerk, respectively, of the City of West Branch, Iowa; a municipal corporation; that the seal affixed to the foregoing instrument is the corporate seal of the corporation, and that the instrument was signed and sealed on behalf of the corporation, by authority of its City Council, as passed by Resolution of the City Council; and Colton Miller and Matt Muckler acknowledged the execution of the instrument to be their voluntary act and deed and the voluntary act and deed of the corporation, by it voluntarily executed.

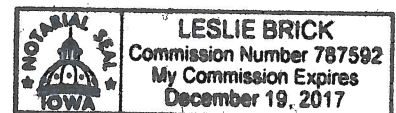
Leslie Brick
Notary Public in and for the State of Iowa



STATE OF IOWA, COUNTY OF CEDAR, ss:

This document was acknowledged before me on this 14 day of July, 2015, by Raj Patel as President of Shree Jalaram Hospitality, Inc.

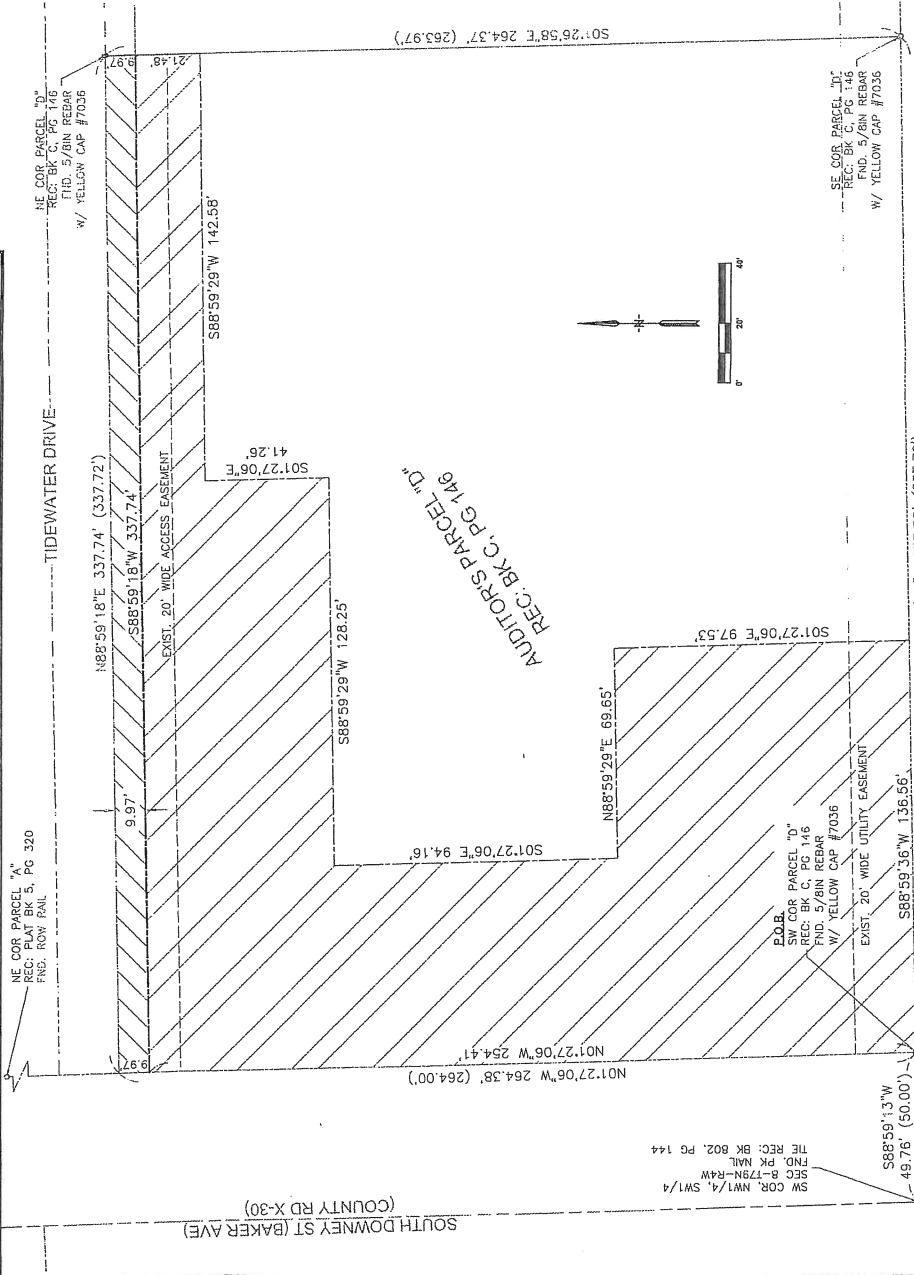
Leslie Brick
Notary Public in and for the State



