Attachment 1

Site Figures

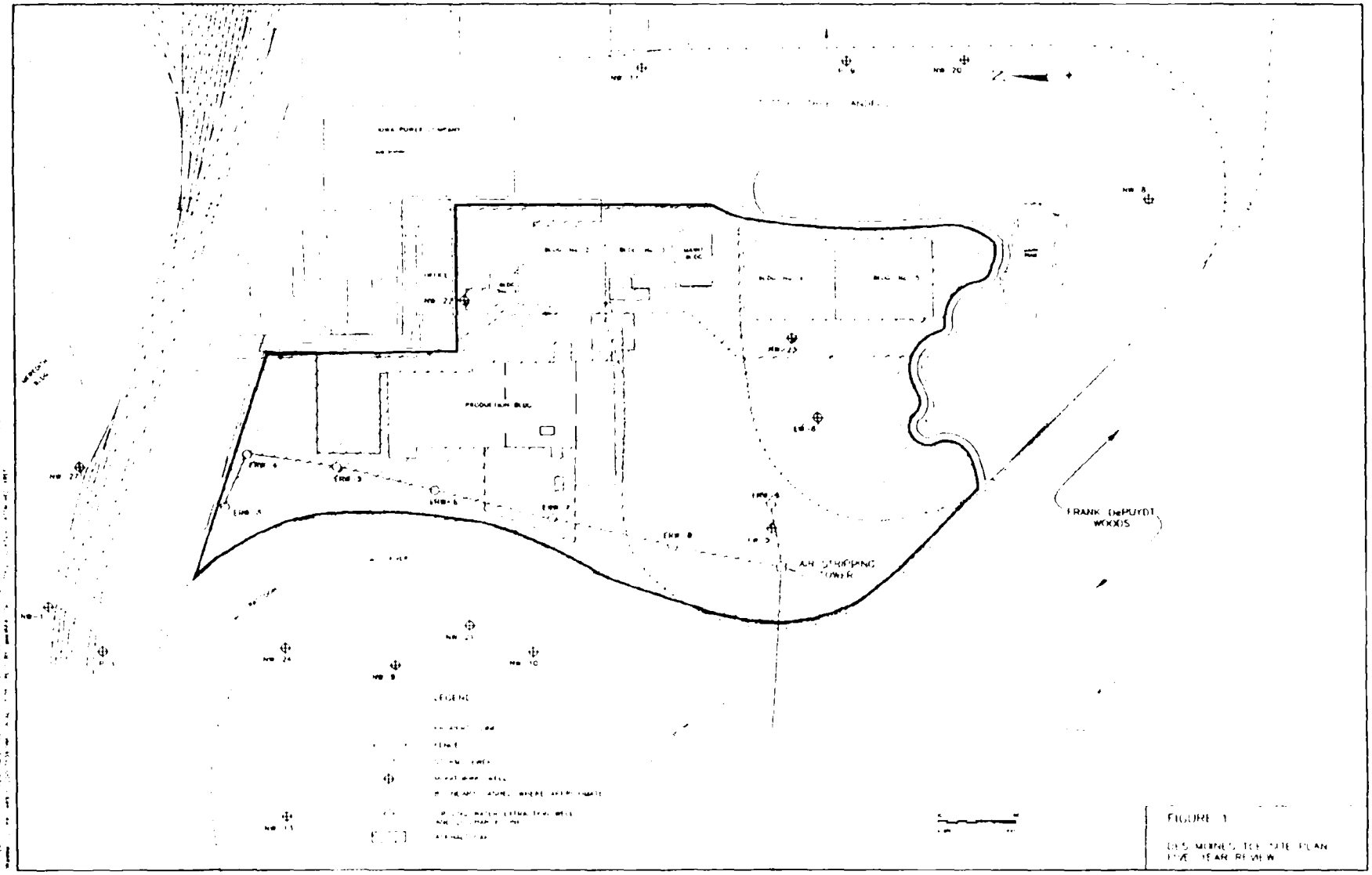
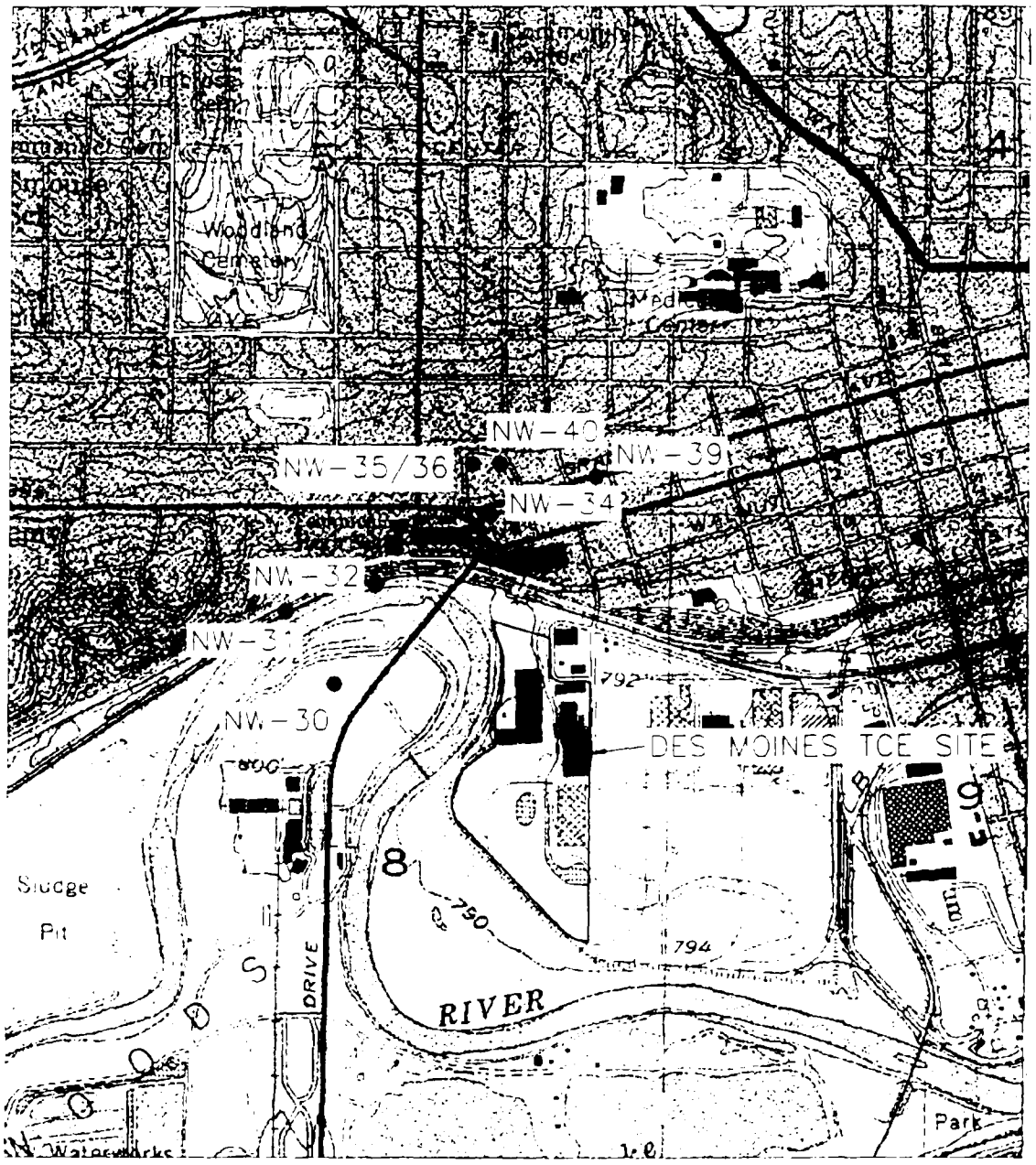


FIGURE 1

U.S. MARINE'S TCE SITE PLAN
FIVE YEAR REVIEW



REFERENCE: USGS MAP, DES MOINES SW, IOWA, QUADRANGLE 1966 PHOTOREVISED 1967, 1971, AND 1976.

LEGEND:

● MONITORING WELL

—— APPROXIMATE SITE BOUNDARY

FIGURE 2
MONITORING WELL LOCATIONS
DES MOINES TCE SITE
FIVE-YEAR REVIEW

Attachment 2
Groundwater Remedial Action Figures

17636

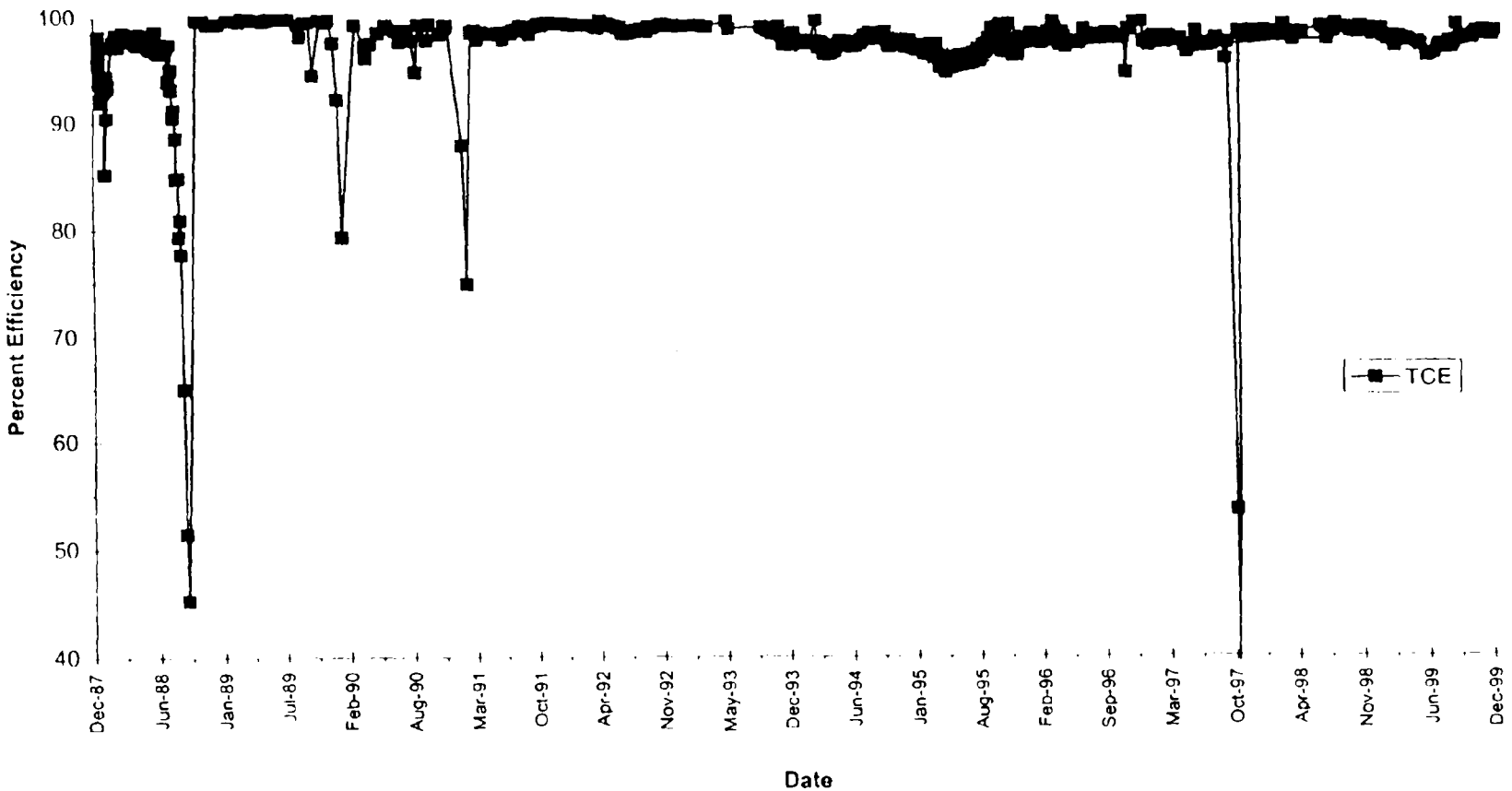


FIGURE 2-6

AIR STRIPPER EFFICIENCY
DECEMBER 1987- DECEMBER1999

DES MOINES TCE SITE
DES MOINES, IOWA

BROWN AND CALDWELL

p:\Hydro\DICO\PE14\Fig2-6.xls

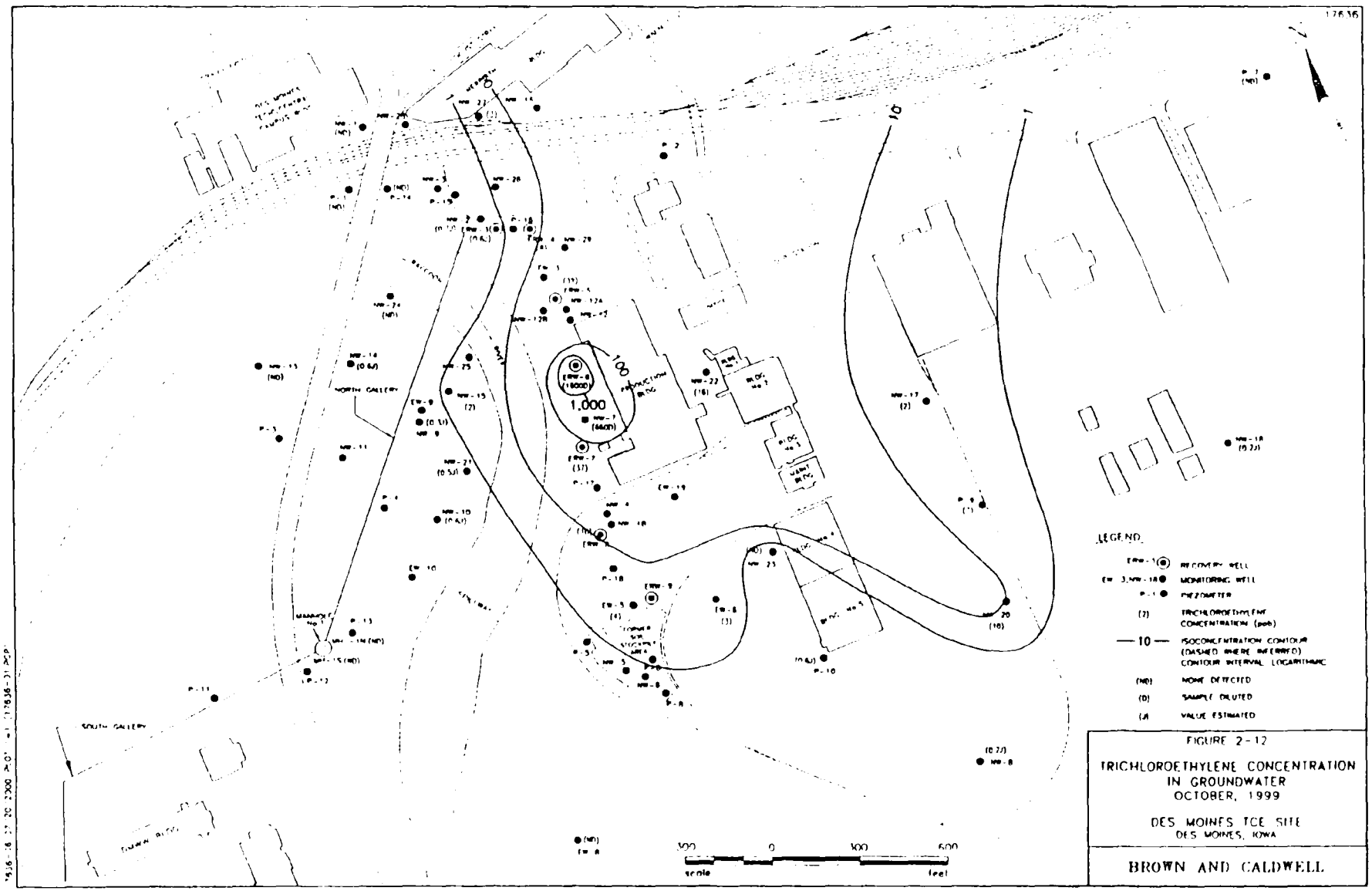


FIGURE 2-12

TRICHLOROETHYLENE CONCENTRATION IN GROUNDWATER OCTOBER, 1999

DES MOINES TCE SITE
DES MOINES, IOWA

BROWN AND CALDWELL

Attachment 3

Title Search Results

TITLE CERTIFICATE

IOWA TITLE COMPANY

No. 459950T1

Dated November 8, 2002 at 7:00 A.M.

Requested by Black & Veatch - Genise Luecke
6601 College Blvd Overland Park KS 66211

The undersigned hereby certifies that the following report is a correct reflection of the public records of Polk County, Iowa, and the United States District Court for the Southern District of Iowa, affecting title to the real estate legally described as follows:

See attached

the record title to which is vested in Daisy Industries, Inc. n/k/a Dico Corporation, Dic Corporation and Dico, Inc. by virtue of Deed filed December 7, 1945, and recorded in Book 1923, Page 581 and by Warranty Deed filed April 2, 1968, recorded in Book 3932, Page 519:

Including searches for conveyances, conflicting conveyances, deeds; unreleased mortgages, modifications and extensions thereof; Uniform Commercial Code filings subsequent to January 1, 1975, claims entered in the Claimant's Book; divorce and probate proceedings, mechanics liens, attachments, suits brought and notices filed claiming distributive shares in said real estate, suits entered in the Lis Pendens Index; due, delinquent and suspended taxes, tax sales and special assessments entered on the books of the Polk County Treasurer, to date hereof.

Also including searches for unreleased federal tax liens, state tax liens; bankruptcies, judgments and transcripts of judgments from United States and County Courts against the above-named titleholder(s) for the past ten years to date, and find none except as shown. We do not certify to judgments in divorce actions entered ten years or more prior to the date hereof.

No report is made of possible liens against vendors, mortgagees or prior titleholders.

The report is made for the exclusive information and use of requestor, and no liability for errors or omissions will accrue to the benefit of any other person or corporation.

IOWA TITLE COMPANY

This report was prepared by Ramona Adkins, Abstracter.
My direct-dial telephone number is 288-3338 Ext. 402

By Connie Wimer
Connie Wimer, President

Member of the Iowa Land Title Association

Member of the American Land Title Association

ALL OF DICO PLAT NO. 1, AN OFFICIAL PLAT, ALL NOW INCLUDED IN AND FORMING A PART OF THE CITY OF DES MOINES, POLK COUNTY, IOWA, EXCEPTING THEREFROM THE FOLLOWING DESCRIBED PARCELS:

EXCEPT THE NORTHERLY 150.00 FEET OF SAID LOTS ONE (1), TWO (2) AND C.

EXCEPT BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT ONE; THENCE NORTH ON THE EAST LINE OF SAID LOT ONE A DISTANCE OF 50.00 FEET; THENCE NORTHWESTERLY A DISTANCE OF 200.00 FEET TO THE POINT OF INTERSECTION WITH THE NORTH RIGHT-OF-WAY LINE OF THE DES MOINES UNION RAILWAY COMPANY (ALSO THE NORTHERLY LINE OF LOT A OF SAID DICO PLAT NO. 1); THENCE SOUTHEASTERLY ON SAID NORTH RIGHT-OF-WAY LINE TO THE POINT OF BEGINNING.

EXCEPT THAT PART OF SAID LOT 2 LYING SOUTH OF THE FOLLOWING DESCRIBED LINE: BEGINNING AT A POINT ON THE EAST LINE OF SAID LOT 2, SAID POINT BEING THE INTERSECTION OF THE SOUTH LINE OF LOT A OF SAID DICO PLAT NO. 1 AND THE EAST LINE OF SAID LOT 2 (THE EAST LINE OF SAID LOT 2 IS ASSUMED TO BEAR NORTH 00° (DEGREES) 10' (MINUTES) 44" (SECONDS) EAST FOR THE PURPOSE OF THIS DESCRIPTION); THENCE NORTHWESTERLY ON A 434.66-FOOT RADIUS CURVE CONCAVE NORTHEASTERLY AND HAVING A 179.98-FOOT LONG CHORD BEARING NORTH 57°16'59" WEST A DISTANCE OF 181.29 FEET (ARC LENGTH); THENCE NORTH 45°35'39" WEST A DISTANCE OF 1,159.91 FEET; THENCE NORTHERLY ON A 461.03-FOOT RADIUS CURVE CONCAVE EASTERLY AND HAVING A 400.30-FOOT LONG CHORD BEARING NORTH 19°54'39" WEST A DISTANCE OF 414.02 FEET (ARC LENGTH); THENCE NORTH 05°46'30" EAST A DISTANCE OF 14.02 FEET; THENCE NORTHERLY ON A 439.90-FOOT RADIUS CURVE CONCAVE EASTERLY AND HAVING A 135.71-FOOT LONG CHORD BEARING NORTH 14°38'52" EAST A DISTANCE OF 136.26 FEET (ARC LENGTH); THENCE NORTH 66°59'12" WEST A DISTANCE OF 142.89 FEET TO THE WEST LINE OF SAID LOT 2.

EXCEPTING THAT PART OF SAID LOT ONE LYING EASTERLY OF THE SOUTHERLY EXTENSION OF THE WEST LINE OF S.W. 17TH STREET AND NORTHERLY OF THE FOLLOWING DESCRIBED LINE: BEGINNING AT A POINT ON THE MOST EASTERLY LINE OF SAID LOT ONE, SAID POINT BEING 459.90 FEET SOUTH OF THE NORTHEASTERLY CORNER OF SAID LOT ONE; THENCE WESTERLY 90°00'00" FROM THE MOST EASTERLY LINE OF SAID LOT ONE A DISTANCE OF 854.55 FEET.

EXCEPTING THAT PART OF SAID LOT ONE LYING SOUTH OF THE FOLLOWING DESCRIBED LINE: BEGINNING AT A POINT ON THE MOST EASTERLY LINE OF SAID LOT ONE, SAID POINT BEING 459.90 FEET SOUTH OF THE NORTHEASTERLY CORNER OF SAID LOT ONE; THENCE WESTERLY 90°00'00" FROM THE MOST EASTERLY LINE OF SAID LOT ONE A DISTANCE OF 854.55 FEET.

CONTAINING APPROXIMATELY 515,557 SQUARE FEET, OR 11.84 ACRES.

2-033 4-3-68

INST. NO. 12388
POLK COUNTY, IOWA
FILED FOR RECORD
APR 2 1968 AM
IRENE M. MALLEY, RECORDER

WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS:

That DICO CORPORATION, an Iowa corporation of Polk County, State of Iowa, in consideration of the sum of ONE DOLLAR ($1.00) and other good and valuable consideration in hand paid, does hereby convey unto DIC CORPORATION, to be known May 1, 1967, as DICO CORPORATION, the following described real estate situated in Polk County, Iowa, to-wit:

DICO PLAT No. 1, being an Official Plat of that part of Vacated City Place lying West of a line that is 25 feet East of and parallel to the center line of S. W. 16th Street in said Vacated City Place and North and East of the Raccoon River, all in the East One-half of Section 8, Township 78 North, Range 24 West of the 5th P.M., more particularly described as follows: That part of Lot 4 of the Official Plat of the North One-half of the Northeast Quarter of Section 8-79-24 lying West of S. W. 17th Street and East of the Raccoon River; Government Lot 2 of the Northeast Quarter of said Section 8 (except the West 580 feet and except that part of City Place not vacated) together with any accretion thereto; and Government Lot 1 in the Southeast Quarter of said Section 8 (except the East 580 feet) together with any accretion thereto, all now in and forming a part of the City of Des Moines, Polk County, Iowa; EXCEPT Lots A and B of said Dico Plat No. 1;

subject to easements and right-of-way of record; building restrictions, Zoning Ordinances, and rights of Di-Chem, Inc., in buildings upon the property leased to Di-Chem, Inc. by Dico Corporation.