PERPETUAL EASEMENT

ROADWAY, SIDEWALK, AND PUBLIC UTILITY EASEMENT
CITY OF WEST BRANCH, CEDAR COUNTY, IOWA

PREPARED BY: VEENSTRA & KIMM, INC. - 860 22nd Avenue, Suite 4 - Coralville, Iowa 52241-1565 - (319) 465-1000



Perpetual Easement Description

A perpetual Roadway, Sidewalk and Public Utility Easement located in Auditor's Parcel "D" in the Southwest Quarter of Section 8, Township 79 North, Range 4 West of the 5th P.M.; City of West Branch, Cedar County, Iowa, as conveyed in Book C, Page 146 of the Cedar County Records, being more particularly described as;

The North 9.97 feet of said Auditor's Parcel "D", adjacent and parallel to the South Right of Way of Tidewater Drive. Containing 5,456 Square Feet more or less.

Temporary Easement Description

A temporary construction Easement located in said Auditor's Parcel "D" in the Southwest Quarter of Section 8, Township 79 North, Range 4 West of the 5th P.M.; City of West Branch, Cedar County, Iowa as recorded in Book C, Page 146 of the Cedar County Records, being more particularly described as:

Beginning at the Southwest Corner of said Auditor's Parcel "D", said point labeled as P.O.B.; thence N01°27'06"W, 254.41 feet along the West line of said Auditor's Parcel "D" to the South line of previously described perpetual easement; thence N88°59'18"E, 337.74 feet along the South line of previously described perpetual easement to the East line of said Auditor's Parcel "D"; thence S01°26'58"E, 21.48 feet along the East line of said Auditor's Parcel "D"; thence S88°59'29"W, 142.58 feet; thence S01°27'06"E, 41.26 feet; thence S88°59'29"W, 128.25 feet; thence S01°27'06"E, 94.16 feet; thence N88°59'29"E, 69.65 feet; thence S01°27'06"E, 97.53 feet to the South line of said Auditor's Parcel "D"; thence S88°59'36"W, 136.56 feet along the South line of said Auditor's Parcel "D" to the Point of Beginning. Containing 34,920 Square Feet more or less.

LEGEND

- FOUND SECTION CORNER () RECORD DISTANCE OR BEARING
- AS NOTED
- FOUND PROPERTY CORNER () ROW LINE
- AS NOTED
- PERPETUAL EASEMENT 3,367 SQUARE FEET
- TEMPORARY EASEMENT 34,920 SQUARE FEET
- DATE SURVEYED 3-17-2015

DATE SURVEYED 3-17-2015

PROPRIETOR: SHREE JALARAM HOSPITALITY INC
SURVEY PREPARED FOR: CITY OF WEST BRANCH, IOWA

DATE	REVISIONS	SCALE	AS NOTED	VERIFY SCALE
1-4-2015		DRAWN	BET	BAR IS ONE INCH ON
		CHECKED	ALG	6 NORMAL BRASSING
		APPROVED	DMS	IF NOT ONE INCH ON
		DATE	SCALE	SCALE ACCORDINGLY
		ISSUED FOR		



Tidewater Intersection Improvements
City of West Branch, Iowa

860 22nd Avenue • Suite 4 • Coralville, Iowa 52241-1565
319-465-1000 • 319-465-1000 • 860-241-1601 (HATS)

Perpetual Roadway, Sidewalk and
Public Utility Easement
Temporary Construction Easement

DWG. NO.
PE-01
PROJECT
38814



Book 1279 Page 70-74

Document 2015 2429 Pages 5

Date 8/14/2015 Time 10:21:37AM

Rec Amt \$27.00

MELISSA HELMOLD, RECORDER
CEDAR COUNTY IOWA

chg.

Prepared by: Kevin D. Olson, West Branch City Attorney, 1512 7th Street, Coralville, Iowa 52241 (319)248-1700

Return to: City of West BRANCH, PO BOX 218, West BRANCH, IA 52358
PARTIAL ACQUISITION AGREEMENT

THIS AGREEMENT made and entered into this 14 day of July, 2015, by and between **Shree Jalaram Hospitality, Inc.**, an Iowa corporation, hereinafter referred to as "GRANTOR"; and the **City of West Branch, Iowa**, 110 N. Poplar Street, West Branch, Iowa 52358, hereinafter referred to as "CITY."

WHEREAS, the CITY is undertaking an Urban Renewal Project to make certain improvements to S. Downey Street and Tidewater Drive in the CITY (hereafter the "Project"); and

WHEREAS, GRANTOR owns that certain real property generally referred to as 711 S. Downey Street, West Branch, Cedar County, Iowa (the "Property"); and

WHEREAS, the CITY desires to construct a sidewalk and street improvements across the GRANTOR's Property and desires to construct a new driveway to the Property off of S. Downey Street; and

WHEREAS, GRANTOR agrees to convey to the CITY a piece of its Property in exchange for the construction of the Project by the CITY under the terms and conditions outlined below.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. GRANTOR agrees to sell and furnish to CITY a Perpetual Roadway, Sidewalk and Public Utility Easement and Temporary Construction Easement Agreement furnished by the CITY, conveying an interest in the Property parcel attached hereto as Exhibit "A", and incorporated herein by this reference (the "Parcel"). All costs associated with the payment of transfer taxes, abstracting and recording shall be the sole expense of the CITY.
2. CITY expressly agrees to construct the Project on the Parcel in accordance with the plans agreed to among the parties.
3. CITY agrees that access shall be maintained to the Property at all times during the construction of the Project.

4. Both parties agrees that the Project will close the existing driveway entrance on S. Downey Street to the Property on the north side of the Property and that the City will reconstruct, at its sole cost, a driveway approach on the south end of the Property off of Downey Street.
5. CITY expressly agrees that the CITY will not assess any of the costs of the Project against the Property in exchange for the conveyance of the Parcel to the CITY.
6. GRANTOR acknowledges that possession of the Property is the essence of this Agreement and the GRANTOR does hereby grant the CITY immediate possession of said Property.
7. GRANTOR states that the GRANTOR is the lawful owner of certain real estate generally described in Exhibit "A" attached to this Agreement.
8. That the GRANTOR states and warrants that there is no known well, solid waste disposal site, hazardous substances, or underground storage tanks on the premises described and sought herein.
9. That this written Partial Acquisition Agreement is intended to set forth all of the commitments, responsibilities and obligations as between the GRANTOR and the CITY in connection with the easement rights granted herein. Accordingly, the terms of this Agreement supersede and replace all prior oral negotiations and written documentation provided to facilitate negotiation of the easement rights granted herein, specifically including without limitation, the terms and provisions of that certain partial acquisition contract that pertain to the easement rights granted via this Agreement.

CITY OF WEST BRANCH:



Colton Miller, Mayor Pro Tem

ATTEST:


Matt Muckler, City Administrator/Clerk

STATE OF IOWA, COUNTY OF CEDAR, ss:

On this 07 day of August, 2015, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Colton Miller and Matt Muckler, to me personally known, who, being by me duly sworn, did say that they are the Mayor Pro Tem and City Clerk, respectively, of the City of West Branch, Iowa; a municipal corporation; that the seal affixed to the foregoing instrument is the corporate seal of the corporation, and that the instrument was signed and sealed on behalf of the corporation, by authority of its City Council, as passed by Resolution of the City Council; and Colton Miller and Matt Muckler acknowledged the execution of the instrument to be their voluntary act and deed and the voluntary act and deed of the corporation, by it voluntarily executed.

Leslie Brick
Notary Public

SHREE JALARAM HOSPITALITY, INC.