And the Grantor does hereby covenant with said Grantee, and successors in interest, to warrant and defend the said premises against the lawful claims of all persons claiming by, through or under it, except as may be above stated.

EXECUTED at Des Moines, Iowa, this 30th day of April, 1967.

Filed for record indexed and delivered to County Auditor this 2 day of Apr. 1968 at 11 o'clock AM
Recorder's and Auditor's fee $ 3.00 paid
Deputy Recorder

DICO CORPORATION

By F. A. DePuydt, President

By R. H. Young, Secretary

STATE OF IOWA) ss.
POLK COUNTY)

On this 30th day of April, 1967, before me, the undersigned, a Notary Public in and for Polk County, Iowa, personally appeared F. A. DePuydt and R. H. Young, to me personally known, who, being by me duly sworn, did say that they are the President and Secretary, respectively, of Dico Corporation; that the seal affixed hereto is the seal of said corporation; that said instrument was signed and

State of Iowa, Polk County, ss.
Entered upon transfer books and for taxation this 3 day of April 1968
My fee paid as recorded.
W. R. McCULLOUGH, County Auditor
Deputy

BOOK 3932 PAGE 519

sealed on behalf of said corporation by authority of its Board of Directors; and that the said [illegible] DePuydt and R. H. Young, as such officers, acknowledged the execution of said instrument to be the voluntary act and deed of said corporation by it and by them voluntarily executed.

Harold McCarville Notary Public
Harold McCarville

Book No. 3596 Page 15

POLK COUNTY, IOWA
FILED FOR RECORD
AT 8:00 A.M. DEC 12 1961
IRENE H. WALEY, RECORDER

Know All Men by These Presents:

That IOWA REALTY CO., INC.,

having its principal place of business at Des Moines in Polk

County and State of Iowa, a corporation organized and existing under the laws of

Iowa, in consideration of the sum of

ONE DOLLAR AND OTHER VALUABLE CONSIDERATIONS DOLLARS

in hand paid by K-S Development Corp.

of Polk County and State of Iowa does hereby SELL AND

CONVEY unto the said K-S Development Corp.

the following described real estate situated in the County of Polk and State of Iowa, to wit:

Lot 29, WILSHIRE MANOR, an Official Plat, now included in and forming a part of the Town of Windsor Heights, Polk County, Iowa

Filed for record indexed and delivered to
County Auditor this 12 day of Dec 1961
at 8:00 o'clock A.M.
Recorder's and Auditor's fee $ 2.00 paid
E. Blanche Fox
Deputy Recorder

This Deed given subject to one certain Real Estate Mortgage recorded in Book 3299 Page 543 Polk County Records, Polk County Court House, Polk County, Iowa and the Grantees herein agree to assume and pay said Mortgage.

And Said Corporation hereby covenants with said K-S Development Corp.

that it holds said premises by good and perfect title; that it has good right and lawful authority to sell and convey the same; that they are free and clear of all liens and incumbrances whatsoever, except as above stated.

And said grantor covenants to WARRANT AND DEFEND the said premises against the lawful claims of all persons whomsoever, except as above stated.

IN WITNESS WHEREOF said corporation has caused these presents to be signed and attested this 30th day of November, 19 61.

IOWA REALTY CO., INC.
Corporation.
By William C. Knapp, President

State of Iowa, Polk County, ss
Entered upon transfer books and fur. tax.
on this 13 day of Dec 1961
My fee paid by recorder.
W. E. McCULLOCH, County Auditor ACKNOWLEDGEMENT

~~STATE OF IOWA~~ Deputy Polk COUNTY, ss:

On this 30th day of November A. D. 19 61, before me the undersigned a Notary Public in and for Polk County, State of Iowa, personally appeared William C. Knapp and to me personally known, who, being by me duly sworn, did say on oath that ~~(they are)~~ (he is) respectively the President and of said Iowa Realty Co., Inc. ~~and that the seal affixed to said instrument is the seal of said~~ no seal has been procured by the said Corporation and that said instrument was signed and sealed in behalf of said Corporation by authority of its Board of Directors and said William C. Knapp President and ~~[illegible]~~ acknowledged the execution of said instrument to be the ~~[illegible]~~ of said Corporation and by it voluntarily executed.

Joseph C. Clay, Jr.
Notary Public in and for Polk County, State of Iowa

NOV 13 1967

16721

POLK COUNTY, IOWA
FILED FOR RECORD
AT 3:50 P.M. NOV 15 1967
IRENE B. HALEY, RECORDER

FLOOD CONTROL
TEMPORARY EASEMENT DEED.

KNOW ALL MEN BY THESE PRESENTS, that DES MOINES UNION RAILWAY COMPANY of POLK COUNTY, IOWA, in consideration of the sum of One (1) and no/100 Dollars, in hand paid by the City of Des Moines, Iowa, does hereby grant bargain, sell and convey unto the City of Des Moines, Iowa, and its assigns, an assignable easement and right-of-way in, on, over, and across the land thereinafter described for the purpose of entering thereon at any time to haul, transport, emplace, store, maneuver, manage and remove materials and equipment in connection with construction a local flood protection project; together with the right at any time to trim, cut, fell and remove underbrush, obstructions, and other vegetation, structures or obstacles within the limits of the right-of-way for the period commencing with the date of this deed ~~and ending~~ One (1) year following the date of completion of construction, currently scheduled for completion on the June 30, 1969, provided however, that the easement and right-of-way herein granted shall terminate and expire on the September 1, 1970, unless sooner terminated by the completion of construction and the expiration of the period of One (1) Year thereafter.

Said land is described as follows:

A ten (10) foot strip of ground located in Lot "A", Dico Plat Number one (1), an Official Plat, said ten (10) foot strip lying northeasterly and easterly of, adjacent, and parallel to the southwestern and western line of said Lot "A", said strip of ground extending from the east line of said Lot "A" to the southeastern corner of Lot "B", Dico Plat Number one (1), ~~an Official~~ Plat, now included in and forming a part of the City of Des Moines, Iowa

The aforesaid grant includes an assignable right of entery whereby the City of Des Moines, Iowa, can grant to the UNITED STATES OF AMERICA, and its contractors permission to enter upon the land hereinabove described for the purpose of performing the proposed work or any part of the proposed work within the period of the grant, which assignable right of entry shall be without limitation whatsoever except that exercise of reexercise of the right be within the period of grant.

Said rights, privileges and easements are conveyed subject to existing easements for public roads and highways, public utilities and railroads, and pipelines in pla

And DES MOINES UNION ~~RAILROAD~~ RAILWAY COMPANY does hereby covenant w the City of Des Moines, Iowa that it holds said premises by good and perfect title; that it has good right and lawful authority to sell and convey the and the said DES MOINES UNION ~~RAILROAD~~ RAILWAY COMPANY does hereby covenant to warrant and defend the title to the said premises against the lawful claim of all persons whomsoever.

Signed this 3rd day of October, 19

DES MOINES UNION ~~RAILROAD~~ RAILWAY COMPANY

BY E. G. Illman
President

ATTEST:

W. F. Hubbell
Secretary

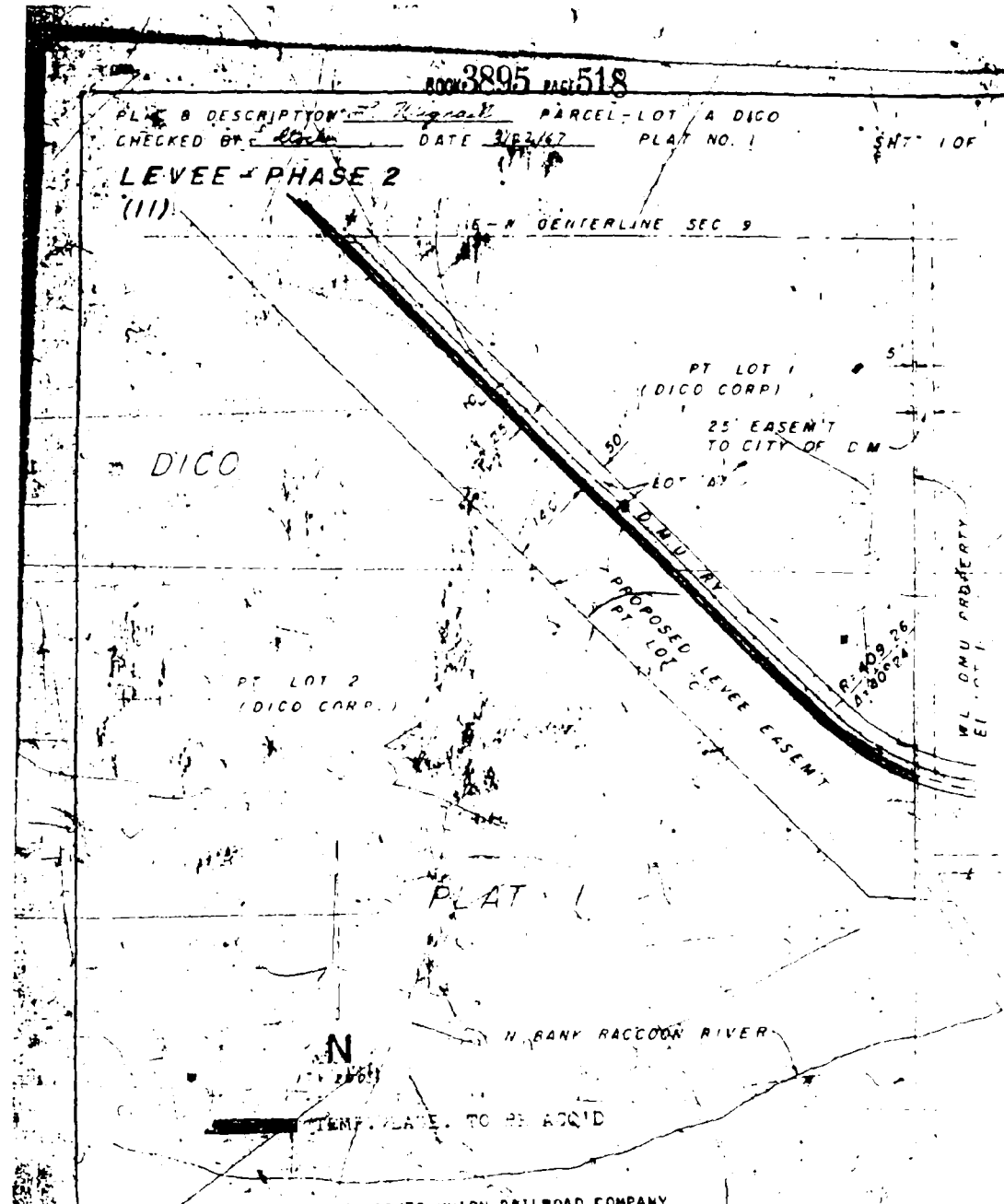
I, Donald H. Gerdom, City Clerk of the City of Des Moines, Iowa, do hereby certify that the within and foregoing Easement from Des Moines Union Railway Company to the City of Des Moines, Iowa, was duly approved and accepted by the City Council of said City of Des Moines by Resolution and Roll Call No. 4617, passed on the 13th day of November 1967, and this certificate is made pursuant to authority contained in said Resolution.

Signed this 13th day of November, 1967.

Donald H. Gerdom

Donald H. Gerdom, City Clerk of the City of Des Moines, Iowa.

PLAT & DESCRIPTION — Regnault PARCEL - LOT A DICO
CHECKED BY [illegible] DATE 3/23/67 PLAT NO. 1 SHT 1 OF

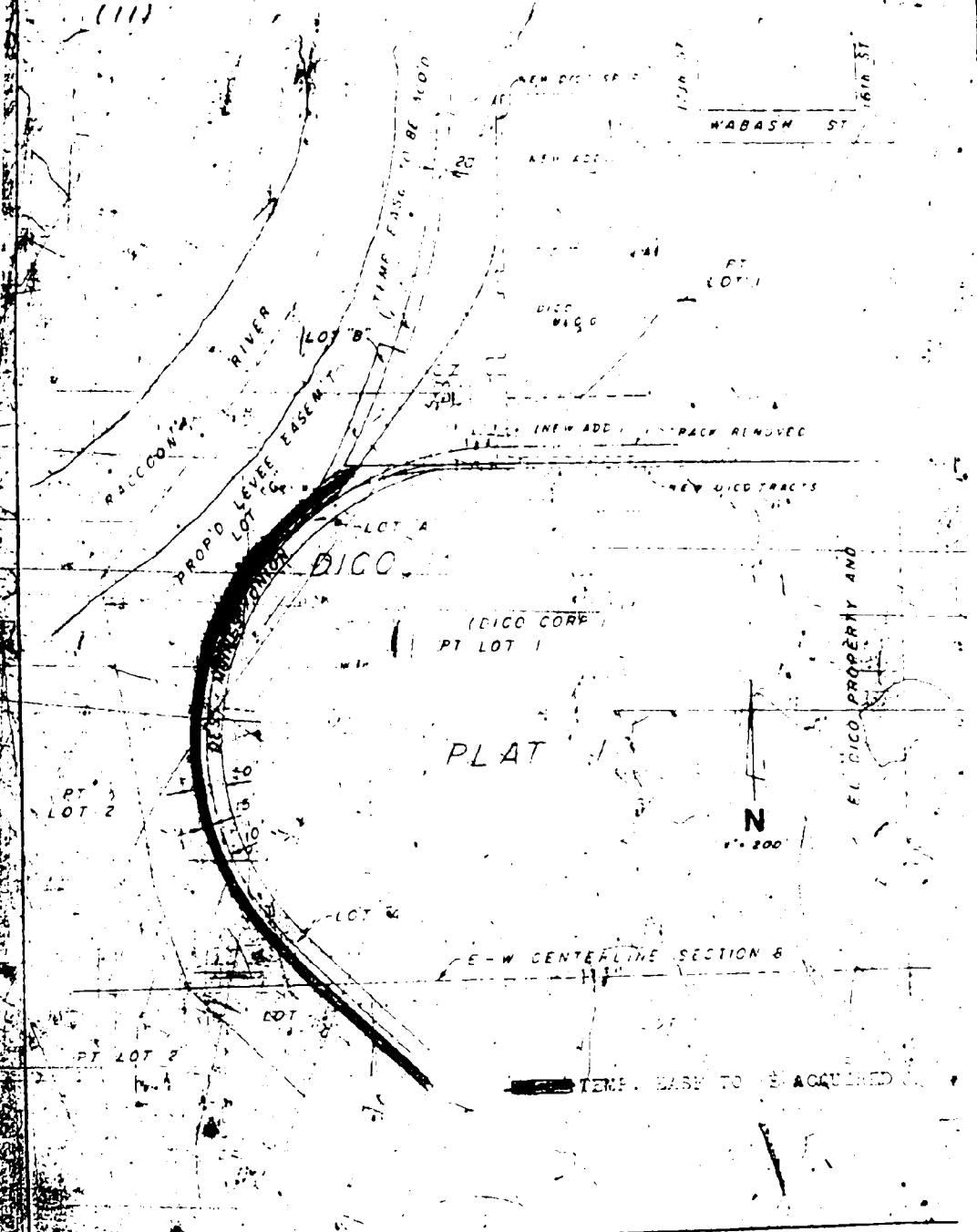


TEMPORARY EASEMENT - DES MOINES UNION RAILROAD COMPANY

A ten (10) foot strip of ground located in Lot "A", Dico Plat Number one (1), an Official Plat, said ten (10) foot strip lying northeasterly and easterly of, and adjacent, and parallel to the southwestern and western line of said Lot "A", said strip of ground extending from the east line of said Lot "A" to the southeastern corner of Lot "B", Dico Plat Number One (1), an Official Plat, now included in and forming a part of the City of Des Moines, Iowa.

PLAT AND DESCRIPTION BY [illegible] PARCEL – LOT A – SHT 1 OF 2.
CHECKED BY [illegible] DATE [illegible] DICO PLAT 1.

(11)



INST. NO. 46717
POLK COUNTY, IOWA
FILED FOR RECORD
AT 1:50 P.M. NOV 13 1967
IRENE H. MALEY, RECORDER
Deputy

NOV 13 1967

FLOOD CONTROL
EASEMENT DEED

KNOW ALL MEN BY THESE PRESENTS, THAT Des Moines Union Railway Company of Des Moines, Iowa, of Polk County, Iowa, in consideration of the sum of One (1) and no/100 Dollars in hand paid by the City of Des Moines, Iowa, does hereby grant, bargain, sell and convey unto the City of Des Moines, Iowa, and its assignes, a perpetual and assignable easement and right of way in, on, over and across the land hereinafter described for the purpose of entering thereon at any time to construct, reconstruct, maintain, enlarge, repair, operate, patrol and replace a flood protection levee and floodwall including all appurtenances thereto;

Said land is described as follows:

That part of the east five hundred eighty (580) feet of Government Lot one (1), Southeast Quarter (SE¼), Section eight (8), Township seventy-eight (78) north, Range twenty-four (24) west of the fifth (5) Principal Meridian, lying south of a line which is twenty-fiv (25) feet south of and parallel to the following described line: Beginning at a point o the east line of said Section eight (8), said point being eight hundred and ninety-seven and four tenths (897.4) feet south of the east quarter corner thereof; thence westerly o a line which makes an angle (measured north to west) of eighty-five degrees and thirty-one minutes (85°-31') with the east line of said Section eight (8), a distance of four hundred fifty-seven and eighty-five hundredths (457.85) feet; thence northwesterly on a thirteen degrees and fifty minutes (13°-50') curve to the right a distance of two hundre eighty-eight and sixty-eight hundredths (288.68) feet; thence northwesterly on a tangent to the last named curve, a distance of one thousand one hundred fifty-seven and fifty-tw hundredths (1,157.52) feet; thence northerly on a thirteen degrees and seven minutes (13°-7') curve to the right, a distance of three hundred ninety one and sixty-one hundre (391.61) feet; thence northerly on a tangent to the last named curve, a distance of fourt and two hundredths (14.02) feet; thence northeasterly on a thirteen degrees and fifty-si minutes (13°-56') curve to the right a distance of two hundred fifty-seven and seven hundredths (257.07) feet; thence northeasterly on a tangent to the last named curve a di tance of twelve and eight hundredths (12.08) feet; thence northeasterly on an eleven deg and fifty-two minutes (11°-52') curve to the right a distance of two hundred fifty-four and twenty-seven hundredths (254.27) feet to intersect the south property line of the Da Industries, Inc., said point of intersection is twenty-five and two tenths (25.2) feet easterly from the southwest corner of said Dairy Industries, Inc. property; thence continuing along the said eleven degrees and fifty-two minutes (11°-52') curve, one hundrec fifty-five and fourteen hundredths (155.14) feet to the end of saic curve, all in and forming a part of the City of Des Moines, Iowa.

The aforesaid grant includeds an assignable right of entary whereby the City of Des Moines, Iowa, can grant the UNITED STATES OF AMERICA, and its contractors permission to enter upon the land hereinabove described for the purpose of performing the proposed work or any part of the proposed work within the period of the grant, which assignable right of entery shall be without limitation whatsoever, except that any exercise or re-exercise of the right to be within the period of the grant.

Said rights, privileges and easements are conveyed subject to existing easements for public roads and highways, public utilities, railroads and pipelines.

Grantors reserve the right to remove, on or before _____ located on the land hereinabove described, in the event that the said _____ are not removed on or before said above date, the right of removal shall terminate, without notice to the grantors, and good and indefeasible title thereto shall automatically vest in the City of Des Moines, Iowa.

And Des MOINES UNION RAILWAY COMPANY do hereby covenant with the City of Des Moines, Iowa, that they hold said premises by good and perfect title; that they are free from encumbrances; that they have good right and lawful authority to sell and convey the same; and the said DES MOINES UNION RAILWAY COMPANY do hereby covenant to warrant and defend the title to the said premises against the lawful claims of all persons whomsoever.

Each of the undersigned hereby relinquishes all right of dower, homestead and distributive shaare in and to the interest in the above described premises herein conveyed.

Signed this 3rd day of October, A.D., 1967.

DES MOINES UNION RAILWAY COMPANY

BY E.C. [illegible]
President

ATTEST:

[illegible] Hubbell
Secretary

I, Donald H. Gerdom, City Clerk of the City of Des Moines, Iowa, do hereby certify that the within and foregoing Easement from Des Moines Union Railway Company to the City of Des Moines, Iowa, was duly approved and accepted by the City Council of said City of Des Moines by Resolution and Roll Call No. 4617, passed on the 13th day of November, 1967, and this certificate is made pursuant to authority contained in said Resolution.

Signed this 13th day of November, 1967.

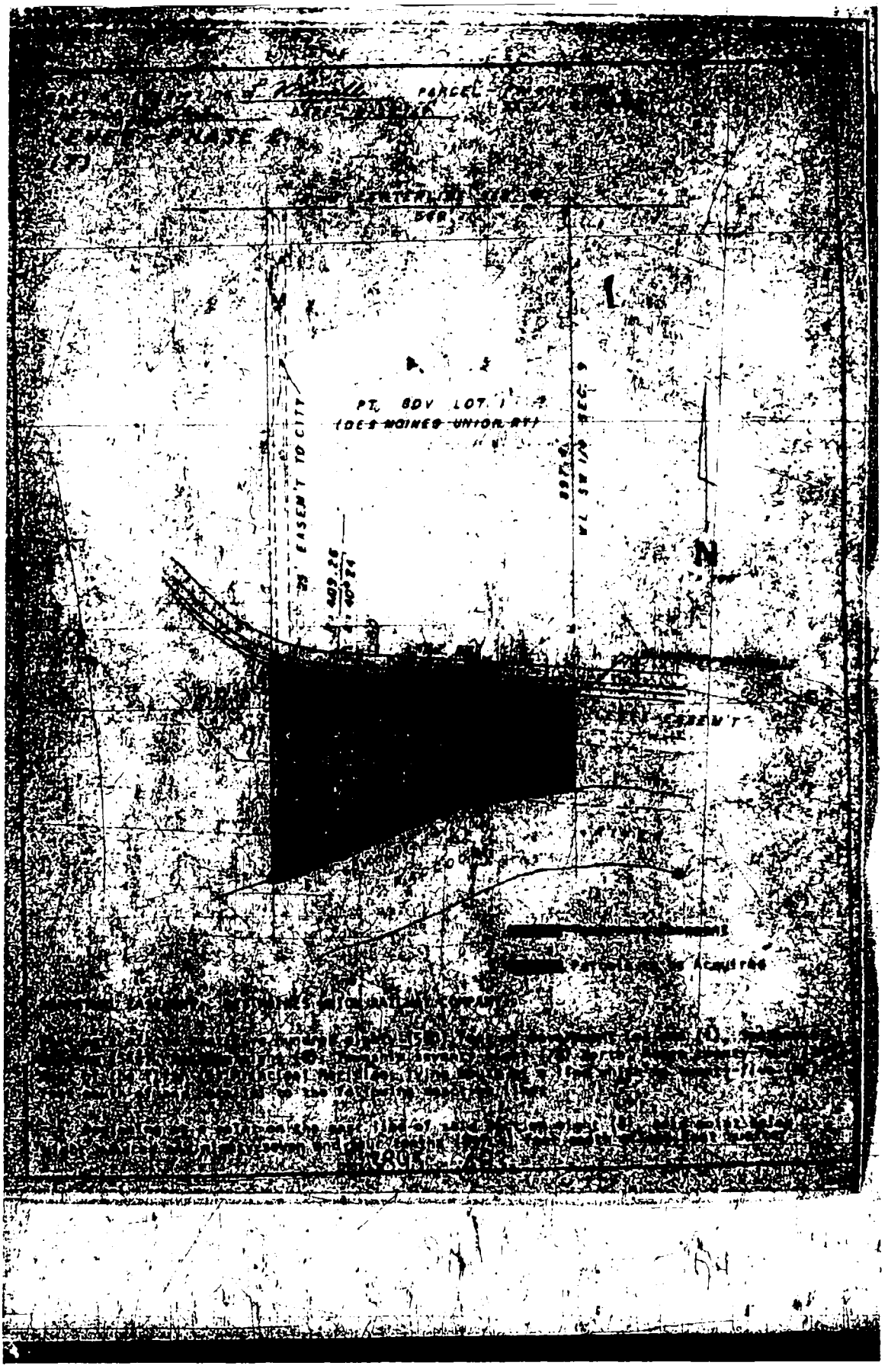
Donald H. Gerdom

Donald H. Gerdom, City Clerk
of the City of Des Moines, Ia.