By: [Signature]

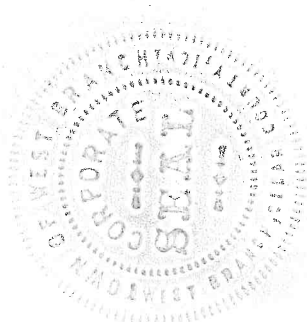
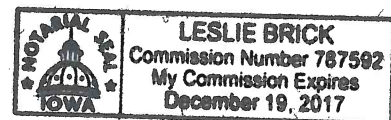
Raj Patel / President
Print name and title



STATE OF IOWA, COUNTY OF CEDAR, ss:

This instrument was acknowledged before me on July 14, 2015, by Raj Patel as President of Shree Jalaram Hospitality, Inc.

Leslie Brick
Notary Public



BOOK 1279 PAGE 72

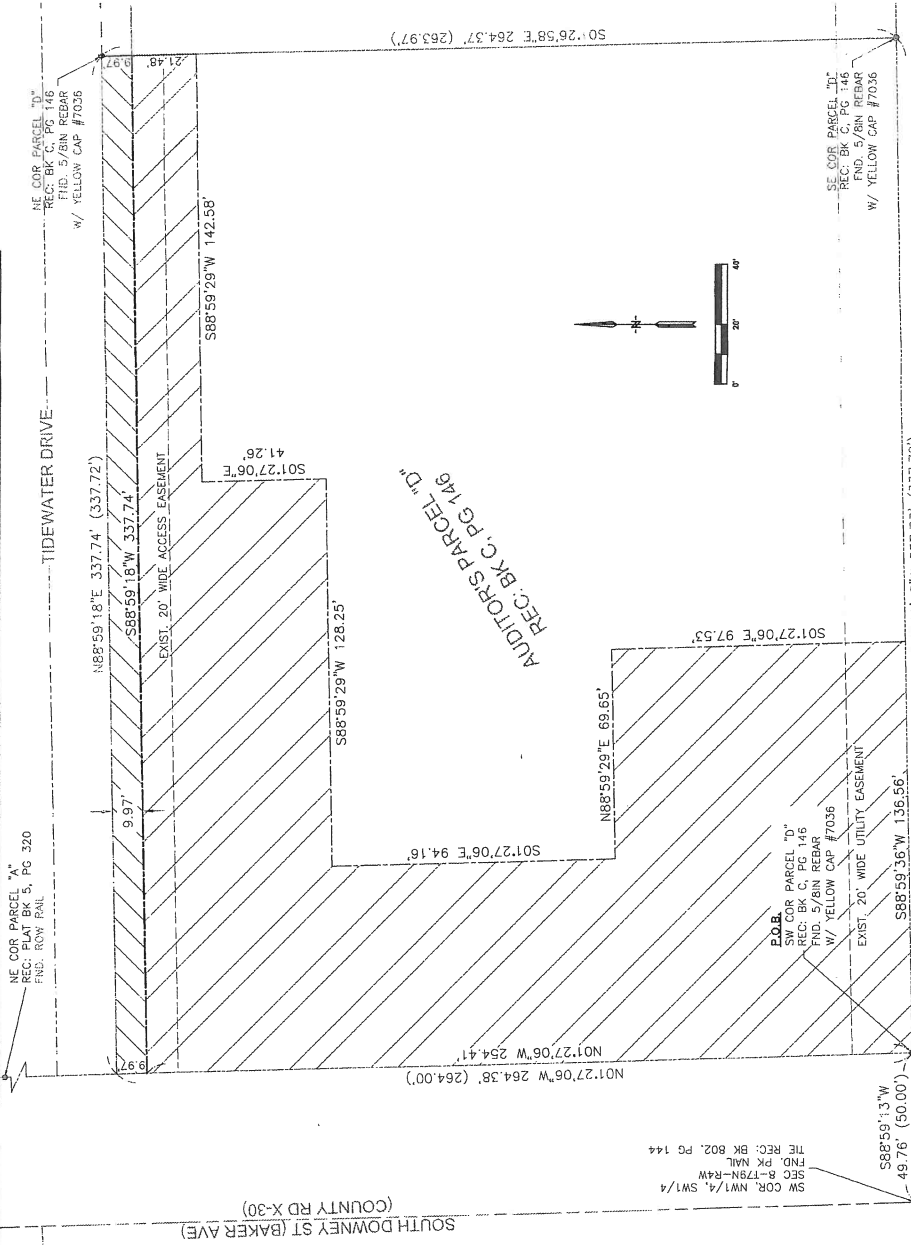
EXHIBIT "A" – Form of Perpetual and Temporary Construction Easement