STATE OF IOWA)
ss
COUNTY OF POLK)

On this 3rd day of October, 19 67 before me, James E. Cook, a Notary Public in and for Polk County, Iowa, personally appeared E. O. Johnson and M. F. Hubbell to me personally known, who being by me duly sworn did say that they are respectively the President and Secretary of said Des Moines Union Railway Company and that the seal affixed to said instrument is the seal of said Des Moines Union Railway Company and that said instrument was signed and sealed in behalf of said Des Moines Union Railway Company by authority of its Board of Directors and said E. O. Johnson and M. F. Hubbell acknowledged the execution of said instrument to be the voluntary act and deed of said coporation by it voluntarily executed.

James E Cook
Notary Public in and for Polk County, Iowa


PARCEL
PT. BDY LOT
(DES MOINES UNION RY)
EASEMENT TO CITY
EASEMENT

[illegible] on a thirteen degrees and fifty [illegible]
[illegible] (288.68) feet [illegible] of one thousand [illegible] hundredths (1[illegible]) feet; [illegible]
[illegible] northerly [illegible] one hundred eighty [illegible] degrees eighty [illegible] (130.74) feet; [illegible]
a distance of [illegible] one and sixty-one hundredths (195.61) feet; [illegible]
northerly [illegible] to the last named curve, a distance of fourteen [illegible]
[illegible] (14.92) feet; thence northeasterly on a thirteen degrees and [illegible]
(130.56') curve to the right a distance of two hundred fifty-[illegible]
(257.97) feet; thence northeasterly on a tangent to the last named curve [illegible]
twelve and eighty hundredths (112.80) feet; thence northeasterly [illegible]
one fifty-one and [illegible] (151.21) curve to the right a distance of [illegible] fifty-
four and twenty-seven hundredths (254.27) feet to intersect the South property line of
the Dairy Industries, Inc. said point of intersection is twenty-five and two tenths
(25.2) feet southerly from the southeast corner of said Dairy Industries, Inc. property;
thence continuing along the said eleven degrees and fifty-two minutes (11°52')
one hundred fifty-five and fourteen hundredths (155.14) feet to the end of said [illegible]
all in and forming a part of the City of Des Moines, Iowa.

TEMPORARY EASEMENT [illegible] DES MOINES UNION RR Co.

That part of the [illegible] five hundred and eighty (580) feet of Government Lot [illegible]
the Southwest Quarter (SW¼) of Section eight (8), Township seventy-eight (78) [illegible]
Range twenty-four (24) west of the Fifth (5) Principal Meridian, that lies between the
South line of the Des Moines Union Railroad right-of-way and a line that is ten (10)
feet south of and normally distant from and parallel to the centerline of the said
railroad right-of-way, said centerline being described in the description for the
perpetual easement to be obtained, all now included in and forming a part of the City
of Des Moines, Iowa

MINIMUM RIGHTS TO BE OBTAINED:

Perpetual Easement

A perpetual and assignable right and easement for the purpose of entering thereon to construct, maintain, repair, operate, patrol and replace a flood protection levee including all appurtenances thereto.

Temporary Easement

Temporary easement for purpose of entering thereon to deposit fill material.

AUG 15 1968 3948

INST. NO. 33598

POLK COUNTY, IOWA
FILED FOR RECORD
AT 3:33 AUG 21 1968 A.M.
IRENE H. MALEY, RECORDER
By [illegible] Deputy

FLOOD CONTROL
EASEMENT DEED

KNOW ALL MEN BY THESE PRESENTS, that DICO CORPORATION of Des Moines, Polk County, Iowa, in consideration of the sum of ONE AND NO/100 ($1.00) DOLLARS in hand paid by the City of Des Moines, Iowa, does hereby grant, bargain, sell and convey unto the City of Des Moines, Iowa, and its assigns, a perpetual and assignable easement in and to the lands for the purpose of entering thereon to construct, maintain, repair, operate, patrol and replace a flood protection levee, including all appurtenances thereto, and further including the right to clear, cut, fill, remove and dispose of any and all timber, trees, underbrush, building, improvements, and/or other obstructions therefrom.

Said land is described as follows:

All of Lot "B" in Dico Plat Number One (1), an Official Plat, all now included in and forming a part of the City of Des Moines, Iowa.

DESCRIPTION APPROVED

The City agrees that the present fence should be removed during the construction of the levee and after said construction fence may be replaced in its present approximate position. Gates will be installed in area suitable for maintenance access to the levee, but not to interfere with the normal yard operation of Dico Corporation. The gates will be equipped with padlocks with duplicate keys available to Dico Corporation and the City of Des Moines. In case of flood danger it is understood that either the City or Dico crews may remove the fence for protection against any flood hazards. It is further agreed that Dico is to remove and replace fence and the City of Des Moines is to reimburse Dico for the removal and replacement of fence.

The aforesaid grant includes an assignable right of entry whereby the City of Des Moines, Iowa, can grant the UNITED STATES OF AMERICA, and its contractors permission to enter upon the land hereinabove described for the purpose of performing the proposed work or any part of the proposed work within the period of the grant, which assignable right of entry shall be without limitation whatsoever, except that any exercise or re-exercise of the right to be within the period of the grant.

Said rights, privileges and easements are conveyed subject to existing easements for public roads and highways, public utilities, railroads and pipelines.

And DICO CORPORATION does hereby covenant with the city of Des Moines, Iowa, that it holds said premises by good and perfect title; that it has good right and lawful authority to sell and convey the same; and the said DICO CORPORATION does hereby covenant to warrant and defend the title to the said premises against the lawful claims of all persons whomsoever.

Signed this 14 day of Aug, A.D., 1968

DICO CORPORATION

BY F. A. DePuydt, President
F. A. DePuydt, Pres.

BY H. E. McCarville, Asst Secy
H. E. McCarville, Asst. Sec.

STATE OF IOWA)
COUNTY OF POLK) ss

On this 14 day of August, 19 68 before me the undersigned, a Notary Public in and for Polk County, Iowa, personally appeared F. A. DePuydt and H. E. McCarville to me personally known, who being by me duly sworn did say that they are respectively the President and Assistant Secretary of said Dico Corporation and that the seal affixed to said instrument is the seal of said and that said instrument was signed XXXXXXXXX in behalf of said Dico Corporation by authority of its Board of Directors and said President and Assitant Secretary acknowledged the execution of said instrument to be the voluntary act and deed of [illegible] by it voluntarily executed.

Russell E. Barker
Notary Public in and for Polk County, Iowa
Russell E. Barker

I, Donald H. Gerdom, City Clerk of the City of Des Moines, Iowa, do hereby certify that the within and foregoing Flood Control Easement Deed from Dico Corporation to the City of Des Moines, Iowa was duly approved and accepted by the City Council of said City of Des Moines by Resolution and Roll Call No. 9248, passed on the 19th day of August, 19 68 and this certificate is made pursuant to authority contained in said Resolution.

Signed this 19th day of August, 19 68

Donald H. Gerdom, City Clerk of the City of Des Moines, Iowa.

FLOOD CONTROL

TEMPORARY EASEMENT DEED

KNOW ALL MEN BY THESE PRESENTS, that Des Moines Union Railway Company of Polk County, Iowa, in consideration of the sum of One (1) and no/100 Dollar, in hand paid by the City of Des Moines, Iowa, does hereby grant, bargain, sell and convey unto the City of Des Moines, Iowa, and its assigns, an assignable easement and right-of-way in, on, over and across the land hereinafter described for the purpose of entering thereon at any time to haul, transport, dump, place, store, maneuver, manage and remove materials and equipment in connection with the construction of a flood protection project, together with the right at any time to trim, cut, fell and remove underbrush, obstructions and other vegetation, structures or obstacles within the limits of the right-of-way for the period commencing with the date of this deed and ending Dec. 1, 1972 following the date of completion of construction, currently scheduled for completion on the November 1971, provided, however, that the easement and right-of-way herein granted shall terminate and expire on the first day of December 1972, unless sooner terminated by the completion of construction and the expiration of the period of one (1) year thereafter.

Said land is described as follows:

A fifteen (15) foot strip of ground located in Lot "A" Dico Plat Number one (1), an Official Plat, said fifteen (15) foot strip lying northeasterly and easterly of adjacent and parallel to the southwestern and western line of said Lot "A", said strip of ground extending from the east line of said Lot "A" to the southeastern corner of Lot "B", Dico Plat Number one (1), an Official Plat, now included in and forming a part of the City of Des Moines, Iowa.

The foregoing grant includes an assignable right of entry whereby the City of Des Moines, Iowa, can grant to the UNITED STATES OF AMERICA, and its contractors permission to enter upon the land hereinabove described for the purpose of performing the proposed work or any part of the proposed work within the period of the grant, which assignable right of entry shall be without limitation whatsoever except that any exercise or reexercise of the right be within the period of grant.

Said rights, privileges, and easements are conveyed subject to existing easements for public roads and highways, public utilities, and railroads, and pipelines in place.

And Des Moines Union Railway Company does hereby covenant with the City of Des Moines, Iowa that it holds said premises by good and perfect title; that it has good right and lawful authority to sell and convey the same; and the said Des Moines Union Railway Company does hereby covenant to warrant and defend the title to the said premises against the lawful claims of all persons whomsoever.

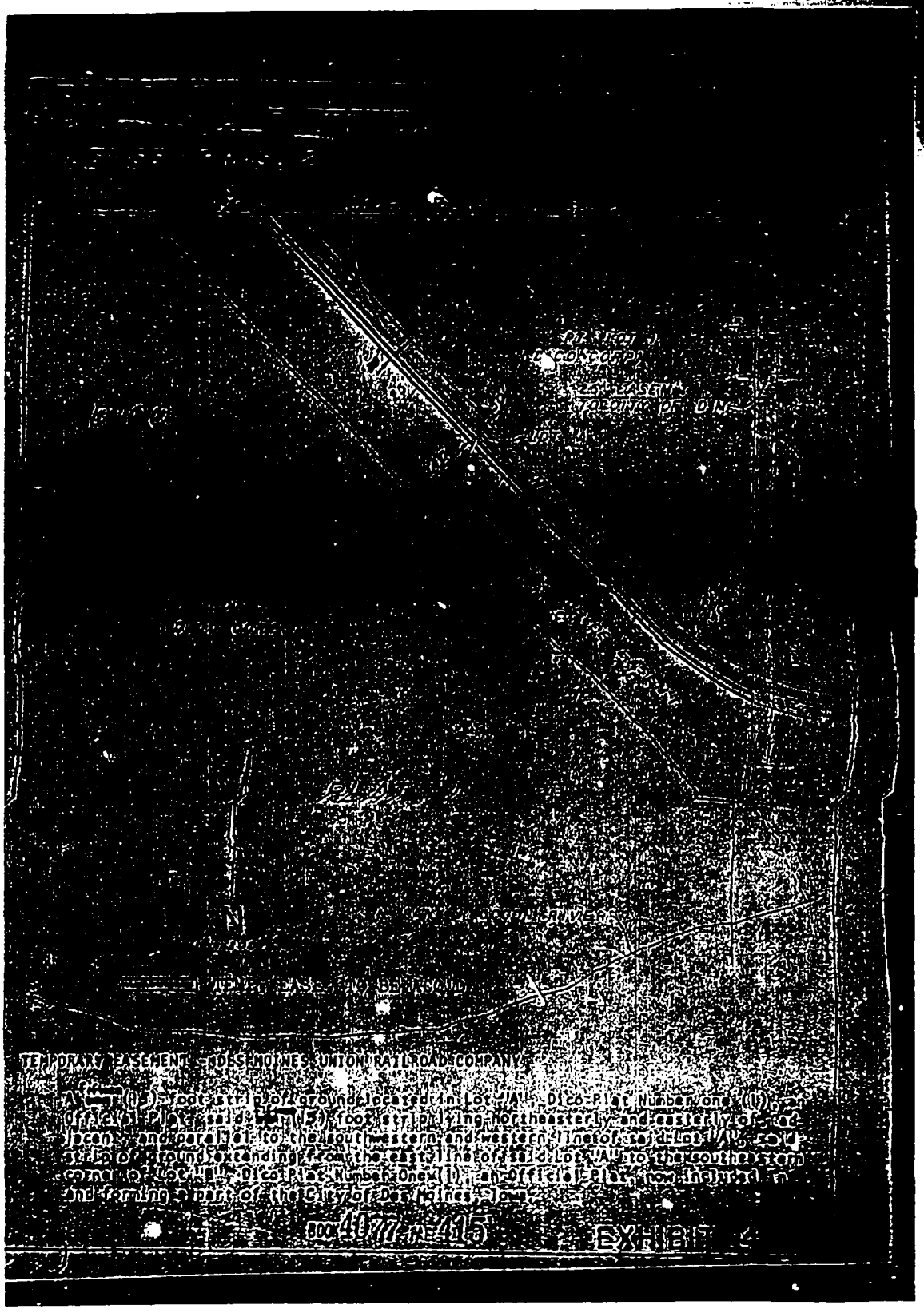
Signed this 22 day of OCTOBER, 1969.

Des Moines Union Railway Company

By J. McGinn
President

Attest:

Geo. F. Hubbell
Secretary

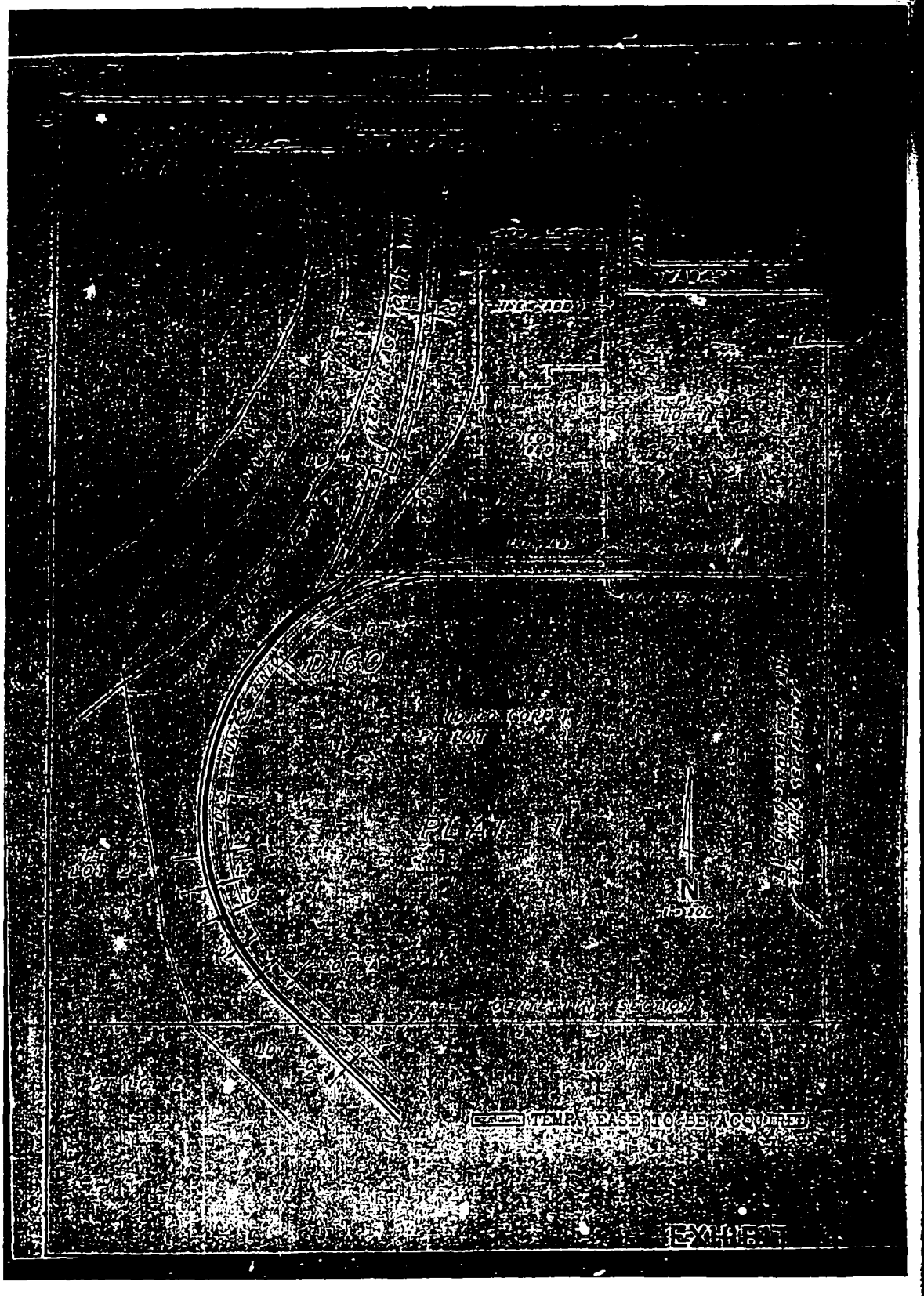


TEMPORARY EASEMENT - DES MOINES UNION RAILROAD COMPANY

A (15) foot strip of ground located in Lot "A" - Dico Plat Number One (1), an Official Plat; said (15) foot strip lying Northeasterly and easterly of and adjacent and parallel to the southwestern and western line of said Lot "A" - said strip of ground extending from the east line of said Lot "A" to the southeastern corner of Lot "1" - Dico Plat Number One (1), an Official Plat, now included in and forming a part of the City of Des Moines, Iowa.

BOOK 4077 PAGE 415

EXHIBIT


DIGO
PLAT
N
TEMP. EASE TO BE ACQUIRED
EXHIBIT

Parcel No. [illegible]
[illegible] 294
Draft No. _____
Structure No. _____

EASEMENT

Located in
State _____
County _____
Township _____ North
Range _____ East of the P.M.
Section _____

KNOW ALL MEN BY THESE PRESENTS.

For and in consideration of the sum of One and no/100 Dollars ($ 1.00) and other valuable consideration in hand paid by the IOWA POWER AND LIGHT COMPANY, a corporation, receipt of which is hereby acknowledged, the undersigned DICO COMPANY, INC.

do hereby grant unto said IOWA POWER AND LIGHT COMPANY the right to construct, maintain and operate an electrical supply line, and the poles and other necessary equipment, upon, over, along and across certain real estate described below, together with the right to enter upon the said real estate for the purpose of constructing, maintaining or removing said line, and the right to trim or remove, with reasonable care, such trees as may interfere with the proper maintenance or operation thereof.

The overhead electric line easement to consist of a ten foot (10') wide strip of land being five (5) feet either side of a centerline described as follows:

Commencing at the northeast corner of Lot 1, Dico Plat 1, an Official Plat in and forming a part of the City of Des Moines, Iowa, thence south along the west line of S.W. 17th Street a distance of approximately 440 feet, thence west approximately 155 feet to the point of beginning (said point of beginning being an existing pole for an overhead electric line), thence northeasterly to a point on the east property line approximately 155 feet east and 30 feet north of the point of beginning.

This easement is for conductor overhang only. No poles or anchors will be installed on the above described property under the rights granted by this easement.

Consideration for this easement is less than $500.00.

The IOWA POWER AND LIGHT COMPANY will repair or pay for any damage which may be caused to crops, fences or other property of the undersigned by the construction, maintenance, operation, or removal of said line, and this easement shall be binding upon the heirs, successors, and assigns of both parties and shall continue until cancelled by mutual consent, or the removal and abandonment of said line.

DATED AT DES MOINES, IOWA, this 15 day of NOVEMBER, 1979.

DICO COMPANY, INC.

By: _____
John H Strouf

ACKNOWLEDGMENT

STATE OF IOWA
COUNTY OF POLK } SS:

On this 15 day of NOVEMBER A. D., 19 79, before me, a Notary Public, personally appeared John H. Strouf

to me known to be the person(s) who is (or are) named in and who executed the foregoing instrument, and acknowledged that he executed the same as his voluntary act and deed.

_____
Notary Public
Harold [illegible]

1980 735

GRANT OF EASEMENT

KNOW ALL MEN BY THESE PRESENTS: That Dico Company, Inc., does, for and in consideration of One Dollar ($1.00) and other valuable consideration in hand paid, give and grant the easements unto the City of Des Moines, Iowa for the use and benefit of the Board of Water Works Trustees of the City of Des Moines, Iowa, as a part of and in furtherance of the water intake and distribution system managed and controlled by such Board of Water Works Trustees.

Such easements are more particularly described on Exhibit "A" hereto attached and are identified thereon as being either a perpetual easement or a construction easement. As to all of such property as is described in Exhibit "A" as a perpetual easement, the Board of Water Works Trustees of the City of Des Moines, Iowa shall have a continuing and perpetual right to construct, repair, operate, inspect, and forever maintain a water transmission line and necessary appurtenances thereto, together with the right to enter upon such real estate by its employees, agents, and contractors for such purpose, and no structures, other than paving, shall be permitted or allowed upon such real estate except as the parties may hereafter agree in writing.

As to the real estate described on Exhibit "A" as a construction easement, the Board of Water Works Trustees of the City of Des Moines, Iowa shall have the right to go upon such real estate only for the purpose of the construction of the water transmission line and necessary appurtenances, which right, permission and easement shall terminate upon the completion of such construction but in all events no later than January 1, 1982.

The Board of Water Works Trustees of the City of Des Moines, Iowa agrees that as a further consideration for the easements herein mentioned that it will, upon the completion of any work of construction, repair, operation, inspection, or maintenance, cause the surface of the real estate to be restored to the condition it was immediately prior to such work to the extent reasonably possible.

Dated this 29 day of Sept, 1980.

DICO COMPANY, INC.

By: John H. Strouf
John H. Strouf, President

By: Harold E. McCarville
Harold E. McCarville, Secretary

INST. NO. 15239
POLK COUNTY, IOWA
FILED FOR RECORD
OCT -7 1980 A.M.
AT
WATE. SHINSTINE HOLSCHUH, Recorder
By: McGowan (Deputy)

STATE OF IOWA)
) SS:
COUNTY OF POLK)

On this 29 day of Sept, A.D., 1980, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared J.H. Strouf and H.E. McCarville, to me personally known, who, being by me duly sworn, did say that they are the President and Secretary, respectively, of said corporation executing the within and foregoing instrument to which this is attached, that (no seal has been procured by the said) (the seal affixed thereto is the seal of said corporation; that said instrument was signed (and sealed) on behalf of said corporation by authority of its Board of Directors; and that the said J.H. Strouf and H.E. McCarville as such officers acknowledged the execution of said instrument to be the voluntary act and deed of said corporation, by it and by them voluntarily executed.

Notary Public in and for the State of Iowa

BOOK 5048 PAGE 201

EXHIBIT A

A part of Lot 1 (except the North 150 feet thereof and except that part thereof described as follows: Beginning at the Southeast corner of said Lot 1, thence North along the East line thereof for a distance of 50 feet, thence Northwesterly for a distance of 200 feet to a point of intersection with the North right-of-way line to the Des Moines Union Railway Company, thence Southeasterly along said North right-of-way line to the point of beginning) in Dico Plat No. 1, an Official Plat, now included in and forming a part of the City of Des Moines, Polk County, Iowa, described as follows:

Perpetual Easement

A tract of land forty (40) feet in width in said Lot 1, except the North one hundred fifty (150) feet thereof and except railroad right-of-way, both as described hereinbefore, centered on a line described as follows:

Commencing at the intersection of the South right-of-way line of Wabash Street and the West right-of-way line of Southwest 17th Street, Block 4, City Place in said City of Des Moines, thence North along said West right-of-way line, with said West right-of-way line being the East line of said Lot 1, with said West right-of-way line having an assumed true bearing of N 0° 00' W, with all subsequent bearings referenced therefrom, a distance of three hundred eighty-two and fifty-two hundredths (382.52) feet to the point of beginning, with said point of beginning being twenty (20) feet south of the Southeast corner of said North one hundred fifty (150) feet of Lot 1; thence N 90° 00' W, a distance of three hundred fourteen and five tenths (314.5) feet to Point A, as shown on Exhibit B, thence N 90° 00' W, a distance of twenty (20) feet to Point B, on the West line of said Lot 1, as shown on Exhibit B; beginning again at said Point A, thence S 0° 33' E, a distance of eighty-seven and forty-six hundredths (87.46) feet to Point C, as shown on Exhibit B, thence S 0° 33' E, a distance of twenty (20) feet to Point D; beginning again at said Point C, thence S 71° 21' W, a distance of twenty-one and four hundredths (21.04) feet to the West line of said Lot 1.

Construction Easement

During construction, the easement shall include additional tracts of land (1) sixteen and seven tenths (16.7) feet in width, measured normal to the North line of the perpetual easement from the intersection of the North line of said additional tract from its intersection with the South line of said North one hundred fifty (150) feet, thence N 90° 00' W to its intersection with the West line of said Lot 1; (2) sixty-three and three tenths (63.3) feet in width, measured normal to the South line of the perpetual easement beginning at the East line of said Lot 1, thence N 90° 00' W, a distance of two hundred fourteen and five tenths (214.5) feet and (3) the South one hundred sixty-three and three tenths (163.3) feet of the North one hundred eighty-three and three tenths (183.3) feet of the West one hundred twenty (120) feet of that part of said Lot 1 lying south of the perpetual easement described from the East line of said Lot 1 to Point B less the perpetual easement previously described and lying within said tract. This easement shall only be used for construction purposes.

A part of Lot C, except the North one hundred fifty (150) feet thereof, in Dico Plat No. 1, an Official Plat, now included in and forming a part of the City of Des Moines, Polk County, Iowa, described as follows:

Perpetual Easement

Commencing at the intersection of the South right-of-way line of Wabash Street and the West right-of-way line of Southwest 17th Street, Block 4, City Place in said City of Des Moines, thence North along said West right-of-way line, with said West right-of-way line being the East line of Lot 1, Dico Plat No. 1, with said West right-of-way line having an assumed true bearing of N 0° 00' W, with all subsequent bearings referenced therefrom, a distance of three hundred eighty-two and fifty-two hundredths (382.52) feet to a point twenty (20) feet south of the Southeast corner of said North one hundred fifty (150) feet of Lot 1, thence N 90° 00' W, a distance

OCT 6 1980

15964

5022

EASEMENT FOR ACCESS

OCT 13 1980

KNOW ALL MEN BY THESE PRESENTS:

That DICO COMPANY, INC. (hereinafter called "Grantor") in consideration of the sum of ONE DOLLAR ($1.00), in hand paid by the City of Des Moines, Iowa, a Municipal Corporation, does hereby sell, grant, and convey unto the CITY OF DES MOINES, a perpetual easement and right of way through and across:

LEGAL DESCRIPTION (Easement #1)

That portion of Lots 1, 2 and B, DICO PLAT No. 1 an Official Plat included in and forming a part of Des Moines, Iowa, as shown by Exhibit "B" and Exhibit "C" attached hereto and made a part hereof, more particularly described as follows: Commencing at the Norhtwest corner of Lot 1 DICO PLAT No. 1; thence S 0°32'50"E 394.84 feet along the West line of Lot 1 to the point of beginning; thence N 14°42'50"W 140.00 feet; thence N 26°02'50"W 122.10 feet; thence N 10°30' E 18.89 feet to a point on a curve concave to the Southwest having a radius of 1879.10 feet; thence northwesterly 44.59 feet along said curve through a central angle of 1°21'35"; thence S 31°35'30"E 44.85 feet; thence S 26°02'50"E 119.87 feet; thence S 14°42'50"E 136.65 feet; thence S 0°32'50"E 112.79 feet; thence S 2°04'30"W 152.92 feet; thence S 9°00'10"W 148.17 feet; thence S 16°00'10"W 147.74 feet; thence S 26°10'10"W 127.20 feet; thence S 37°20'10"W 127.39 feet; thence S 46°30'46"W 130.07 feet; thence S 39°46'53"W 152.64 feet; thence S 66°29'20" E 21.0 feet; to a point on the North line of Lot A on a curve concave to the southeast having a radius of 439.90 feet; thence northeasterly 136.27 feet along said curve on the north line of Lot A through a central angle of 17°44'58" to a point of tangency; thence N 41°15' 40"E 12.08 feet to a point on a curve concave to the southeast having a radius of 508.69 feet; thence northeasterly 152.07 feet along said curve through a central angle of 57°17'45"; thence N 37°20'10"E 109.55 feet; thence N 26°10'10"E 130.00 feet; thence N 16°00'10"E 150.00 feet; thence N 9°00'10"E 150.00 feet; thence N 2°04'30"E 154.17 feet to a point on the west line of Lot 1; thence N 0°32'50"W 115.00 feet along the west line of Lot 1 to the point of beginning containing 18461.93 square feet.

and

LEGAL DESCRIPTION (Easement #2)

That portion of Lot A, DICO PLAT No. 1, an Official Plat included in and forming a part of Des Moines, Iowa as shown by Exhibit B attached hereto and made a part hereof, more particularly described as follows: Beginning at the Southwest Corner of Lot B, DICO PLAT No. 1, said point being on the north line of Lot A, and on a curve concave to the Southeast having a radius of 508.69 feet; thence Southwesterly 118.51 feet along said curve through a central angle of 13°23'56" to a point of tangency; thence S 41°15'40" W 12.08 feet to the beginning of curve concave to the Southeast having a radius of 439.90 feet; thence Southwesterly 136.27 feet along said curve through a central angle of 17°44'58"; thence N 38°09'04"E [illegible] feet; thence N 46°56'05"E 129.87 feet; thence N 37°20'10"E [illegible] feet to a point on the north line of Lot A and on a curve concave to the Southeast having a radius of 508.69 feet; thence southwesterly [illegible] feet along said curve through a central angle of [illegible] to the point of beginning, containing 3,238.48 square feet.

For access purposes with the right to construct and forever maintain

[illegible] a driveway through and across that real property above-described but for no other use or purpose whatsoever.

IN WITNESS WHEREOF said Corporation has caused this instrument to be duly executed this 22d day of September, 1980.

DICO COMPANY, INC.

By John H. Strouf
John H. Strouf, President

By Harold E. McCarville
Harold E. McCarville, Sec.

200 S.W. 16th Street
Des Moines, Iowa 50315

STATE OF IOWA
COUNTY OF POLK } SS:

On this 22 day of September, 1980, before me, the undersigned, a Notary Public in and for said State, personally appeared John H. Strouf and Harold E. McCarville, to me personally known, who, being by me duly sworn, did say that they are the President and Secretary, respectively, of said corporation; that the seal affixed thereto is the seal of said corporation and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors; and that John H. Strouf and Harold E. McCarville as such officers, acknowledged the execution of said instrument to be the voluntary act and deed of said corporation, by it and by them voluntarily executed.

Nanda M. [illegible]
Notary Public in and for the
State of Iowa

IOWA STATE BAR ASSOCIATION
Official Form No. 1

WARRANTY DEED
(CORPORATE)

2/1-22-74 MJ

Know All Men by These Presents:

That Dico Company, Inc.

having its principal place of business at Des Moines in Polk County and State of Iowa a corporation organized and existing under the laws of Iowa in consideration* of the sum of ONE DOLLAR ($1.00) and other good and valuable consideration

in hand paid does hereby CONVEY unto Meredith Corporation

Grantees' Address: 1716 Locust Street - Des Moines, Iowa 50309

the following described real estate situated in Polk County, Iowa, to-wit:

The North one hundred fifty (150) feet of Lots One (1), Two (2), and "C" in DICO PLAT No. 1, an Official Plat, as measured normal to the North line of said Lots 1, 2 and "C" (except the East three (3) feet of said Lot 1) and the South fifty (50) feet of the Minneapolis & St. Louis Railway Right-of-way as measured normal to the center line of said Right-of-way lying North and adjacent to said Lots 1, 2 and "C" (except that part lying North of the East three (3) feet of said Lot 1, Dico Plat No. 1), all now included in and forming a part of the City of Des Moines, Iowa.

Filed to record indexed and delivered to County Auditor this 21 day of 1974 at 2 o'clock P.M.
Recorder's and Auditor's fee $3.50 paid
M. Calhoun
Deputy Recorder

This deed is given subject to any and all easements, restrictions and reservations of record.

And said Corporation hereby covenants with said grantees, and successors in interest, that it holds said real estate by title in fee simple; that it has good and lawful authority to sell and convey the same; that said premises are free and clear of all liens and encumbrances whatsoever, except as may be above stated; and it covenants to Warrant and Defend the said premises against the lawful claims of all persons whomsoever, except as may be above stated.

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

IN WITNESS WHEREOF said corporation has caused this instrument to be duly executed this 18th day of January 19 74

DICO COMPANY, INC.

By F.A. DePuydt, President Title

By H.E. McCarville, Secretary Title

200 S. W. 16th Street
Des Moines, Iowa
(Grantors' Address)

Filed for Rec. Polk County Ill. Book and transfer Book on the 22 day of 1974 by recorder. P.M. Moon Deputy County Auditor

STATE OF IOWA POLK COUNTY, ss.

On this 18 day of January A.D. 19 74 before me, the undersigned, a Notary Public in and for said County and said State, personally appeared F. A. DePuydt and H. E. McCarville to me personally known, who being by me duly sworn, did say that they are the president and secretary respectively, of said corporation; that (the seal affixed thereto is the seal of said) corporation; that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors; and that the said F. A. DePuydt and H. E. McCarville as such officers acknowledged the execution of said instrument to be the voluntary act and deed of said corporation, by it and by them voluntarily executed.

W. C. O'Brien
Notary Public in and for said County and said State.

BOOK 4472 PAGE 141

L. CORPORATE FORM
The Printing House, Ia. 50309

IOWA STATE BAR ASSOCIATION
Official Form No. 4

QUIT CLAIM DEED

POLK COUNTY, IOWA
FILED FOR RECORD
AT 9:30 JAN 2 1974 P.M.
KENNETH W. FENTON, RECORDER

Know All Men by These Presents: That Dico Company, Inc.

2/1-22-74

in consideration of the sum of

ONE DOLLAR ($1.00)

in hand paid do hereby Quit Claim unto Meredith Corporation

Grantees' Address: 1716 Locust Street - Des Moines, Iowa 50309

all our right, title, interest, estate, claim and demand in the following described real estate situated in Polk County, Iowa, to-wit:

The East three (3) feet of the North 150 feet of Lot 1, Dico Plat No. 1, an Official Plat;

and

The East three (3) feet of that part of the South 50 feet of the Minneapolis & St. Louis Railway Right-of-way as measured normal to the center line of said right-of-way, lying North of and adjacent to said Lot 1, Dico Plat No. 1, an Official Plat;

all now included in and forming a part of the City of Des Moines, Iowa.

Each of the undersigned hereby relinquishes all rights of dower, homestead and distributive share in and to the above described premises.

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

Signed this 11th day of [illegible]

President

By E. E. McCarville Secretary

200 S. W. 16th Street

Des Moines, Iowa

(Grantors' Address)

STATE OF IOWA, COUNTY OF

On this day of A.D. 19

before me the undersigned, a Notary Public in and for the State of Iowa personally appeared

to me known to be the identical persons named in and who executed the foregoing instrument and acknowledged that they executed the same as their voluntary act and deed.

Notary Public in and for the State of Iowa

State of Iowa, Polk County ss.
Entered upon transfer books and for taxation this 12 day of Jan. 19 74
My fee paid by recorder.
JIM MALONEY, County Auditor

SEE OTHER SIDE FOR CORPORATE ACKNOWLEDGMENT

From the above named Grantor to the above named Grantees:

STATE OF IOWA
COUNTY OF

Filed for record this day of A.D. 19
at o'clock M. and recorded in Book of
on page

Filed to record indexed and delivered to Deputy
County Auditor this 21 day of 1 yr 74
at o'clock M. Recorder

FEE $ Paid

WHEN RECORDED RETURN TO Recorder's and Auditor's fee $ 6.50 paid
M. Calibrogl
Deputy Recorder

Name

Address

BOOK 4422 PAGE 716

QUIT CLAIM DEED

TO THE RECORDER:
ONLY TO THE EXTENT THAT ONE OR BOTH OF THE ACKNOWLEDGMENTS HEREUNDER ARE DULY EXECUTED SHOULD THE PRINTED MATTER BELOW BE MADE OF RECORD AS A PART OF THIS DEED.

STATE OF _____ COUNTY ss.

On this _____ day of _____ A. D. 19 ____ before me, the undersigned, a Notary Public in and for said County and State personally appeared _____

to me known to be the identical persons named in and who executed the foregoing instrument and acknowledged that they executed the same as their voluntary act and deed

_____ Notary Public in and for said County and State

STATE OF IOWA
COUNTY OF POLK } ss

On this 14 day of January A. D. 19 74 before me the undersigned a Notary Public in and for said County and State personally appeared F. A. DePuydt and H. E. McCarville to me personally known, who, being by me duly sworn, did say that they are the president and secretary respectively of said corporation; that said instrument was signed [redacted] corporation; that said instrument was signed [redacted] (the seal affixed thereto is the seal of said corporation) by authority of its Board of Directors; and that the said F.A. DePuydt and H. E. McCarville as such officers acknowledged the execution of said instrument to be their voluntary act and deed of said corporation, by it and by them voluntarily executed.

_____ Notary Public in and for said County and State

Quit Claim Deed

TO

Entered upon transfer books and for taxation this ____ day of _____ 19 ____
Auditor
By _____ Deputy

Filed for record, indexed and delivered to County Auditor this ____ day of _____ 19 ____
at ____ o'clock ____ M., and recorded in Book ____ of ____ on page ____ of ____ County Records
Recorder's and Auditor's fee $ ____ PAID
_____ Auditor
By _____ Deputy

WHEN RECORDED RETURN TO

Book 4422 page 772 A

STATE OF IOWA }
COUNTY OF POLK } ss:

On this day of A. D. 19 80, before me, the undersigned, a Notary Public in and for said County and State, personally appeared John H. Strouf and Harold E. McCarville to me personally known, who, being by me duly sworn, did say that they are the President and Secretary respectively of said corporation; that (no seal has been procured by the said) corporation; that said instrument was signed (and sealed) on behalf of said corporation by authority of its Board of Directors; and that the said John H. Strouf and Harold E. McCarville as such officers acknowledged the execution of said instrument to be the voluntary act and deed of said corporation, by it and by them voluntarily executed.

Wanda M. Buer
Notary Public in and for said County and State

IOWA
OFFICIAL SEAL

BOOK 5048 PAGE 642

Quit Claim Deed

TO

Entered upon transfer books and for taxation this day of 19
Auditor
By Deputy

Filed for record, indexed and delivered to County Auditor this day of 19 at o'clock M., and recorded in Book of on page County Records
Recorder's and Auditor's fee $ PAID
Auditor
By Deputy

WHEN RECORDED RETURN TO

Return to
CITY CLERK CITY HALL

INST # 049513
RECORDING FEE 39.00
AUDITOR FEE 5.00

FILED FOR RECORD
POLK COUNTY, IOWA
01 NOV 21 P 2:33.7
TIMOTHY J. BRIEN
RECORDER

Polk County Sheriff's Office
Bob E. Rice, Sheriff

TO: Polk County Recorder's Office **DATE:** Oct 17, 2001

FROM: M. L. Aschbrenner **SUBJECT:** Condemnation File

PLEASE RECORD ATTACHED PAPERS AND PROVIDE ME WITH

A COPY OF THE FIRST AND LAST PAGE.

THANK YOU.

M. L. Aschbrenner

RETURN TO:

CITY OF DES MOINES
400 EAST FIRST ST
DES MOINES IA 50309

COPY SENT TO
SECRETARY
OF STATE

BK9064PG277

IN THE SHERIFF'S OFFICE OF POLK COUNTY, IOWA

In the Matter of the Condemnation of Certain Rights in Land for Martin Luther King, Jr. Parkway Project (DICO, Inc.) by the City opf Des Moines, Iowa, IA077011A

SHERIFF'S CERTIFICATE OF

COSTS AND AWARDS

TO: Clerk of Polk County District Court/Polk County Recorder

I hereby certify that the appointed commissioners in the above entitled condemnation commission proceedings convened at the Midland Bldg., 206 - 6th Avenue on the 5th day of September, 2001, and thereupon proceeded to view the premises and the commission did thereafter on the 5th day of September, 2001, file their written report with me awarding damages as follows:

TITLEHOLDERS, ENCUMBRANCERS AND LIENHOLDERS	PROPERTY ADDRESS
TITLEHOLDER: DICO INC., fka Dico Company, Inc. fka Dico Corporation, fka Dairy Industries, Inc., 2701 Spruce Street, Quincy, IL 62301 Registered Agent: Cheri T. Holley, c/o DICO INC., 2345 E Market Street, Des Moines, IA 50316	200 SW 16th Street

LIENHOLDERS, ENCUMBRANCERS, LEASEHOLDERS AND EXISTING EASEMENT INTERESTS:

City of Des Moines c/o City Clerk, City Hall
400 E First Street, Des Moines, IA 50309

Mid-American Energy Company successor by merger to
Iowa Power and Light Company, P.O. Box 657, Des Moines, IA 50303

City of Des Moines, Iowa, Board of Water Works Trustees
City of Des Moines, Water Works, 2201 Valley Drive, Des Moines, IA 50321

TAXING AUTHORITY:

Polk County, Iowa c/o Polk County Auditor
Polk County Administration Bldg, 111 Court Ave, DM 50309

$2,650.00 AWARD – PAID

HOURLY RATE OF $10.00 FOR TIME IN EXCESS OF 500 HOURS

The application for condemnation was filed with the recorder on the 25th day of July, 2001, in Book number 8918, page number 652.

DATE OF MAILING THE NOTICE OF APPRAISEMENT OF DAMAGES TO CONDEMNEES SEPTEMBER 5, 2001

AWARDS DEPOSITED BY APPLICANT 9/27/01

clk 10-5-01 NOTICE OF APPEAL FILED BY Dico, Inc.

DATE OF APPEAL 10/4/01

COMMISSIONERS FEES-EXPENSES			SHERIFF'S CIVIL FEES	
1. Clarke Stewart	$234.45	rec'd 9/27/01	Attend Jury	$100.00
2. Jack McWilliams	235.95		County Fees	7.60 rec'd 9/27/01
3. Anthony Pignori	213.78		Publication Fees	149.00
4. Jerry Evans	222.20	Sent 9/28/01		
5. Reed Backstrom	215.07			
6. Jack Roberts	219.40			
TOTAL	1,340.83		TOTAL	256.60

I further certify that the attached papers are the full and complete original files in the proceedings and the statement accompanying the same are correct and true. Given under my hand this 5th day of September, 2001.

BOB E. RICE, SHERIFF OF POLK COUNTY

by T. K. [illegible]
M.L. Aschbrenner

TO RECORDER

DOCKET NO. 01-507
SHERIFF'S FILE NO. 63256

'01 JUL 25 PM 3:30
DENNIS M. ANDERSON
SHERIFF
POLK COUNTY, IOWA

Prepared by: Emily Gould Chait, Assistant City Attorney, City Legal Department, 400 East First Street, Des Moines, Iowa 515-283-4130

IN THE SHERIFF'S OFFICE OF POLK COUNTY, IOWA

IN THE MATTER OF THE CONDEMNATION OF CERTAIN RIGHTS IN LAND FOR MARTIN LUTHER KING, JR. PARKWAY PROJECT (DICO INC.)	)
by the	) APPLICATION FOR CONDEMNATION
CITY OF DES MOINES, IOWA, IA077011A, Applicant.	)

TO: ARTHUR E. GAMBLE, CHIEF JUDGE, FIFTH JUDICIAL DISTRICT

YOU ARE HEREBY NOTIFIED that the Applicant City of Des Moines, Iowa, a municipal corporation, desires to take, acquire and condemn a temporary easement interest in the property hereafter described. The City of Des Moines desires the rights specified in the property sought to be condemned for use for the Martin Luther King, Jr. Parkway Project.

PART 1 - DESCRIPTION OF PROPERTY AND PROPERTY INTEREST TO BE ACQUIRED; PUBLIC USE OR PURPOSE FOR THE TAKING; NATURE OF THE TEMPORARY EASEMENT INTEREST.

1. The property in which a temporary easement interest is sought to be acquired for the Martin Luther King, Jr. Parkway Project is shown as the Easement Area on the attached Acquisition Plat. Said Acquisition Plat is marked Exhibit A and is by this reference made a part hereof. The Easement Area is legally described as follows:

LEGAL DESCRIPTION OF THE EASEMENT AREA--Temporary Access Easement Interest-City of Des Moines, Iowa:

ALL OF DICO PLAT NO. 1, AN OFFICIAL PLAT, ALL NOW INCLUDED IN AND FORMING A PART OF THE CITY OF DES MOINES, POLK COUNTY, IOWA, EXCEPTING THEREFROM THE FOLLOWING DESCRIBED PARCELS:

EXCEPT THE NORTHERLY 150.00 FEET OF SAID LOTS ONE (1), TWO (2) AND C.

EXCEPT BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT ONE; THENCE NORTH ON THE EAST LINE OF SAID LOT ONE A DISTANCE

OF 50.00 FEET; THENCE NORTHWESTERLY A DISTANCE OF 200.00 FEET TO THE POINT OF INTERSECTION WITH THE NORTH RIGHT-OF-WAY LINE OF THE DES MOINES UNION RAILWAY COMPANY (ALSO THE NORTHERLY LINE OF LOT A OF SAID DICO PLAT NO 1), THENCE SOUTHEASTERLY ON SAID NORTH RIGHT-OF-WAY LINE TO THE POINT OF BEGINNING.