BOOK 1279 PAGE 73

PERPETUAL EASEMENT

ROADWAY, SIDEWALK, AND PUBLIC UTILITY EASEMENT
CITY OF WEST BRANCH, CEDAR COUNTY, IOWA

PREPARED BY: VEENSTRA & KIMM INC. - 860 22nd AVENUE, SUITE 4 - CORAVILLE, IOWA 52241-1565 - (319) 466-1000



Perpetual Easement Description

A perpetual Roadway, Sidewalk and Public Utility Easement located in Auditor's Parcel "D" in the Southwest Quarter of Section 8, Township 79 North, Range 4 West of the 5th P.M.; City of West Branch, Cedar County, Iowa as recorded in Book C, Page 146 of the Cedar County Records, being more particularly described as:

The North 9.97 feet of said Auditor's Parcel "D", adjacent and parallel to the South Right of Way of Tidewater Drive. Containing 5,456 Square Feet more or less.

Temporary Easement Description

A temporary construction Easement located in said Auditor's Parcel "D" in the Southwest Quarter of Section 8, Township 79 North, Range 4 West of the 5th P.M.; City of West Branch, Cedar County, Iowa as recorded in Book C, Page 146 of the Cedar County Records, being more particularly described as:

Beginning at the Southwest Corner of said Auditor's Parcel "D", said point labeled as P.O.B.; thence N01°27'06"W, 254.41 feet along the West line of said Auditor's Parcel "D" to the South line of previously described perpetual easement; thence N88°59'18"E, 337.74 feet along the South line of previously described perpetual easement to the East line of said Auditor's Parcel "D"; thence S01°28'58"E, 21.48 feet along the East line of said Auditor's Parcel "D"; thence S88°59'29"W, 142.58 feet; thence S01°27'06"E, 41.26 feet; thence S88°59'29"W, 128.25 feet; thence S01°27'06"E, 94.16 feet; thence N88°59'29"E, 69.65 feet; thence S01°27'06"E, 97.53 feet to the South line of said Auditor's Parcel "D"; thence S88°59'36"W, 136.56 feet along the South line of said Auditor's Parcel "D" to the Point of Beginning. Containing 34,920 Square Feet more or less.

LEGEND

- FOUND SECTION CORNER AS NOTED () RECORD DISTANCE OR BEARING
- FOUND PROPERTY CORNER AS NOTED () ROW LINE
- PERPETUAL EASEMENT 3,367 SQUARE FEET
- TEMPORARY EASEMENT 34,920 SQUARE FEET
- DATE SURVEYED 3-17-2015

PROPRIETOR: SHREE JALARAM HOSPITALITY INC
SURVEY PREPARED FOR: CITY OF WEST BRANCH, IOWA

DATE	REVISIONS	SCALE	AS NOTED	VERIFY SCALE
6-4-2015	LET Review	AS NOTED	SCALE IS ONE INCH ON ORIGINAL DRAWING	IF NOT ONE INCH ON ORIGINAL DRAWING, SCALES ACCORDINGLY.
	CHECKED	DATE	DATE	DATE
	APPROVED	DATE	DATE	DATE
	DRAWN	DATE	DATE	DATE

Tidewater Intersection Improvements
City of West Branch, Iowa

860 22nd Avenue • Suite 4 • Coraville, Iowa 52241-1565
319-466-1000 • 319-466-1000 • 888-241-8001 (TATS)

VEENSTRA & KIMM, INC.



Perpetual Roadway, Sidewalk and
Public Utility Easement
Temporary Construction Easement

DWG. NO.
PE-01
PROJECT

38114