EXCEPT THAT PART OF SAID LOT 2 LYING SOUTH OF THE FOLLOWING DESCRIBED LINE: BEGINNING AT A POINT ON THE EAST LINE OF SAID LOT 2, SAID POINT BEING THE INTERSECTION OF THE SOUTH LINE OF LOT A OF SAID DICO PLAT NO. 1 AND THE EAST LINE OF SAID LOT 2 (THE EAST LINE OF SAID LOT 2 IS ASSUMED TO BEAR NORTH 00° (DEGREES) 10' (MINUTES) 44" (SECONDS) EAST FOR THE PURPOSE OF THIS DESCRIPTION); THENCE NORTHWESTERLY ON A 434.66-FOOT RADIUS CURVE CONCAVE NORTHEASTERLY AND HAVING A 179.98-FOOT LONG CHORD BEARING NORTH 57°16'59" WEST A DISTANCE OF 181.29 FEET (ARC LENGTH); THENCE NORTH 45°35'39" WEST A DISTANCE OF 1,159.97 FEET, THENCE NORTHERLY ON A 461.83-FOOT RADIUS CURVE CONCAVE EASTERLY AND HAVING A 400.30-FOOT LONG CHORD BEARING NORTH 19°54'39" WEST A DISTANCE OF 414.02 FEET (ARC LENGTH); THENCE NORTH 05°46'30" EAST A DISTANCE OF 14.02 FEET; THENCE NORTHERLY ON A 439.90-FOOT RADIUS CURVE CONCAVE EASTERLY AND HAVING A 135.71-FOOT LONG CHORD BEARING NORTH 14°38'52" EAST A DISTANCE OF 136.26 FEET (ARC LENGTH); THENCE NORTH 66°59'12" WEST A DISTANCE OF 142.89 FEET TO THE WEST LINE OF SAID LOT 2

EXCEPTING THAT PART OF SAID LOT ONE LYING EASTERLY OF THE SOUTHERLY EXTENSION OF THE WEST LINE OF S.W. 17TH STREET AND NORTHERLY OF THE FOLLOWING DESCRIBED LINE: BEGINNING AT A POINT ON THE MOST EASTERLY LINE OF SAID LOT ONE, SAID POINT BEING 459.90 FEET SOUTH OF THE NORTHEASTERLY CORNER OF SAID LOT ONE, THENCE WESTERLY 90°00'00" FROM THE MOST EASTERLY LINE OF SAID LOT ONE A DISTANCE OF 854.55 FEET

EXCEPTING THAT PART OF SAID LOT ONE LYING SOUTH OF THE FOLLOWING DESCRIBED LINE: BEGINNING AT A POINT ON THE MOST EASTERLY LINE OF SAID LOT ONE, SAID POINT BEING 459.90 FEET SOUTH OF THE NORTHEASTERLY CORNER OF SAID LOT ONE; THENCE WESTERLY 90°00'00" FROM THE MOST EASTERLY LINE OF SAID LOT ONE A DISTANCE OF 854.55 FEET.

CONTAINING APPROXIMATELY 515,557 SQUARE FEET, OR 11.84 ACRES

PROPERTY ADDRESS: 200 SW 16th Street, Des Moines, Iowa

2. The said temporary easement interest will be used by the City of Des Moines for the purpose of undertaking the following activities for the following purposes in support and advancement of the construction of the Martin Luther King, Jr. Parkway Project, East-West

Phase (hereinafter "the Project") upon the Easement Area:

(a) Survey of the Easement Area to determine the boundaries and other physical features thereof in anticipation of the construction of Martin Luther King, Jr. Parkway improvements thereon;

(b) Conduct a geotechnical audit of a portion of the Easement Area, through the taking of soil borings, to determine the load bearing capacity and other characteristics of that portion of the Easement Area and its ability to accommodate the construction of Martin Luther King, Jr. Parkway improvements thereon;

(c) Conduct an environmental audit of the Easement Area, to determine the presence and extent of environmental contaminants therein (including but not limited to petroleum hydrocarbons, COCs, VOCs, Semi-VOCs, heavy metals and/or PCBs), and to determine the impact that the construction of the Martin Luther King, Jr. Parkway improvements thereon would have on such environmental contaminants and on current efforts to remediate the Easement Area. Such audit may include the construction and development of soil boreholes and temporary or long-term monitoring wells to gain access to the underlying soils and groundwater table in order to obtain soil and groundwater samples for laboratory analysis to establish the horizontal and vertical extent of soil and/or groundwater contamination. Soils which are excavated or otherwise disturbed during the course of said audit, and which contain contaminants (petroleum hydrocarbons, COCs, VOCs, Semi-VOCs, heavy metals and/or PCBs) above action levels, will be removed and disposed of off-site at an approved treatment facility. The environmental audit will be performed in order to assist the City in determining if additional or different remedial activities will be required in order to undertake the construction of the Martin Luther King, Jr. Parkway improvements on the Easement Area. Remedial activities may include the relocation of extraction wells, pumps or related equipment located on the Easement Area, such remedial activities to be undertaken only with the approval and at the direction of the U.S. Environmental Protection Agency.

3. The temporary easement shall be for a period of two years from and after the date of condemnation, and during said two year period the City, its employees, agents, consultants and/or contractors will be present upon and occupy the Easement Area or a portion thereof for a combined total of not more than 500 hours. In the event the Easement Area or any portion thereof is occupied in excess of 500 hours during said two year period, the condemnee/property owner shall be further compensated at a per hour rate to be determined by the Compensation Commission for each additional hour of occupancy in excess of 500 hours.

4. It is understood that the City may have to share the results of its environmental audit with State and/or Federal agencies in order for the Project to be undertaken and completed on the Easement Area.

5. If the Easement Area is damaged as a direct result of the survey or audit activities undertaken on the Easement Area by the City, its employees, agents, contractors and/or consultants, the City will, at the City's discretion, either repair the Easement Area or pay for the damage. The City will perform, or reimburse the condemnee/property owner for performing, any backfilling or restoration work on the Easement Area necessitated by the performance of survey or audit activities, including the restoration of surface improvements and any plantings thereby disturbed, to the pre-excavation condition to the satisfaction of the condemnee/property owner.

6. The City or its agents, consultants and/or contractors will notify the condemnee/property

owner, at least 24 hours prior to entering upon the Easement Area for purposes of conducting survey or audit activities. The City will keep the condemnee/property owner informed of the progress of the environmental audit activities, to notify the condemnee/property owner when the audit has been completed, and, at the condemnee/property owner's request, to share any information obtained, including audit reports, with the condemnee/property owner.

7. The City's contact agent for purposes of conducting audit activities is:

David Neal McGuffin, P.E., Environmental Engineer,
City of Des Moines Engineering Department
City Hall, 400 East 1st Street, Des Moines, Iowa, 50309-1809
Telephone: (515) 283-4028.

8. The City and its agents, consultants and/or contractors will comply at all times during the term of this temporary easement with all applicable ordinances and laws of any City, county, or state government of the United States Government, and of any political division or subdivision or agency, authority or commission thereof which may have jurisdiction to pass laws or ordinances with respect to the Easement Area.

PART II NAMES OF RECORD OWNERS AND HOLDERS OF LIENS AND ENCUMBRANCERS OF THE EASEMENT AREA.

The names and addresses of all record owners and holders of liens and encumbrancers with respect to the Easement Area, as far as shown, are as follows:

Titleholders:

DICO INC., f/k/a Dico Company, Inc., f/k/a Dico Corporation,
f/k/a Dairy Industries, Inc., 2701 Spruce St., Quincy, IL 62301
Registered Agent: Cheri T. Holley, c/o DICO INC.,
2345 E. Market St., Des Moines, IA 50316

Leinholders, Encumbrancers, Leaseholders and Existing Easement Interests:

City of Des Moines
c/o City Clerk, City Hall, 400 East First Street, Des Moines, IA 50309
Easement for Sewer Right-of-Way - Book 3880, Page 456
Flood Control Easement Deed - Book 3895, Page 489
Flood Control Easement Deed - Book 3977, Page 345
Easement for Access - Book 5048, Page 643

Mid-American Energy Company, successor by merger to
Iowa Power and Light Company
666 Grand Avenue, P.O. Box 657, Des Moines, IA 50303
Easement for Electrical Supply Line - Book 4980, Page 735

City of Des Moines, Iowa, for the use and benefit of the
Board of Water Works Trustees of the City of Des Moines, Iowa
Des Moines Water Works, 2201 Valley Drive, Des Moines, IA 50321
Grant of Easement for Water Intake and Distribution System - Book 5048, Page 201

Taxing Authority: Polk County, Iowa
Polk County Administration Building
111 Court Avenue, Des Moines, IA 50309

PART III. PROPERTY INTERESTS NECESSARY TO ACHIEVE THE PUBLIC PURPOSE AND PROPERTY INTERESTS PROPOSED TO BE ACQUIRED FOR THE PROJECT.

The Acquisition Plat, marked as Exhibit A and attached hereto and made a part hereof, identifies those portions of the condemnee's property, the Easement Area, which are required by the City of Des Moines for the purposes of conducting a survey and geotechnical and environmental audits in conjunction with the Martin Luther King, Jr. Parkway Project. The City further asserts that said Easement Area constitutes the necessary minimum amount of land required to achieve the purpose herein identified. The City is acquiring the Temporary Access Easement described herein subject to the existing easement interests on this property

PART IV. GOOD FAITH EFFORTS MADE BY THE CITY TO NEGOTIATE THE PURCHASE OF THE PROPERTY.

The City represents and warrants that it has undertaken the following activities in attempting to negotiate the purchase of a temporary easement interest in the Easement Area from the condemnee/property owner:

(a) On October 4, 1999, by Roll Call No. 99-3144, the Des Moines City Council adopted a resolution authorizing the acquisition of all properties and property interest required for the Project.

(b) On April 19, 2001, the Real Estate Division of the City of Des Moines Engineering Department received a compensation estimate of the value of the temporary easement hereinabove described, prepared by Mr. Fred Lock, a professional real estate appraiser with Iowa Appraisal and Research Corporation. Said compensation estimate indicated a fair market value of the easement interest as of that date in the amount of $2,648.00.

(c) On May 1, 2001, the City Manager of the City of Des Moines approved the above referenced compensation estimate, establishing the fair market value of the temporary easement interest in the amount of $2,648.00, as determined by said compensation estimate.

(d) On May 9, 2001, the Real Estate Division of the City of Des Moines Engineering Department mailed to the condemnee/property owner an offer to purchase said temporary easement interest at the fair market value thereof, as set forth in the compensation estimate and as established by the City Council, together with a copy of the compensation estimate. The offer was also accompanied by a cover letter, informing the condemnee/property owner of its right to waive the 10 day waiting period for commencement of negotiations, and informing the condemnee/property owner of the requirement that the City negotiate for purchase of the property in good faith.

(e) Having received no response to the City's offer, the Real Estate Division corresponded with the condemnee/property owner by letter dated June 4, 2001, therein reiterating the City's offer of $2,650.00 for acquisition of the temporary easement interest, and indicating that the City's offer would remain open for acceptance by the

condemnee/property owner through June 15, 2001.

(d) The condemnee/property owner made no response to the Real Estate Division's June 4th letter, and City's offer to purchase the temporary easement interest expired on June 15, 2001.

NOW, THEREFORE, pursuant to a regularly adopted resolution by the City Council of the City of Des Moines, **YOU ARE HEREBY REQUESTED** to appoint a Compensation Commission to appraise the damages caused by this appropriation; said Commission to consist of six commissioners who shall be residents of Polk County, Iowa.

YOU ARE FURTHER REQUESTED to give written notice to the City of Des Moines, Iowa as soon as the commissioners have been appointed.

Dated this 30th day of July, 2001.

CITY OF DES MOINES, IOWA

Emily Gould Chafa

Emily Gould Chafa PK0011406
Assistant City Attorney
City Hall, 400 East First Street
Des Moines, IA 50309-1891
Telephone: (515) 283-4530

APPROVED this 23 day of July, 2001.

Chief Judge, Fifth Judicial District

In accord with Iowa Code Section 6B.3(7), I, the undersigned, certify under penalty of perjury and pursuant to the laws of the State of Iowa that this Original Application for Condemnation has been approved by the Chief Judge of the Fifth Judicial District.

Emily Gould Chafa

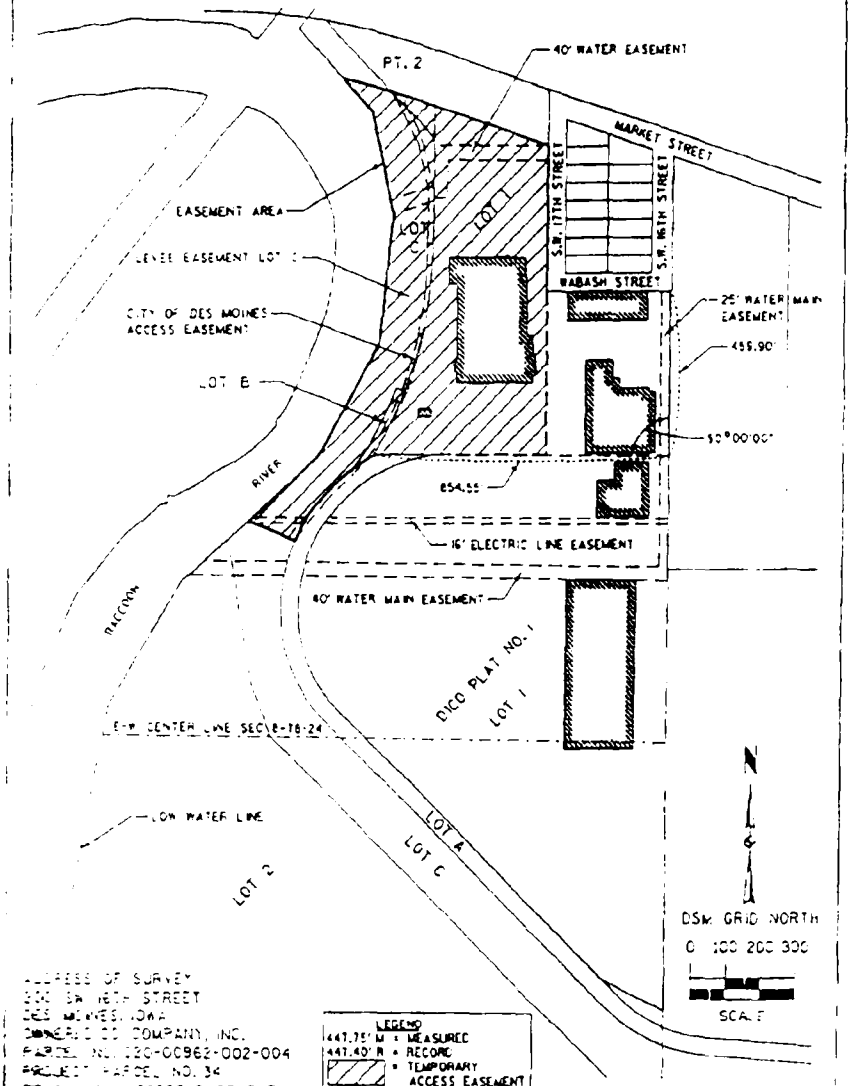
Emily Gould Chafa PK0011406
Assistant City Attorney
City of Des Moines, Iowa

Filed in my office at Des Moines, Iowa, this 25 day of July, 2001.

Sheriff of Polk County, Iowa

ACQUISITION PLAT

FOR THE CITY OF DES MOINES, IOWA



ADDRESS OF SURVEY
[illegible] S.W. 16TH STREET
DES MOINES, IOWA
OWNER: [illegible] COMPANY, INC.
PARCEL NO. 120-00962-002-004
PROJECT PARCEL NO. 34
TEMPORARY ACCESS EASEMENT

LEGEND
447.75' M = MEASURED
447.40' R = RECORD
= TEMPORARY ACCESS EASEMENT

MARTIN LUTHER KING JR PARKWAY
ARC NO. 28-[illegible]

I hereby certify that this Land Surveying document was prepared 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.

[illegible] Date

My license renewal date is December 31, 2002.
Pages or sheets covered by this seal.

EARTH TECH
DES MOINES, IOWA
(515) 244-[illegible]

EXHIBIT A SHEET [illegible]

B-516-26-G.

REV/BY:DATE:

ACQUISITION PLAT
FOR THE CITY OF DES MOINES, IOWA

LEGAL DESCRIPTION: TEMPORARY ACCESS EASEMENT

ALL OF DICO PLAT NO. 1, AN OFFICIAL PLAT, ALL NOW INCLUDED IN AND FORMING A PART OF THE CITY OF DES MOINES, POLK COUNTY, IOWA, EXCEPTING THEREFROM THE FOLLOWING DESCRIBED PARCELS:

EXCEPT THE NORTHERLY 150.00 FEET OF SAID LOTS ONE (1), TWO (2) AND C.

EXCEPT BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT ONE; THENCE NORTH ON THE EAST LINE OF SAID LOT ONE A DISTANCE OF 50.00 FEET; THENCE NORTHWESTERLY A DISTANCE OF 200.00 FEET TO THE POINT OF INTERSECTION WITH THE NORTH RIGHT-OF-WAY LINE OF THE DES MOINES UNION RAILWAY COMPANY (ALSO THE NORTHERLY LINE OF LOT A OF SAID DICO PLAT NO. 1); THENCE SOUTHEASTERLY ON SAID NORTH RIGHT-OF-WAY LINE TO THE POINT OF BEGINNING.

EXCEPT THAT PART OF SAID LOT 2 LYING SOUTH OF THE FOLLOWING DESCRIBED LINE: BEGINNING AT A POINT ON THE EAST LINE OF SAID LOT 2, SAID POINT BEING THE INTERSECTION OF THE SOUTH LINE OF LOT A OF SAID DICO PLAT NO. 1 AND THE EAST LINE OF SAID LOT 2 (THE EAST LINE OF SAID LOT 2 IS ASSUMED TO BEAR NORTH 00° (DEGREES) 10' (MINUTES) 44" (SECONDS) EAST FOR THE PURPOSE OF THIS DESCRIPTION); THENCE NORTHWESTERLY ON A 434.66-FOOT RADIUS CURVE CONCAVE NORTHEASTERLY AND HAVING A 179.98-FOOT LONG CHORD BEARING NORTH 57°16'59" WEST A DISTANCE OF 186.29 FEET (ARC LENGTH); THENCE NORTH 45°36'39" WEST A DISTANCE OF 1,159.97 FEET; THENCE NORTHERLY ON A 461.83-FOOT RADIUS CURVE CONCAVE EASTERLY AND HAVING A 400.30-FOOT LONG CHORD BEARING NORTH 19°54'39" WEST A DISTANCE OF 414.02 FEET (ARC LENGTH); THENCE NORTH 05°46'30" EAST A DISTANCE OF 14.02 FEET; THENCE NORTHERLY ON A 439.90-FOOT RADIUS CURVE CONCAVE EASTERLY AND HAVING A 135.71-FOOT LONG CHORD BEARING NORTH 14°38'52" EAST A DISTANCE OF 136.26 FEET (ARC LENGTH); THENCE NORTH 66°59'12" WEST A DISTANCE OF 142.89 FEET TO THE WEST LINE OF SAID LOT 2.

EXCEPTING THAT PART OF SAID LOT ONE LYING EASTERLY OF THE SOUTHERLY EXTENSION OF THE WEST LINE OF S.W. 16TH STREET AND NORTHERLY OF THE FOLLOWING DESCRIBED LINE: BEGINNING AT A POINT ON THE MOST EASTERLY LINE OF SAID LOT ONE, SAID POINT BEING 459.90 FEET SOUTH OF THE NORTHEASTERLY CORNER OF SAID LOT ONE; THENCE WESTERLY 90°00'00" FROM THE MOST EASTERLY LINE OF SAID LOT ONE A DISTANCE OF 854.55 FEET.

EXCEPTING THAT PART OF SAID LOT ONE LYING SOUTH OF THE FOLLOWING DESCRIBED LINE: BEGINNING AT A POINT ON THE MOST EASTERLY LINE OF SAID LOT ONE, SAID POINT BEING 459.90 FEET SOUTH OF THE NORTHEASTERLY CORNER OF SAID LOT ONE; THENCE WESTERLY 90°00'00" FROM THE MOST EASTERLY LINE OF SAID LOT ONE A DISTANCE OF 854.55 FEET.

CONTAINING APPROXIMATELY 515,557 SQUARE FEET, OR 11.84 ACRES.

ADDRESS OF SURVEY
200 SW 16TH STREET
DES MOINES, IOWA
OWNER: DICO COMPANY, INC.
PARCEL NO. 020-00962-002-004
PROJECT PARCEL NO. 34
TEMPORARY ACCESS EASEMENT

MARTIN LUTHER KING JR PARKWAY
ACC. NO. 28-2001-047

EARTH TECH
DES MOINES, IOWA
(515) 244-1470

EXHIBIT A SHEET 2 OF 2

DJS 6-26-01
REV/BY/DATE

IN THE SHERIFF'S OFFICE OF POLK COUNTY, IOWA

'01 JUL 25 PM 3:08
DENNIS W. ANDERSON
SHERIFF
POLK COUNTY, IOWA

IN THE MATTER OF THE CONDEMNATION OF CERTAIN RIGHTS IN LAND FOR MARTIN LUTHER KING, JR. PARKWAY PROJECT (DICO INC.)	ORDER SELECTING AND APPOINTING COMPENSATION COMMISSIONERS AND ALTERNATE COMMISSIONERS BY THE CHIEF JUDGE OF THE FIFTH JUDICIAL DISTRICT OF IOWA
by the	
CITY OF DES MOINES, IOWA, IA077011A,	
Applicant.	

An Application for Condemnation having been filed with me by the City of Des Moines, Iowa for the selection and appointment, by lot, of six suitable persons as provided by law to act as a Compensation Commission to assess and appraise the damages sustained by reason of the condemnation of certain specified rights in certain land described by the Applicant, in its Application filed in the above-entitled matter, I hereby DESIGNATE, SELECT and APPOINT as the members of said Compensation Commission required in this matter the following persons:

NAME	ADDRESS	QUALIFICATIONS
1 Darryl Green 2 Clarke Stewart	405 SE 15th St Altoona 550 39th Suite 301 DM	LICENSED REAL ESTATE BROKER/SALESPERSON
1. Anthony Pigneri 2. Jerry Evans	2017 So Union DM 6220 SE 6th Ave Pleasant Hill	KNOWLEDGEABLE OF PROPERTY VALUES BY VIRTUE OF OCCUPATION
1. Reed Backstrom 2. Jack Roberts	226 E Bundy DM 4017 83rd DM	OTHER THAN AGRICULTURAL

I further DESIGNATE, SELECT and APPOINT the above-named Darryl Green to act as Chairperson of said Commission and Clarke Stewart is appointed to act as Alternate Chairperson.

Pursuant to Section 6B.5 of the Iowa Code, one of the above-named Compensation Commissioners shall be subject to challenge without cause by the Applicant City of Des Moines,

Iowa, and one of the above-named Compensation Commissioners shall be subject to challenge without cause by the party or parties representing the ownership interest or interests of the property being condemned. Such challenge must be filed in writing with the Sheriff not less than seven (7) days prior to the meeting of the Compensation Commission to assess and appraise damages for the taking.

I further DESIGNATE, SELECT and APPOINT the following persons to serve as alternate members of said Compensation Commission, to serve in the event that any of the members having the same qualifications are unable to serve for any reason or in the event any such members are stricken from the panel as provided by law:

NAME	ADDRESS	QUALIFICATIONS
1. Jack McWilliams	5821 NE 3rd St DM	LICENSED REAL ESTATE BROKER/SALESPERSON
2. Dennis Connolly	2130 Grand Ave DM	
3. Gene Knepper	4728 85th St Urbandale	
1. William O'Brien	7505 Vandalia Rd Runnells	KNOWLEDGEABLE OF PROPERTY VALUES BY VIRTUE OF OCCUPATION
2. Richard Henry	747 N Hickory Blvd P Hill	
3. Lawrence E. James	928 California Dr DM	
1. Ellen Cioccio	300 Walnut #1003 DM	OTHER THAN AGRICULTURAL
2. Harold Porter	3909 81st St Urbandale	
3. Rich Raabe	3781 River Oaks Dr DM	

I HEREBY ORDER that if a person is excused from the Compensation Commission, the Applicant City of Des Moines and person or persons representing the fee ownership interest in the property may stipulate in writing to the selection and notification of a particular Alternate Commissioner having the same qualifications as the person being replaced, provided such stipulation is filed with the Sheriff not less than seventy-two (72) hours prior to the meeting of the Commission. Absent such stipulation, the Sheriff of Polk County, Iowa, shall notify Alternate Commissioners in the order above provided having the same qualifications as the person or persons unable to serve or stricken from the panel, such notification to be given to Alternate Commissioners in the same manner as the original Compensation Commissioners were notified. The Alternate Commissioner first notified who is available to serve as a Compensation Commissioner shall then serve in the place of the Commissioner who was unable to serve or who was stricken from the panel. I further direct that the above-named Alternate Commissioners shall not be subject to challenge without cause.

I FURTHER HEREBY ORDER that the Commissioners, and such Alternate Commissioners as may be hereafter selected by the Sheriff due to the absence or removal of a Commissioner, shall appear at the time and place designated for the meeting of the Compensation Commission in the Notice of Meeting of Compensation Commission to Assess Damages for the Taking of Property, and

that prior to said meeting, the above named Commissioners and Alternate Commissioners shall not communicate with the Applicant City of Des Moines, or the owner or tenant of the property being condemned regarding the condemnation proceedings.

I FURTHER HEREBY ORDER that the Applicant, City of Des Moines, Iowa, mail and publish or serve a list of the above-named Compensation Commissioners and Alternate Commissioners to the owner or owners of the property sought to be condemned, in accordance with Section 6B.4 of the Iowa Code.

TO THE SHERIFF OF POLK COUNTY, IOWA: Attached hereto please find a duplicate of the Application for Condemnation in the above matter.

Dated at Des Moines, Iowa this 23 day of July, 2001.

Chief Judge of the Fifth
Judicial District of Iowa

Filed in my office at Des Moines, Iowa, this 25 day of July 2001.

Sheriff of Polk County, Iowa

'01 JUL 27 PM 2 29
DENNIS W. ANDERSON
SHERIFF
POLK COUNTY, IOWA

IN THE SHERIFF'S OFFICE OF POLK COUNTY, IOWA

IN THE MATTER OF THE CONDEMNATION OF CERTAIN RIGHTS IN LAND FOR MARTIN LUTHER KING, JR. PARKWAY PROJECT (DICO INC.) by the CITY OF DES MOINES, IOWA, IA077011A, Applicant.	CITY OF DES MOINES, IOWA MOTION TO CHALLENGE A COMPENSATION COMMISSIONER

COMES NOW the Applicant, City of Des Moines, Iowa, acting by and through one of its attorneys, Emily Gould Chafa, and, pursuant to Iowa Code Section 6B.5(2), hereby requests that Darryl Green be excused from serving as a compensation commissioner in this matter, and in support thereof states as follows:

1. Darryl Green was selected as a compensation commissioner in the matter entitled IN THE MATTER OF THE CONDEMNATION OF CERTAIN RIGHTS IN LAND FOR THE, MARTIN LUTHER KING, JR. PARKWAY PROJECT by the CITY OF DES MOINES, IOWA, Applicant. This matter is scheduled for hearing on September 5, 2001.

2. The City of Des Moines, the Applicant in this matter, may challenge one compensation commissioner without stating cause under the authority granted in Iowa Code Section 6B.5(2).

WHEREFORE, under the authority of Iowa Code Section 6B.5(2), the City of Des Moines, Iowa respectfully requests that Darryl Green be excused from serving as a compensation commissioner in this matter.

CITY OF DES MOINES, IOWA

Emily Gould Chafa

Emily Gould Chafa PK0011406
Assistant City Attorney
City Hall, 400 East First Street
Des Moines, IA 50309-1891
Telephone: (515) 283-4530
FAX: (515) 237-1643

Return

IN THE SHERIFF'S OFFICE OF POLK COUNTY, IOWA

IN THE MATTER OF THE CONDEMNATION OF CERTAIN RIGHTS IN LAND FOR MARTIN LUTHER KING, JR. PARKWAY PROJECT (DICO INC.)	)	
	)	SUMMONS OF COMMISSIONERS
by the	)	
CITY OF DES MOINES, IOWA, IA077011A,	)	
Applicant.	)	

TO: Jack McWilliams
5821 NE 3rd Street
Des Moines, IA

The City of Des Moines, Iowa, has filed with the Chief Judge of the Fifth Judicial District, including Polk County, Iowa, an Application for Condemnation and Appointment of Commissioners to Appraise Damages, asking for the selection and appointment of a Compensation Commission to assess the damages which the owners, encumbrancers, lienholders and other persons interested in the land sought to be appropriated or condemned in these proceedings, will sustain by reason of such condemnation of the property.

WHEREAS, pursuant to Iowa law, you have been selected and appointed by the Chief Judge of the Fifth Judicial District for Polk County, Iowa, as a member of such Condemnation Commission, and Clarke Stewart has been designated as Chairman of the Commission.

NOW, THEREFORE, you are commanded to be and appear before the undersigned in the Office of the Sheriff of Polk County, Midland Building, Suite 114, 206 Sixth Avenue, Des Moines, Iowa, on the 5th day of September, 2001, at 9:00 A.M. for the purpose of qualifying as a Commissioner and to proceed to view said premises and make an award of damages.

The attached Notice of Public Meeting of Compensation Commissioners to Assess Damages for Taking of Property identifies the persons and real estate affected by the condemnation. You should examine it in order to determine if you possess an interest in the proceeding which would cause you to render a biased decision.

Dennis W. Anderson via
DENNIS W. ANDERSON, SHERIFF
POLK COUNTY, IOWA
By M.L. Ackbrenner
Deputy

ACCEPTANCE OF SERVICE

Legal Service of the Above Summons with Notice attached is hereby accepted and acknowledged at Des Moines, Iowa, this 1 day of Aug, 2001. The undersigned further certifies that he/she does not possess any interest in this proceeding which would cause a biased judgment.

REFUSAL TO SERVE

The undersigned is unable to serve for the reason that he/she possesses an interest in the proceeding which may cause a biased decision or for the reason that _____.

_____

'01 AUG 6 PM 4 31
DENNIS W. ANDERSON
SHERIFF
POLK COUNTY, IOWA

Return

IN THE SHERIFF'S OFFICE OF POLK COUNTY, IOWA

IN THE MATTER OF THE CONDEMNATION OF CERTAIN RIGHTS IN LAND FOR MARTIN LUTHER KING, JR. PARKWAY PROJECT (DICO INC.)	)	
by the	)	SUMMONS OF COMMISSIONERS
CITY OF DES MOINES, IOWA, IA077011A,	)	
Applicant.	)	

TO: Clarke Stewart
550 39th, Suite 301
Des Moines, IA

The City of Des Moines, Iowa, has filed with the Chief Judge of the Fifth Judicial District, including Polk County, Iowa, an Application for Condemnation and Appointment of Commissioners to Appraise Damages, asking for the selection and appointment of a Compensation Commission to assess the damages which the owners, encumbrancers, lienholders and other persons interested in the land sought to be appropriated or condemned in these proceedings, will sustain by reason of such condemnation of the property.

WHEREAS, pursuant to Iowa law, you have been selected and appointed by the Chief Judge of the Fifth Judicial District for Polk County, Iowa, as a member of such Condemnation Commission, and you have been designated as Chairman of the Commission.

NOW, THEREFORE, you are commanded to be and appear before the undersigned in the Office of the Sheriff of Polk County, Midland Building, Suite 114, 206 Sixth Avenue, Des Moines, Iowa, on the **5th day of September, 2001, at 9:00 A.M.** for the purpose of qualifying as a Commissioner and to proceed to view said premises and make an award of damages.

The attached Notice of Public Meeting of Compensation Commissioners to Assess Damages for Taking of Property identifies the persons and real estate affected by the condemnation. You should examine it in order to determine if you possess an interest in the proceeding which would cause you to render a biased decision.

Dennis W. Anderson n/a

DENNIS W. ANDERSON, SHERIFF
POLK COUNTY, IOWA

By M L Auerbrenner
Deputy

ACCEPTANCE OF SERVICE

Legal Service of the Above Summons with Notice attached is hereby accepted and acknowledged at Des Moines, Iowa, this _____ day of _____, 2001. The undersigned further certifies that he/she does not possess any interest in this proceeding which would cause a biased judgment.

REFUSAL TO SERVE

The undersigned is unable to serve for the reason that he/she possesses an interest in the proceeding which may cause a biased decision or for the reason that _____ _____.

'01 AUG 6 PM 4 32
DENNIS W. ANDERSON
SHERIFF
POLK COUNTY, IOWA

Return

IN THE SHERIFF'S OFFICE OF POLK COUNTY, IOWA

IN THE MATTER OF THE CONDEMNATION OF CERTAIN RIGHTS IN LAND FOR MARTIN LUTHER KING, JR. PARKWAY PROJECT (DICO INC.)	)	
by the	)	SUMMONS OF COMMISSIONERS
CITY OF DES MOINES, IOWA, IA077011A,	)	
Applicant.	)	

'01 AUG 3 AM 10 58
DENNIS W. ANDERSON
SHERIFF
POLK COUNTY, IOWA

TO: Anthony Pigneri
2017 So. Union
Des Moines, IA

The City of Des Moines, Iowa, has filed with the Chief Judge of the Fifth Judicial District, including Polk County, Iowa, an Application for Condemnation and Appointment of Commissioners to Appraise Damages, asking for the selection and appointment of a Compensation Commission to assess the damages which the owners, encumbrancers, lienholders and other persons interested in the land sought to be appropriated or condemned in these proceedings, will sustain by reason of such condemnation of the property.

WHEREAS, pursuant to Iowa law, you have been selected and appointed by the Chief Judge of the Fifth Judicial District for Polk County, Iowa, as a member of such Condemnation Commission, and Clarke Stewart has been designated as Chairman of the Commission.

NOW, THEREFORE, you are commanded to be and appear before the undersigned in the Office of the Sheriff of Polk County, Midland Building, Suite 114, 206 Sixth Avenue, Des Moines, Iowa, on the **5th day of September, 2001, at 9:00 A.M.** for the purpose of qualifying as a Commissioner and to proceed to view said premises and make an award of damages.

The attached Notice of Public Meeting of Compensation Commissioners to Assess Damages for Taking of Property identifies the persons and real estate affected by the condemnation. You should examine it in order to determine if you possess an interest in the proceeding which would cause you to render a biased decision.

Dennis W. Anderson via

DENNIS W. ANDERSON, SHERIFF
POLK COUNTY, IOWA

By M L Aschbrenner
Deputy

ACCEPTANCE OF SERVICE

Legal Service of the Above Summons with Notice attached is hereby accepted and acknowledged at Des Moines, Iowa, this 31 day of July, 2001. The undersigned further certifies that he/she does not possess any interest in this proceeding which would cause a biased judgment.

Anthony Pepinin

REFUSAL TO SERVE

The undersigned is unable to serve for the reason that he/she possesses an interest in the proceeding which may cause a biased decision or for the reason that _____.

_____

ACCEPTANCE OF SERVICE

Legal Service of the Above Summons with Notice attached is hereby accepted and acknowledged at Des Moines, Iowa, this 31 day of July, 2001. The undersigned further certifies that he/she does not possess any interest in this proceeding which would cause a biased judgment.

Reed H. Bakstein

REFUSAL TO SERVE

The undersigned is unable to serve for the reason that he/she possesses an interest in the proceeding which may cause a biased decision or for the reason that _____.

_____

Return

IN THE SHERIFF'S OFFICE OF POLK COUNTY, IOWA

IN THE MATTER OF THE CONDEMNATION OF CERTAIN RIGHTS IN LAND FOR MARTIN LUTHER KING, JR. PARKWAY PROJECT (DICO INC.)	)	SUMMONS OF COMMISSIONERS
by the	)	
CITY OF DES MOINES, IOWA, IA077011A,	)	
Applicant.	)	

'01 AUG 1 AM 10 42
DENNIS W. ANDERSON
SHERIFF
POLK COUNTY, IOWA

TO: Jack Roberts
4017 83rd
Des Moines, IA

The City of Des Moines, Iowa, has filed with the Chief Judge of the Fifth Judicial District, including Polk County, Iowa, an Application for Condemnation and Appointment of Commissioners to Appraise Damages, asking for the selection and appointment of a Compensation Commission to assess the damages which the owners, encumbrancers, lienholders and other persons interested in the land sought to be appropriated or condemned in these proceedings, will sustain by reason of such condemnation of the property.

WHEREAS, pursuant to Iowa law, you have been selected and appointed by the Chief Judge of the Fifth Judicial District for Polk County, Iowa, as a member of such Condemnation Commission, and Clarke Stewart has been designated as Chairman of the Commission.

NOW, THEREFORE, you are commanded to be and appear before the undersigned in the Office of the Sheriff of Polk County, Midland Building, Suite 114, 206 Sixth Avenue, Des Moines, Iowa, on the **5th day of September, 2001, at 9:00 A.M.** for the purpose of qualifying as a Commissioner and to proceed to view said premises and make an award of damages.

The attached Notice of Public Meeting of Compensation Commissioners to Assess Damages for Taking of Property identifies the persons and real estate affected by the condemnation. You should examine it in order to determine if you possess an interest in the proceeding which would cause you to render a biased decision.

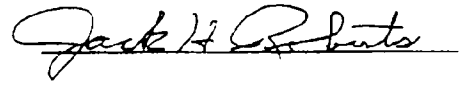
Dennis W. Anderson

DENNIS W. ANDERSON, SHERIFF
POLK COUNTY, IOWA

By M L Ashbrenner
Deputy

ACCEPTANCE OF SERVICE

Legal Service of the Above Summons with Notice attached is hereby accepted and acknowledged at Des Moines, Iowa, this 31st day of July 2001. The undersigned further certifies that he/she does not possess any interest in this proceeding which would cause a biased judgment.



REFUSAL TO SERVE

The undersigned is unable to serve for the reason that he/she possesses an interest in the proceeding which may cause a biased decision or for the reason that _____ _____.

_____

IN THE SHERIFF'S OFFICE OF POLK COUNTY, IOWA

IN THE MATTER OF THE CONDEMNATION OF CERTAIN RIGHTS IN LAND FOR MARTIN LUTHER KING, JR. PARKWAY PROJECT (DICO INC.)	)	
by the	)	OATH OF COMPENSATION COMMISSIONERS
CITY OF DES MOINES, IOWA, IA077011A,	)	
Applicant.	)	

STATE OF IOWA)
) ss:
COUNTY OF POLK)

Each of the undersigned, being duly sworn, states:

That I do possess the qualifications listed under my name below; and

That I do not possess any interest in the proceeding which would cause me to render a biased decision; and

That I will, to the best of my ability, faithfully and impartially assess the damages which owners, lienholders, encumbrancers and other persons interested in the land from which certain rights are sought to be appropriated by these proceedings will sustain by reason of the appropriation of the right as set forth and described in the Application now on file in the Office of the Sheriff of Polk County.

That I will make a written report to the Sheriff, including the information used by the commission in assessing the damages, all as authorized and prescribed in Chapters 6A and 6B, Code of Iowa, and any amendments thereto, and in accordance with the instructions of the Chief Justice of the Supreme Court.

That I will well and truly perform any and all other duties imposed upon me by law as a member of the Compensation Commission selected and appointed to assess said damage.

Clarke Stewart

Jack McWilliams

Anthony Pigneri

Jerry Evans

Reed Backstrom

Jack Roberts

Subscribed and sworn to before me this 5th day of September, 2001.

MARY L. ASCHBRENNER
MY COMMISSION EXPIRES
10-10-2003

Notary Public in the State of Iowa

Filed in my office this 5th day of September, 2001.

Deputy

F:\SHARED\ROWLEGAL\CONDEMN\DICO-Oath of Commissioners.doc

IN THE SHERIFF'S OFFICE OF POLK COUNTY, IOWA

IN THE MATTER OF THE CONDEMNATION OF CERTAIN RIGHTS IN LAND FOR MARTIN LUTHER KING, JR. PARKWAY PROJECT (DICO INC.)	)	
by the	)	NOTICE OF PUBLIC MEETING OF COMPENSATION COMMISSION TO ASSESS DAMAGES FOR TAKING OF PROPERTY
CITY OF DES MOINES, IOWA, IA077011A,	)	
Applicant.	)	

TO: **Titleholders:**
DICO INC., f/k/a Dico Company, Inc., f/k/a Dico Corporation,
f/k/a Dairy Industries, Inc., 2701 Spruce St., Quincy, IL 62301
Registered Agent: Cheri T. Holley, c/o DICO INC.,
2345 E. Market St., Des Moines, IA 50316

Leinholders, Encumbrancers, Leaseholders and Existing Easement Interests:
City of Des Moines
c/o City Clerk, City Hall, 400 East First Street, Des Moines, IA 50309
Easement for Sewer Right-of-Way - Book 3880, Page 456
Flood Control Easement Deed - Book 3895, Page 489
Flood Control Easement Deed - Book 3977, Page 345
Easement for Access - Book 5048, Page 643

Mid-American Energy Company, successor by merger to
Iowa Power and Light Company
666 Grand Avenue, P.O. Box 657, Des Moines, IA 50303
Easement for Electrical Supply Line - Book 4980, Page 735

City of Des Moines, Iowa, for the use and benefit of the
Board of Water Works Trustees of the City of Des Moines, Iowa
Des Moines Water Works, 2201 Valley Drive, Des Moines, IA 50321
Grant of Easement for Water Intake and Distribution System - Book 5048, Page 20

Taxing Authority: Polk County, Iowa
Polk County Administration Building
111 Court Avenue, Des Moines, IA 50309

'01 JUL 27 PM 2 29
DENNIS W. ANDERSON
SHERIFF
POLK COUNTY, IOWA

and all other persons, companies or corporations having any interest in or owning any of the following-described real estate:

LEGAL DESCRIPTION: TEMPORARY ACCESS EASEMENT

ALL OF DICO PLAT NO. 1, AN OFFICIAL PLAT, ALL NOW INCLUDED IN AND FORMING A PART OF THE CITY OF DES MOINES, POLK COUNTY, IOWA, EXCEPTING THEREFROM THE FOLLOWING DESCRIBED PARCELS:

EXCEPT THE NORTHERLY 150.00 FEET OF SAID LOTS ONE (1), TWO (2) AND C.

EXCEPT BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT ONE; THENCE NORTH ON THE EAST LINE OF SAID LOT ONE A DISTANCE OF 50.00 FEET; THENCE NORTHWESTERLY A DISTANCE OF 200.00 FEET TO THE POINT OF INTERSECTION WITH THE NORTH RIGHT-OF-WAY LINE OF THE DES MOINES UNION RAILWAY COMPANY (ALSO THE NORTHERLY LINE OF LOT A OF SAID DICO PLAT NO. 1); THENCE SOUTHEASTERLY ON SAID NORTH RIGHT-OF-WAY LINE TO THE POINT OF BEGINNING.

EXCEPT THAT PART OF SAID LOT 2 LYING SOUTH OF THE FOLLOWING DESCRIBED LINE: BEGINNING AT A POINT ON THE EAST LINE OF SAID LOT 2, SAID POINT BEING THE INTERSECTION OF THE SOUTH LINE OF LOT A OF SAID DICO PLAT NO. 1 AND THE EAST LINE OF SAID LOT 2 (THE EAST LINE OF SAID LOT 2 IS ASSUMED TO BEAR NORTH 00° (DEGREES) 10' (MINUTES) 44" (SECONDS) EAST FOR THE PURPOSE OF THIS DESCRIPTION); THENCE NORTHWESTERLY ON A 434.66-FOOT RADIUS CURVE CONCAVE NORTHEASTERLY AND HAVING A 179.98-FOOT LONG CHORD BEARING NORTH 57°16'59" WEST A DISTANCE OF 181.29 FEET (ARC LENGTH); THENCE NORTH 45°35'39" WEST A DISTANCE OF 1,159.97 FEET; THENCE NORTHERLY ON A 461.83-FOOT RADIUS CURVE CONCAVE EASTERLY AND HAVING A 400.30-FOOT LONG CHORD BEARING NORTH 19°54'39" WEST A DISTANCE OF 414.02 FEET (ARC LENGTH); THENCE NORTH 05°46'30" EAST A DISTANCE OF 14.02 FEET; THENCE NORTHERLY ON A 439.90-FOOT RADIUS CURVE CONCAVE EASTERLY AND HAVING A 135.71-FOOT LONG CHORD BEARING NORTH 14°38'52" EAST A DISTANCE OF 136.26 FEET (ARC LENGTH); THENCE NORTH 66°59'12" WEST A DISTANCE OF 142.89 FEET TO THE WEST LINE OF SAID LOT 2.

EXCEPTING THAT PART OF SAID LOT ONE LYING EASTERLY OF THE SOUTHERLY EXTENSION OF THE WEST LINE OF S.W. 17TH STREET AND NORTHERLY OF THE FOLLOWING DESCRIBED LINE: BEGINNING AT A POINT ON THE MOST EASTERLY LINE OF SAID LOT ONE, SAID POINT BEING 459.90 FEET SOUTH OF THE NORTHEASTERLY CORNER OF SAID LOT ONE; THENCE WESTERLY 90°00'00" FROM THE MOST EASTERLY LINE OF SAID LOT ONE A DISTANCE OF 854.55 FEET.

EXCEPTING THAT PART OF SAID LOT ONE LYING SOUTH OF THE FOLLOWING

DESCRIBED LINE: BEGINNING AT A POINT ON THE MOST EASTERLY LINE OF SAID LOT ONE, SAID POINT BEING 459.90 FEET SOUTH OF THE NORTHEASTERLY CORNER OF SAID LOT ONE; THENCE WESTERLY 90°00'00" FROM THE MOST EASTERLY LINE OF SAID LOT ONE A DISTANCE OF 854.55 FEET.

CONTAINING APPROXIMATELY 515,557 SQUARE FEET, OR 11.84 ACRES.

PROPERTY ADDRESS: 200 S.W. 16th Street, Des Moines, Iowa

PUBLIC NOTICE IS HEREBY GIVEN:

1. That the City of Des Moines desires the condemnation of a temporary easement interest on the above-described properties, as shown on the plat attached hereto as Exhibit A and by this reference made a part hereof, and as shown on the plat attached to the Application for Condemnation filed with the Chief Judge of the Fifth Judicial District and in the office of the Sheriff of Polk County, Iowa.

2. That such condemnation is sought for use in accordance with the Martin Luther King, Jr. Parkway Project. .

3. That a Compensation Commission has been appointed, as provided by law, for the purpose of appraising the damages which will be caused by the taking of the above described properties.

4. That the Compensation Commission will, on the 5th day of September, 2001 at 9:00 A.M., meet in the Office of the Sheriff of Polk County in the Midland Building at 206 Sixth Avenue in Des Moines, Iowa, and will then proceed to view the properties and to assess and appraise the damages. at which time you may appear before the Commissioners if you care to do so

5. That the Compensation Commission is required to meet in open session (open to the public) to view the property being condemned and to receive evidence, but may deliberate in closed session, as provided by Section 6B.14 of the Iowa Code.

CITY OF DES MOINES, IOWA

By Emily Gould Chafa

Emily Gould Chafa PK0011406
Assistant City Attorney
City Hall, 400 East First Street
Des Moines, IA 50309-1891
Telephone: (515) 283-4530
Fax: (515) 237-1643

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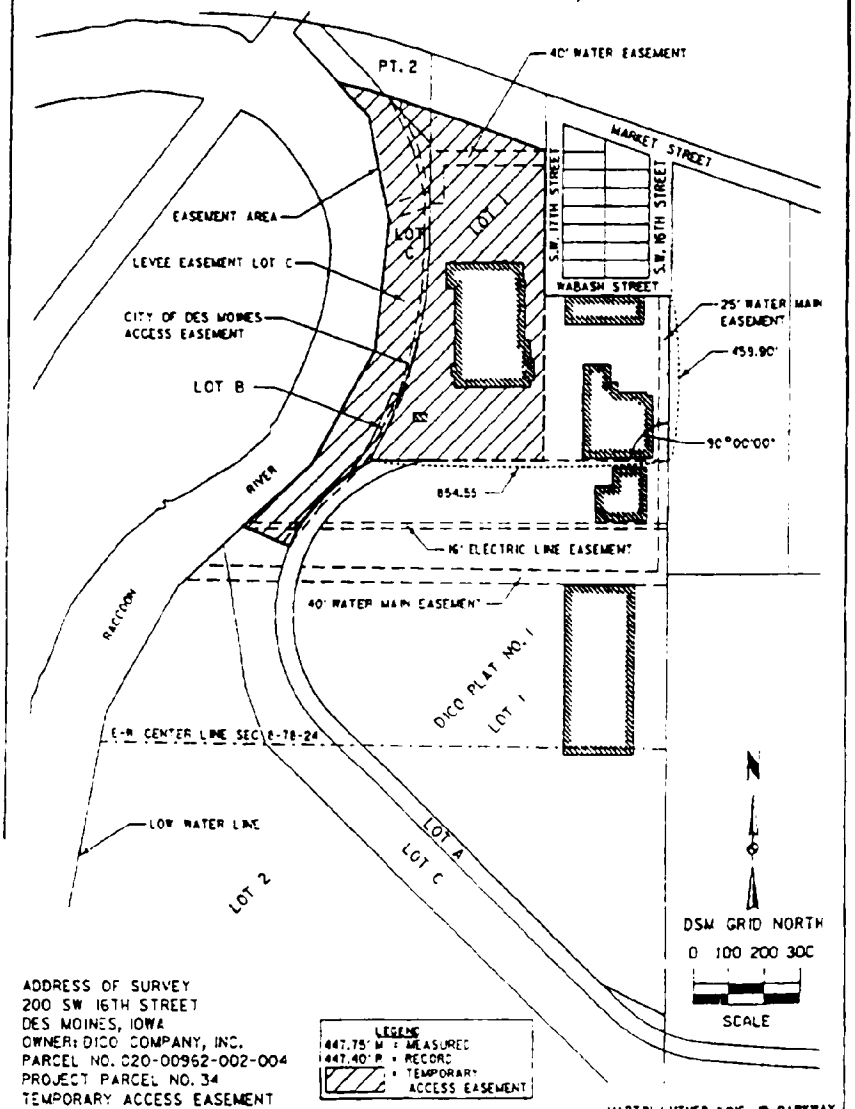
ACQUISITION PLAT

FOR THE CITY OF DES MOINES, IOWA



ADDRESS OF SURVEY
200 SW 16TH STREET
DES MOINES, IOWA
OWNER: DICO COMPANY, INC.
PARCEL NO. 020-00962-002-004
PROJECT PARCEL NO. 34
TEMPORARY ACCESS EASEMENT

LEGEND
447.75' M = MEASURED
447.40' R = RECORD
= TEMPORARY ACCESS EASEMENT

I hereby certify that this Land Surveying document was prepared 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.
Michael R. Fable 6-26-01
MICHAEL R. FABLE Date
License number 8985
My license renewal date is December 31, 2002.
Pages or sheets covered by this seal:
SHEET 1 OF 2 TO 2 OF 2

MARTIN LUTHER KING JR PARKWAY
ACT. NO. 28-2001-047
EARTH TECH
DES MOINES, IOWA
(515) 244-7470
EXHIBIT A SHEET 1 OF 2
BJS16-26-01
REV/BY/DATE

ACQUISITION PLAT

FOR THE CITY OF DES MOINES, IOWA

LEGAL DESCRIPTION: TEMPORARY ACCESS EASEMENT

ALL OF DICO PLAT NO. 1, AN OFFICIAL PLAT, ALL NOW INCLUDED IN AND FORMING A PART OF THE CITY OF DES MOINES, POLK COUNTY, IOWA, EXCEPTING THEREFROM THE FOLLOWING DESCRIBED PARCELS:

EXCEPT THE NORTHERLY 150.00 FEET OF SAID LOTS ONE (1), TWO (2) AND C.

EXCEPT BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT ONE; THENCE NORTH ON THE EAST LINE OF SAID LOT ONE A DISTANCE OF 50.00 FEET; THENCE NORTHWESTERLY A DISTANCE OF 200.00 FEET TO THE POINT OF INTERSECTION WITH THE NORTH RIGHT-OF-WAY LINE OF THE DES MOINES UNION RAILWAY COMPANY (ALSO THE NORTHERLY LINE OF LOT A OF SAID DICO PLAT NO. 1); THENCE SOUTHEASTERLY ON SAID NORTH RIGHT-OF-WAY LINE TO THE POINT OF BEGINNING.

EXCEPT THAT PART OF SAID LOT 2 LYING SOUTH OF THE FOLLOWING DESCRIBED LINE: BEGINNING AT A POINT ON THE EAST LINE OF SAID LOT 2, SAID POINT BEING THE INTERSECTION OF THE SOUTH LINE OF LOT A OF SAID DICO PLAT NO. 1 AND THE EAST LINE OF SAID LOT 2 (THE EAST LINE OF SAID LOT 2 IS ASSUMED TO BEAR NORTH 00° (DEGREES) 10' (MINUTES) 44" (SECONDS) EAST FOR THE PURPOSE OF THIS DESCRIPTION); THENCE NORTHWESTERLY ON A 434.66-FOOT RADIUS CURVE CONCAVE NORTHEASTERLY AND HAVING A 179.98-FOOT LONG CHORD BEARING NORTH 57°16'59" WEST A DISTANCE OF 181.29 FEET (ARC LENGTH); THENCE NORTH 45°35'39" WEST A DISTANCE OF 1,159.91 FEET; THENCE NORTHERLY ON A 461.83-FOOT RADIUS CURVE CONCAVE EASTERLY AND HAVING A 400.30-FOOT LONG CHORD BEARING NORTH 19°54'39" WEST A DISTANCE OF 414.02 FEET (ARC LENGTH); THENCE NORTH 05°46'30" EAST A DISTANCE OF 14.02 FEET; THENCE NORTHERLY ON A 439.90-FOOT RADIUS CURVE CONCAVE EASTERLY AND HAVING A 135.71-FOOT LONG CHORD BEARING NORTH 14°38'52" EAST A DISTANCE OF 136.26 FEET (ARC LENGTH); THENCE NORTH 66°59'12" WEST A DISTANCE OF 142.89 FEET TO THE WEST LINE OF SAID LOT 2.

EXCEPTING THAT PART OF SAID LOT ONE LYING EASTERLY OF THE SOUTHERLY EXTENSION OF THE WEST LINE OF S.W. 17TH STREET AND NORTHERLY OF THE FOLLOWING DESCRIBED LINE: BEGINNING AT A POINT ON THE MOST EASTERLY LINE OF SAID LOT ONE, SAID POINT BEING 459.90 FEET SOUTH OF THE NORTHEASTERLY CORNER OF SAID LOT ONE; THENCE WESTERLY 90°00'00" FROM THE MOST EASTERLY LINE OF SAID LOT ONE A DISTANCE OF 854.55 FEET.

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CONTAINING APPROXIMATELY 515,557 SQUARE FEET, OR 11.84 ACRES.

ADDRESS OF SURVEY
200 SW 16TH STREET
DES MOINES, IOWA
OWNER: DICO COMPANY, INC.
PARCEL NO. 020-00962-002-004
PROJECT PARCEL NO. 34
TEMPORARY ACCESS EASEMENT

MARTIN LUTHER KING JR PARKWAY
ACT. NO. 28-200-047

EARTH TECH
DES MOINES, IOWA
(515) 244-1470

EXHIBIT A SHEET 2 OF 2

BJS/6-26-C

REV/BY/DATE

RETURN OF SERVICE

IN THE IOWA DISTRICT COURT FOR POLK COUNTY

Case Name:DES MOINES, CITY OF VS DICO, INC.

Case No. 63256 CONDEMN 063256 POSTED AT COURTHOUSE

Notice Rec'd this date: 7/25/01

STATE OF IOWA

POLK County } ss.

I certify that I served a copy of:CONDEMNATION

Served:
COURTHOUSE at 5TH & MULBERRY DES MOINES IA on 8/03/01 8:4 /
/ / :
/ / :

by serving , at
on / / , : ,

by serving it's on / /
(Name) (Title)
: at .

NOTE: (Diligent Search/Remarks)
POSTED AT POLK COUNTY COURTHOUSE

DENNIS ANDERSON , Sheriff
POLK County , Iowa

CATHI BROWN

FEES:

Processing	:	$5.00
Mileage	:	$0.00
Copy	:	$0.00
Notary	:	$0.00
Misc.	:	$0.00
TOTAL	:	$5.00

Fees charged to/paid by ATTY

AFFIDAVIT OF SERVICE

Case: Condemnation - DICO INC.

STATE OF IOWA)
) ss:
COUNTY OF POLK)

I, David V. Beane, being first duly sworn upon oath depose and affirm as follows:

That I did personally serve the described Notice(s) upon the 3rd day of August 2001 by delivering a true copy thereof to:

City of Des Moines
c/o City Clerk
City Hall
400 East First Street
Des Moines, IA 50309

That services consisted of:

Notice of Public Meeting of Compensation Commission to Assess Damages for Taking of Property

Application for Condemnation

Order Selecting and Appointing Compensation Commissioners and Alternate Commissioners by the Chief Judge of the Fifth Judicial District of Iowa

List of Compensation Commissioners and Alternates Appointed by the Chief Judge of the Fifth Judicial District of Iowa

City of Des Moines, Iowa Motion to Challenge a Compensation Commissioner

David V. Beane

Subscribed and sworn to before me this 14th day of August, 2001.

Renae Lampe
Notary Public in and for the
State of Iowa, Polk County

Service Fee $ 30.00

Mileage: $ 5.00

Total: $ 35.00

AFFIDAVIT OF SERVICE

Case: Condemnation - DICO INC.

STATE OF IOWA)
) ss:
COUNTY OF POLK)

I, David V. Beane, being first duly sworn upon oath depose and affirm as follows:

That I did personally serve the described Notice(s) upon the 30th day of August, 2001 by delivering a true copy thereof to:

Polk County, Iowa
Polk County Administration Building
111 Court Avenue
Des Moines, IA 50309

That services consisted of:

Notice of Public Meeting of Compensation Commission to Assess Damages for Taking of Property

Application for Condemnation

Order Selecting and Appointing Compensation Commissioners and Alternate Commissioners by the Chief Judge of the Fifth Judicial District of Iowa

List of Compensation Commissioners and Alternates Appointed by the Chief Judge of the Fifth Judicial District of Iowa

City of Des Moines, Iowa Motion to Challenge a Compensation Commissioner

David V. Beane

Subscribed and sworn to before me this 14th day of August, 2001.

Renae Tompkins
Notary Public in and for the
State of Iowa, Polk County

Service Fee $ 30.00
Mileage: $ 5.00
Total: $ 35.00

AFFIDAVIT OF SERVICE

Case: Condemnation - DICO INC.

STATE OF IOWA)
) ss:
COUNTY OF POLK)

I, David V. Beane, being first duly sworn upon oath depose and affirm as follows:

That I did personally serve the described Notice(s) upon the 3rd day of August 2001 by delivering a true copy thereof to:

Mid-American Energy Company
666 Grand Avenue
P.O. Box 657
Des Moines, IA 50303

Paul Leighton

That services consisted of:

Notice of Public Meeting of Compensation Commission to Assess Damages for Taking of Property

Application for Condemnation

Order Selecting and Appointing Compensation Commissioners and Alternate Commissioners by the Chief Judge of the Fifth Judicial District of Iowa

List of Compensation Commissioners and Alternates Appointed by the Chief Judge of the Fifth Judicial District of Iowa

City of Des Moines, Iowa Motion to Challenge a Compensation Commissioner

David V. Beane

Subscribed and sworn to before me this 14th day of August, 2001.

Renae Lampkin
Notary Public in and for the
State of Iowa, Polk County

Service Fee $ 30.00
Mileage: $ 5.00
Total: $ 35.00

AFFIDAVIT OF SERVICE

Case: Condemnation - DICO INC.

STATE OF IOWA)
) ss:
COUNTY OF POLK)

I, David V. Beane, being first duly sworn upon oath depose and affirm as follows:

That I did personally serve the described Notice(s) upon the 3rd day of August, 2001 by delivering a true copy thereof to:

Des Moines Water Works
2201 Valley Drive
Des Moines, IA 50321

Connie Steffen
Director

That services consisted of:

Notice of Public Meeting of Compensation Commission to Assess Damages for Taking of Property

Application for Condemnation

Order Selecting and Appointing Compensation Commissioners and Alternate Commissioners by the Chief Judge of the Fifth Judicial District of Iowa

List of Compensation Commissioners and Alternates Appointed by the Chief Judge of the Fifth Judicial District of Iowa

City of Des Moines, Iowa Motion to Challenge a Compensation Commissioner

David V. Beane

Subscribed and sworn to before me this 14th day of August, 2001.

Renae Lampke
Notary Public in and for the
State of Iowa, Polk County

Service Fee $ 30.00
Mileage: $ 5.00
Total: $ 35.00

AFFIDAVIT OF SERVICE

Case: Condemnation - DICO INC.

STATE OF IOWA)
) ss:
COUNTY OF POLK)

I, David V. Beane, being first duly sworn upon oath depose and affirm as follows:

That I did personally serve the described Notice(s) upon the 3rd day of August 2001 by delivering a true copy thereof to:

DICO INC.
Registered Agent: Cheri T. Holley, c/o DICO INC.
2345 E. Market St., Des Moines, IA 50316
515-228-6011

That services consisted of:

Notice of Public Meeting of Compensation Commission to Assess Damages for Taking of Property

Application for Condemnation

Order Selecting and Appointing Compensation Commissioners and Alternate Commissioners by the Chief Judge of the Fifth Judicial District of Iowa

List of Compensation Commissioners and Alternates Appointed by the Chief Judge of the Fifth Judicial District of Iowa

City of Des Moines, Iowa Motion to Challenge a Compensation Commissioner

David V. Beane

Subscribed and sworn to before me this 14th day of August, 2001.

Rima Lamparski
Notary Public in and for the
State of Iowa, Polk County

Service Fee $ 30.00
Mileage: $ 5.00
~~Total:~~ $ 35.00

No DICO Inc representatives in Des Moines, Ia. C/A located in Quincy, Ill. Officials of above location were not served

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Cheri T. Holley
c/o DICO INC.
2345 Market Street
Des Moines, IA 5031

DES MOINES, IA PLEASANT HILL STA. 2001 USPO

COMPLETE THIS SECTION ON DELIVERY

A. Received by (Please Print Clearly) | B. Date of Delivery

C. Signature
X
☐ Agent
☐ Addressee

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

Service Type
☒ Certified Mail ☐ Express Mail
☐ Registered ☐ Return Receipt for Merchandise
☐ Insured Mail ☐ C.O.D.

4. Restricted Delivery? (Extra Fee) ☐ Yes

2. Article Number (Copy from service label)
7000 0600 0022 6372 2081

PS Form 3811, July 1999 Domestic Return Receipt 102595-00-M-0

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Maurice M. Taylor, Jr.
DICO INC.
2701 Spruce Street
Quincy, IL 62301

COMPLETE THIS SECTION ON DELIVERY

A. Received by (Please Print Clearly): Kevin Pryor

B. Date of Delivery: 8/6/01

C. Signature: X

☐ Agent
☐ Addressee

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type
☒ Certified Mail ☐ Express Mail
☐ Registered ☐ Return Receipt for Merchandise
☐ Insured Mail ☐ C.O.D.

4. Restricted Delivery? (Extra Fee) ☐ Yes

2. Article Number (Copy from service label)
7000 0600 0022 6372 2067

PS Form 3811, July 1999 Domestic Return Receipt 102595-00-M-0952

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to

Cheri T. Holley
DICO INC
2701 Spruce Street
Quincy, IL
62301

COMPLETE THIS SECTION ON DELIVERY

A. Received by (Please Print Clearly): Kevin Pryor
B. Date of Delivery: 8/6/01

C. Signature: X
☐ Agent
☐ Addressee

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type
☒ Certified Mail ☐ Express Mail
☐ Registered ☐ Return Receipt for Merchandise
☐ Insured Mail ☐ C.O.D.

4. Restricted Delivery? (Extra Fee) ☐ Yes

2. Article Number
(Transfer from service label)

PS Form 3811, March 2001 Domestic Return Receipt 102595-01-M-1424

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Doug Soderstrum/Doug Gross
Brown, Winick, Graves, Gross,
Baskerville and Schoenebaum
Suite 2000
666 Grand Avenue
Des Moines, IA 50309

COMPLETE THIS SECTION ON DELIVERY

A. Received by (Please Print Clearly) AUG 06 2007 (Date of Delivery)

C. Signature
X
☐ Agent
☐ Addressee

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type
☒ Certified Mail ☐ Express Mail
☐ Registered ☐ Return Receipt for Merchandise
☐ Insured Mail ☐ C.O.D.

4. Restricted Delivery? (Extra Fee) ☐ Yes

2. Article Number (Copy from service label)
7000 0600 0022 6372 2050

PS Form 3811, July 1999 Domestic Return Receipt 102595-00-M-0952

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Kent W. Hackamack
DICO INC.
2701 Spruce Street
Quincy, IL 62301

COMPLETE THIS SECTION ON DELIVERY

A. Received by (Please Print Clearly): Kevin Fryer

B. Date of Delivery: 8/6/01

C. Signature: X [signature]

☐ Agent
☐ Addressee

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type
☐ Certified Mail ☐ Express Mail
☐ Registered ☐ Return Receipt for Merchandise
☐ Insured Mail ☐ C.O.D.

4. Restricted Delivery? (Extra Fee) ☐ Yes

2. Article Number (Copy from service label)
7000 0600 0022 6372 2074

PS Form 3811, July 1999 Domestic Return Receipt 102595-00-M-0...

AFFIDAVIT OF PUBLICATION

STATE OF IOWA

POLK COUNTY

Amy Duncan, being sworn, says she is the publisher of The Altoona Herald-Mitchellville Index, a weekly newspaper of general circulation, published in Altoona, Polk County, Iowa.

That the notice, a printed copy of which is attached hereto and made part hereof, was published in the said Altoona Herald-Mitchellville Index once each week for 1 consecutive weeks, the first publication being on the 23rd of August, 20 01; the second on the ____ day of _____, 20 __ ;the third on the ___ day of _____ , 20 ___ ; the fourth on the _____ day of _____, 20 __ ; and the fifth and last on the ____ day of _____, 20___.

Amy K. Duncan

Subscribed and sworn to by Amy Duncan before me this 23rd of August, 20 01.

Dawn Riley
Notary Public

Fee for publication. $ 75.82

DAWN RILEY
MY COMMISSION EXPIRES

IN THE MATTER OF THE CONDEMNATION OF CERTAIN RIGHTS IN LAND FOR MARTIN LUTHER KING, JR. PARKWAY PROJECT (DICO INC.)
by the
CITY OF DES MOINES, IOWA, IA077011A, Applicant.
TO: TITLEHOLDERS:
DICO INC., f/k/a Dico Company, Inc., f/k/a Dico Corporation, a/k/a Dairy Industries, Inc., 2701 Spruce St., Quincy, IL 62301
Registered Agent: Cheri T. Holley, c/o DICO INC.,
2345 E. Market St., Des Moines, IA 50316
LIENHOLDERS, ENCUMBRANCERS, LEASEHOLDERS AND EXISTING EASEMENT INTERESTS:
City of Des Moines
c/o City Clerk, City Hall, 400 East First Street, Des Moines, IA 50309
Easement for Sewer Right-of-Way- Book 3880, Page 456
Flood Control Easement Deed- Book 3895, Page 489
Flood Control Easement Deed- Book 3977, Page 345
Easement for Access- Book 5048, Page 643
Mid-American Energy Company, successor by merger to
Iowa Power and Light Company
666 Grand Avenue, P.O. Box 657, Des Moines, IA 50303
Easement for Electrical Supply Line- Book 4980, Page 735
City of Des Moines, Iowa, for the use and benefit of the
Board of Water Works Trustees of the City of Des Moines, Iowa
Des Moines, Water Works, 2201 Valley Drive, Des Moines, IA 50321
Grant of Easement for Water Intake and Distribution System- Book 5048, Page 201
TAXING AUTHORITY:
Polk County, Iowa
Polk County Administration Building
111 Court Avenue, Des Moines, IA 50309
and all other persons, companies or corporations having any interest in or owning any of the following-described real estate:
LEGAL DESCRIPTION: TEMPORARY ACCESS EASEMENT

ALL OF DICO PLAT NO. 1, AN OFFICIAL PLAT, ALL NOW INCLUDED IN AND FORMING A PART OF THE CITY OF DES MOINES, POLK COUNTY, IOWA, EXCEPTING THEREFROM THE FOLLOWING DESCRIBED PARCELS:

EXCEPT THE NORTHERLY 150.00 FEET OF SAID LOTS ONE (1), TWO (2) AND C.

EXCEPT BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT ONE; THENCE NORTH ON THE EAST LINE OF SAID LOT ONE A DISTANCE OF 50.00 FEET; THENCE NORTHWESTERLY A

DISTANCE OF 200.00 FEET TO THE POINT OF INTERSECTION WITH THE NORTH RIGHT-OF-WAY LINE OF THE DES MOINES UNION RAILWAY COMPANY (ALSO THE NORTHERLY LINE OF LOT A OF SAID DICO PLAT NO. 1); THENCE SOUTHEASTERLY ON SAID NORTH RIGHT-OF-WAY LINE TO THE POINT OF BEGINNING.

EXCEPT THAT PART OF SAID LOT 2 LYING SOUTH OF THE FOLLOWING DESCRIBED LINE: BEGINNING AT A POINT ON THE EAST LINE OF SAID LOT 2, SAID POINT BEING THE INTERSECTION OF THE SOUTH LINE OF LOT A OF SAID DICO PLAT NO. 1 AND THE EAST LINE OF SAID LOT 2 (THE EAST LINE OF SAID LOT 2 IS ASSUMED TO BEAR NORTH 00° (DEGREES) 10' (MINUTES) 44" (SECONDS) EAST FOR THE PURPOSE OF THIS DESCRIPTION); THENCE NORTHWESTERLY ON A 434.66-FOOT RADIUS CURVE CONCAVE NORTHEASTERLY AND HAVING A 179-98-FOOT LONG CHORD BEARING NORTH 57°16'59" WEST A DISTANCE OF 181.29 FEET (ARC LENGTH); THENCE NORTH 45°35'39" WEST A DISTANCE OF 1,159.97 FEET; THENCE NORTHERLY ON A 461.83-FOOT RADIUS CURVE CONCAVE EASTERLY AND HAVING A 400.30-FOOT LONG CHORD BEARING NORTH 19°54'39" WEST A DISTANCE OF 414.02 FEET (ARC LENGTH); THENCE NORTH 05°46'30" EAST A DISTANCE OF 14.02 FEET; THENCE NORTHERLY ON A 439.90-FOOT RADIUS CURVE CONCAVE EASTERLY AND HAVING A 135.71-FOOT LONG CHORD BEARING NORTH 14°38'52" EAST A DISTANCE OF 136.26 FEET (ARC LENGTH); THENCE NORTH 66°59'12" WEST A DISTANCE OF 142.89 FEET TO THE WEST LINE OF SAID LOT 2.

EXCEPTING THAT PART OF SAID LOT ONE LYING EASTERLY OF THE SOUTHERLY EXTENSION OF THE WEST LINE OF SW. 17TH STREET AND NORTHERLY OF THE FOLLOWING DESCRIBED LINE: BEGINNING AT A POINT ON THE MOST EASTERLY LINE OF SAID LOT ONE, SAID POINT BEING 459.90 FEET SOUTH OF THE NORTHEASTERLY CORNER OF SAID LOT ONE; THENCE WESTERLY 90°00'00" FROM THE MOST EASTERLY LINE OF SAID LOT ONE A DISTANCE OF 854.55 FEET.

EXCEPTING THAT PART OF SAID LOT ONE LYING SOUTH OF THE FOLLOWING DESCRIBED LINE: BEGINNING A POINT ON THE MOST EASTERLY LINE OF SAID LOT ONE, SAID POINT BEING 459.90 FEET SOUTH OF THE NORTHEASTERLY CORNER OF SAID LOT ONE; THENCE WESTERLY 90°00'00" FROM THE MOST EASTERLY LINE OF SAID LOT ONE A DISTANCE OF 854.55 FEET.

CONTAINING APPROXIMATELY 515,557 SQUARE FEET, OR 11.84 ACRES.

PROPERTY ADDRESS:
200 S.W. 16th Street, Des Moines, Iowa

PUBLIC NOTICE IS HEREBY GIVEN:

1. That the City of Des Moines desires the condemnation of a temporary easement interest on the above-described properties, as shown on the plat attached to the Application for Condemnation filed with the Chief Judge of the Fifth Judicial District and in the office of the Sheriff of Polk County, Iowa.

2. That such condemnation is sought for use in accordance with the Martin Luther King, Jr. Parkway Project.

3. That a Compensation Commission has been appointed, as provided by law, for the purpose of appraising the damages which will be caused by the taking of the above described properties.

4. That the Compensation Commission will, on the 5th day of September, 2001 at 9:00 a.m., meet in the Office of the Sheriff of Polk County in the Midland Building at 206 Sixth Avenue in Des Moines, Iowa, and will then proceed to view the properties and to assess and appraise the damages, at which time you may appear before the Commissioners if you care to do so.

5. That the Compensation Commission is required to meet in open session (open to the public) to view the property being condemned and to receive evidence, but may deliberate in closed session, as provided by Section 6B.14 of the Iowa Code.

Dennis W. Anderson
Sheriff of Polk County, Iowa
By M.L. Aschbrenner

Published in the Altoona Herald-Mitchellville Index, August 23, 2001.
Publishers Fee: $149

IN THE SHERIFF'S OFFICE OF POLK COUNTY, IOWA

IN THE MATTER OF THE CONDEMNATION OF CERTAIN RIGHTS IN LAND FOR MARTIN LUTHER KING, JR. PARKWAY PROJECT (DICO INC.)	)	
by the	)	SHERIFF'S RETURN AND REPORT OF COMMISSIONERS
CITY OF DES MOINES, IOWA, IA077011A,	)	
Applicant.	)	

BE IT REMEMBERED that on the 3rd day of July, 2001, the City of Des Moines, Iowa, a municipal corporation organized and existing under and by virtue of the laws of the State of Iowa, and located in the County of Polk, did, in pursuance of law, make written Application to the Chief Judge of the Fifth Judicial District for Polk County, Iowa, for the appointment of Compensation Commissioners under Chapter 6B of the Iowa Code to assess the damages sustained by the various persons, companies or corporations owning or having any interest in the property in the City of Des Moines, Polk County, Iowa, which said municipal corporation desires to take, acquire, appropriate and condemn a temporary easement interest for the purpose of the Martin Luther King Jr., Parkway Project, and it being made to appear that the persons, companies or corporations owning or claiming any interest in said property have refused to grant the same to said municipal corporation for said purposes and that said municipal corporation cannot agree with said owners and claimants of an interest in said property upon the compensation to be paid for the same, the Chief Judge of the Fifth Judicial District for Polk County, Iowa, in pursuance of the powers vested in him by law and said written application having been filed with him, did appoint six (6) resident freeholders of the County

of Polk, State of Iowa, who were not interested in the same or a like question to inspect the said property and assess the damages which said owners and claimants of an interest in the same might sustain by reason of the appropriation thereof by said corporation for the uses and purposes aforesaid, the said freeholders appointed being: Clarke Stewart, Jack McWilliams, Anthony Pigneri, Jerry Evans, Reed Backstrom and Jack Roberts and said Commissioners were duly and legally summoned to view the said property as herein described on the 5th day of September, 2001, at 9 o'clock a. m., and to assess the damages of each of the owners thereof, and persons, companies or corporations having or claiming an interest therein by reason of the appropriation of the same by said municipal corporation for said purpose, which said owners and persons, companies or corporations having or claiming an interest therein are as hereinafter set out.

WHEREUPON, all of said Commissioners met in my office in the Midland Building in Des Moines, Polk County, Iowa, on the 5th day of September, 2001, and said Commissioners, and each of them, then and there signed and made oath and qualified by filing with me their written oath, the original of said oath being attached hereto, marked "Exhibit A," and by this reference made a part hereof.

Thereafter, the Commissioners did, on the 5th day of September, 2001, view the said property and did thereafter meet in public session to assess the damages that said property owners and claimants of an interest in said property will sustain by reason of the appropriation of the same by said City for the purposes aforesaid.

Due and legal notice of the proposal of said municipal corporation to take said properties for a temporary easement interest, and of the time and place of meeting of said Commissioners for the purpose of making such assessment having been heretofore given and published, after the

appointment of the Commissioners, to the owners of the said described property and all persons, companies or corporations having or claiming an interest therein, the said Commissioners thereupon made out and returned their report of assessment of damages, as follows to-wit:

REPORT OF COMMISSIONERS

TO THE SHERIFF OF POLK COUNTY, IOWA:

The undersigned, duly appointed and qualified Commissioners to inspect the property hereinafter described and assess the damages which the owners thereof and persons, companies or corporations having or claiming an interest therein will sustain by reason of the appropriation of the same for the Martin Luther King, Jr. Parkway Project, having been duly sworn, faithfully and impartially assess all such damages, and it appearing that all persons, companies or corporations owning or claiming an interest in any of the property hereinafter described have been duly and legally notified of the proceedings herein and the time and place of our meeting to view said property and assess their damages, as aforesaid, we did, on the 5th day of September, 2001, view the real estate hereinafter described and assess the damages which the owners thereof and persons having or claiming an interest therein will sustain by reason of the appropriation of the same by said municipal corporation for the purposes aforesaid.

And we now, after 1 day(s) deliberation, on the 5th day of September, 2001, return this, our true findings in the premises, as shown below, as actual damages for the taking of the property hereinafter described:

TEMPORARY ACCESS EASEMENT

ALL OF DICO PLAT NO. 1, AN OFFICIAL PLAT, ALL NOW INCLUDED IN AND FORMING A PART OF THE CITY OF DES MOINES, POLK COUNTY, IOWA, EXCEPTING THEREFROM THE FOLLOWING DESCRIBED PARCELS:

EXCEPT THE NORTHERLY 150.00 FEET OF SAID LOTS ONE (1), TWO (2) AND C.

EXCEPT BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT ONE; THENCE NORTH ON THE EAST LINE OF SAID LOT ONE A DISTANCE OF 50.00 FEET; THENCE NORTHWESTERLY A DISTANCE OF 200.00 FEET TO THE POINT OF INTERSECTION WITH THE NORTH RIGHT-OF-WAY LINE OF THE DES MOINES UNION RAILWAY COMPANY (ALSO THE NORTHERLY LINE OF LOT A OF SAID DICO PLAT NO. 1); THENCE SOUTHEASTERLY ON SAID NORTH RIGHT-OF-WAY LINE TO THE POINT OF BEGINNING.

EXCEPT THAT PART OF SAID LOT 2 LYING SOUTH OF THE FOLLOWING DESCRIBED LINE: BEGINNING AT A POINT ON THE EAST LINE OF SAID LOT 2, SAID POINT BEING THE INTERSECTION OF THE SOUTH LINE OF LOT A OF SAID DICO PLAT NO. 1 AND THE EAST LINE OF SAID LOT 2 (THE EAST LINE OF SAID LOT 2 IS ASSUMED TO BEAR NORTH 00° (DEGREES) 10' (MINUTES) 44" (SECONDS) EAST FOR THE PURPOSE OF THIS DESCRIPTION); THENCE NORTHWESTERLY ON A 434.66-FOOT RADIUS CURVE CONCAVE NORTHEASTERLY AND HAVING A 179.98-FOOT LONG CHORD BEARING NORTH 57°16'59" WEST A DISTANCE OF 181.29 FEET (ARC LENGTH); THENCE NORTH 45°35'39" WEST A DISTANCE OF 1,159.97 FEET; THENCE NORTHERLY ON A 461.83-FOOT RADIUS CURVE CONCAVE EASTERLY AND HAVING A 400.30-FOOT LONG CHORD BEARING NORTH 19°54'39" WEST A DISTANCE OF 414.02 FEET (ARC LENGTH); THENCE NORTH 05°46'30" EAST A DISTANCE OF 14.02 FEET; THENCE NORTHERLY ON A 439.90-FOOT RADIUS CURVE CONCAVE EASTERLY AND HAVING A 135.71-FOOT LONG CHORD BEARING NORTH 14°38'52" EAST A DISTANCE OF 136.26 FEET (ARC LENGTH); THENCE NORTH 66°59'12" WEST A DISTANCE OF 142.89 FEET TO THE WEST LINE OF SAID LOT 2.

EXCEPTING THAT PART OF SAID LOT ONE LYING EASTERLY OF THE SOUTHERLY EXTENSION OF THE WEST LINE OF S.W. 17TH STREET AND NORTHERLY OF THE FOLLOWING DESCRIBED LINE: BEGINNING AT A POINT ON THE MOST EASTERLY LINE OF SAID LOT ONE, SAID POINT BEING 459.90 FEET SOUTH OF THE NORTHEASTERLY CORNER OF SAID LOT ONE; THENCE WESTERLY 90°00'00" FROM THE MOST EASTERLY LINE OF SAID LOT ONE A DISTANCE OF 854.55 FEET.

EXCEPTING THAT PART OF SAID LOT ONE LYING SOUTH OF THE FOLLOWING DESCRIBED LINE: BEGINNING AT A POINT ON THE MOST EASTERLY LINE OF SAID LOT ONE, SAID POINT BEING 459.90 FEET SOUTH OF THE NORTHEASTERLY CORNER OF SAID LOT ONE; THENCE WESTERLY 90°00'00" FROM THE MOST EASTERLY LINE OF SAID LOT ONE A DISTANCE OF 854.55 FEET.

CONTAINING APPROXIMATELY 515,557 SQUARE FEET, OR 11.84 ACRES.

The names and addresses of all record owners and holders of liens and encumbrancers, as far as shown, are as follows:

Titleholders:

DICO INC., f/k/a Dico Company, Inc., f/k/a Dico Corporation, f/k/a Dairy Industries, Inc., 2701 Spruce St., Quincy, IL 62301
Registered Agent: Cheri T. Holley, c/o DICO INC., 2345 E. Market St., Des Moines, IA 50316

Leinholders, Encumbrancers, Leaseholders and Existing Easement Interests:

City of Des Moines
c/o City Clerk, City Hall, 400 East First Street, Des Moines, IA 50309
Easement for Sewer Right-of-Way - Book 3880, Page 456
Flood Control Easement Deed - Book 3895, Page 489
Flood Control Easement Deed - Book 3977, Page 345
Easement for Access - Book 5048, Page 643

Mid-American Energy Company, successor by merger to
Iowa Power and Light Company
666 Grand Avenue, P.O. Box 657, Des Moines, IA 50303
Easement for Electrical Supply Line - Book 4980, Page 735

City of Des Moines, Iowa, for the use and benefit of the
Board of Water Works Trustees of the City of Des Moines, Iowa
Des Moines Water Works, 2201 Valley Drive, Des Moines, IA 50321
Grant of Easement for Water Intake and Distribution System - Book 5048, Page 201

Taxing Authority: Polk County, Iowa
Polk County Administration Building
111 Court Avenue, Des Moines, IA 50309

Award for temporary access easement $ 2,650

TOTAL AWARD ---------- $ 2,650

Hourly rate of $10 for time in excess of 500 hours

The information relied on by the Commissioners in assessing the damages for the taking as above provided is as follows:

Note to Commissioners: Attach additional sheets, if needed, to describe information relied on, and make reference to documents relied on (e.g. appraisals) in assessing damages for the taking.

WITNESS OUR HANDS at Des Moines, Iowa, the day and year last above written.

F:\SHARED\BOWL\LEGAL\CONDEMN\DICO Sheriff's Return.doc

MINUTES OF MEETING OF COMMISSIONERS:

DATE: September 5, 2001 TIME: 9:00 AM
PLACE: 206 6th Avenue, Suite 520
CONDEMNOR: City of Des Moines
CONDEMNEE: Dico Inc.
PROJECT: Martin Luther King, Jr. Parkway Project

On the date listed above, a hearing regarding the above listed condemnation was held. The Commissioners heard presentations from:

Condemnor (and/or Attorney): Emily Clark City of DSM Terry Timmins
Fred Lock [redacted] appraiser, Dave McGuffin Eng

Witness for condemnor:

Condemnee (and/or Attorney): Brent Sodersteadm

Witness for condemnee:

RE: LEGAL DESCRIPTION: TEMPORARY ACCESS EASEMENT

ALL OF DICO PLAT NO. 1, AN OFFICIAL PLAT, ALL NOW INCLUDED IN AND FORMING A PART OF THE CITY OF DES MOINES, POLK COUNTY, IOWA. EXCEPTING THEREFROM THE FOLLOWING DESCRIBED PARCELS:
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EXCEPT BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT ONE; THENCE NORTH ON THE EAST LINE OF SAID LOT ONE A DISTANCE OF 50.00 FEET; THENCE NORTHWESTERLY A DISTANCE OF 200.00 FEET TO THE POINT OF INTERSECTION WITH THE NORTH RIGHT-OF-WAY LINE OF THE DES MOINES UNION RAILWAY COMPANY (ALSO THE NORTHERLY LINE OF LOT A OF SAID DICO PLAT NO. 1); THENCE SOUTHEASTERLY ON SAID NORTH RIGHT-OF-WAY LINE TO THE POINT OF BEGINNING.
EXCEPT THAT PART OF SAID LOT 2 LYING SOUTH OF THE FOLLOWING DESCRIBED LINE: BEGINNING AT A POINT ON THE EAST LINE OF SAID LOT 2, SAID POINT BEING THE INTERSECTION OF THE SOUTH LINE OF LOT A OF SAID DICO PLAT NO. 1 AND THE EAST LINE OF SAID LOT 2 (THE EAST LINE OF SAID LOT 2 IS ASSUMED TO BEAR NORTH 00° (DEGREES) 10' (MINUTES) 44" (SECONDS) EAST FOR THE PURPOSE OF THIS DESCRIPTION); THENCE NORTHWESTERLY ON A 434.66-FOOT RADIUS CURVE CONCAVE NORTHEASTERLY AND HAVING A 179.98-FOOT LONG CHORD BEARING NORTH 57°16'59" WEST A DISTANCE OF 181.29 FEET (ARC LENGTH); THENCE NORTH 45°35'39" WEST A DISTANCE OF 1,159.97 FEET; THENCE NORTHERLY ON A 461.83-FOOT RADIUS CURVE CONCAVE EASTERLY AND HAVING A 400.30-FOOT LONG CHORD BEARING NORTH 19°54'39" WEST A DISTANCE OF 414.02 FEET (ARC LENGTH); THENCE NORTH 05°46'30" EAST A DISTANCE OF 14.02 FEET; THENCE NORTHERLY ON A 439.90-FOOT RADIUS CURVE CONCAVE EASTERLY AND HAVING A 135.71-FOOT LONG CHORD BEARING NORTH 14°38'52" EAST A DISTANCE OF 136.26 FEET (ARC LENGTH), THENCE NORTH 66°59'12" WEST A DISTANCE OF 142.89 FEET TO THE WEST LINE OF SAID LOT 2.
EXCEPTING THAT PART OF SAID LOT ONE LYING EASTERLY OF THE SOUTHERLY EXTENSION OF THE WEST LINE OF S.W. 17TH STREET AND NORTHERLY OF THE FOLLOWING DESCRIBED LINE: BEGINNING AT A POINT ON THE MOST EASTERLY LINE OF SAID LOT ONE, SAID POINT BEING 459.90 FEET SOUTH OF THE NORTHEASTERLY CORNER OF SAID LOT ONE; THENCE WESTERLY 90°00'00" FROM THE MOST EASTERLY LINE OF SAID LOT ONE A DISTANCE OF 854.55 FEET.
EXCEPTING THAT PART OF SAID LOT ONE LYING SOUTH OF THE FOLLOWING DESCRIBED LINE: BEGINNING AT A POINT ON THE MOST EASTERLY LINE OF SAID LOT ONE, SAID POINT BEING 459.90 FEET SOUTH OF THE NORTHEASTERLY CORNER OF SAID LOT ONE; THENCE WESTERLY 90°00'00" FROM THE MOST EASTERLY LINE OF SAID LOT ONE A DISTANCE OF 854.55 FEET.
CONTAINING APPROXIMATELY 515,557 SQUARE FEET, OR 11.84 ACRES.

TOTAL AWARD $ 2,650.00

HOURLY RATE OF $10.00 FOR TIME IN EXCESS OF 500 HOURS

YOU AND EACH OF YOU ARE HEREBY NOTIFIED that the duly appointed and qualified commissioners assessed and appraised the damages sustained by reason of the condemnation as set out above, and that pursuant to Section 6B.18 of the Code of Iowa, you may within thirty (30) days from the date of mailing this Notice, appeal to the District Court as by law provided.

Dated this 5th day of September, 2001.

SHERIFF OF POLK COUNTY, IOWA

By: M L Aschbrenner
Deputy

F:\SHARED\ROW\LEGAL\CONDEMN\DICO-Notice of Appraisement.doc

IN THE SHERIFF'S OFFICE OF POLK COUNTY, IOWA

IN THE MATTER OF THE CONDEMNATION OF CERTAIN RIGHTS IN LAND FOR MARTIN LUTHER KING, JR. PARKWAY PROJECT (DICO INC.)	)	
by the	)	ENDORSEMENT OF SHERIFF OF MAILING OF NOTICE OF APPRAISEMENT OF DAMAGES AND TIME FOR APPEAL
CITY OF DES MOINES, IOWA, IA077011A,	)	
Applicant.	)	

I, the undersigned, Sheriff of Polk County, hereby endorse on the foregoing Report of Commissioners that I have mailed by ordinary mail on the 5th day of September, 2001, the attached Notices of Appraisement of damages and time for appeal to each of the persons to which they are addressed.

Dennis W. Anderson

DENNIS W. ANDERSON, SHERIFF
POLK COUNTY, IOWA

By M R Aschbrenner
Deputy

F:\SHARED\ROW\LEGAL\CONDEMN\DICO-Endorsement of Sheriff.doc

IN THE SHERIFF'S OFFICE OF POLK COUNTY, IOWA

IN THE MATTER OF THE CONDEMNATION OF CERTAIN RIGHTS IN LAND FOR MARTIN LUTHER KING, JR. PARKWAY PROJECT (DICO INC.)	)	
by the	)	SHERIFF'S CERTIFICATION OF COSTS AND AWARDS
CITY OF DES MOINES, IOWA, IA077011A,	)	
Applicant.	)	

TO: Clerk of Polk County District Court/Polk County Recorder

I hereby certify that the appointed commissioners in the above-entitled condemnation commission proceedings convened at the Midland Building on the 5th day of September, 2001, and thereupon proceeded to view the premises and the commission did thereafter on the 5th day of September, 2001, file their written report with me awarding damages as follows:

TITLEHOLDERS, ENCUMBRANCERS, AND LIENHOLDERS:

Titleholders:

DICO INC., f/k/a Dico Company, Inc., f/k/a Dico Corporation,
f/k/a Dairy Industries, Inc., 2701 Spruce St., Quincy, IL 62301
Registered Agent: Cheri T. Holley, c/o DICO INC.,
2345 E. Market St., Des Moines, IA 50316

Leinholders, Encumbrancers, Leaseholders and Existing Easement Interests:

City of Des Moines
c/o City Clerk, City Hall, 400 East First Street, Des Moines, IA 50309
Easement for Sewer Right-of-Way - Book 3880, Page 456
Flood Control Easement Deed - Book 3895, Page 489
Flood Control Easement Deed - Book 3977, Page 345
Easement for Access - Book 5048, Page 643

Mid-American Energy Company, successor by merger to
Iowa Power and Light Company
666 Grand Avenue, P.O. Box 657, Des Moines, IA 50303
Easement for Electrical Supply Line - Book 4980, Page 735

4/00
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FILED FOR RECORD
POLK COUNTY, IOWA
01 JUL 25 P 3: 10.4
TIMOTHY J. BRIEN
RECORDER

INST # 008440
RECORDING FEE 4/00
AUDITOR FEE

'01 JUL 25 PM 2 29
DENNIS W. ARDERSON
SHERIFF
POLK COUNTY, IOWA

Prepared by: Emily Gould Chafa, Assistant City Attorney, City Legal Department, 400 East First Street, Des Moines, Iowa, (515) 283-4130

IN THE SHERIFF'S OFFICE OF POLK COUNTY, IOWA

IN THE MATTER OF THE CONDEMNATION OF CERTAIN RIGHTS IN LAND FOR MARTIN LUTHER KING, JR. PARKWAY PROJECT (DICO INC.)	
by the	APPLICATION FOR CONDEMNATION
CITY OF DES MOINES, IOWA. IA077011A, Applicant.	

TO: ARTHUR E. GAMBLE, CHIEF JUDGE, FIFTH JUDICIAL DISTRICT

YOU ARE HEREBY NOTIFIED that the Applicant City of Des Moines, Iowa, a municipal corporation, desires to take, acquire and condemn a temporary easement interest in the property hereafter described. The City of Des Moines desires the rights specified in the property sought to be condemned for use for the Martin Luther King, Jr. Parkway Project.

PART 1 - DESCRIPTION OF PROPERTY AND PROPERTY INTEREST TO BE ACQUIRED; PUBLIC USE OR PURPOSE FOR THE TAKING; NATURE OF THE TEMPORARY EASEMENT INTEREST.

1. The property in which a temporary easement interest is sought to be acquired for the Martin Luther King, Jr. Parkway Project is shown as the Easement Area on the attached Acquisition Plat. Said Acquisition Plat is marked Exhibit A and is by this reference made a part hereof. The Easement Area is legally described as follows:

LEGAL DESCRIPTION OF THE EASEMENT AREA–Temporary Access Ensement Interest-City of Des Moines, Iowa:

ALL OF DICO PLAT NO. 1, AN OFFICIAL PLAT, ALL NOW INCLUDED IN AND FORMING A PART OF THE CITY OF DES MOINES, POLK COUNTY, IOWA, EXCEPTING THEREFROM THE FOLLOWING DESCRIBED PARCELS:

EXCEPT THE NORTHERLY 150.00 FEET OF SAID LOTS ONE (1), TWO (2) AND C.

EXCEPT BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT ONE; THENCE NORTH ON THE EAST LINE OF SAID LOT ONE A DISTANCE

OF 50.00 FEET; THENCE NORTHWESTERLY A DISTANCE OF 200.00 FEET TO THE POINT OF INTERSECTION WITH THE NORTH RIGHT-OF-WAY LINE OF THE DES MOINES UNION RAILWAY COMPANY (ALSO THE NORTHERLY LINE OF LOT A OF SAID DICO PLAT NO. 1); THENCE SOUTHEASTERLY ON SAID NORTH RIGHT-OF-WAY LINE TO THE POINT OF BEGINNING.

EXCEPT THAT PART OF SAID LOT 2 LYING SOUTH OF THE FOLLOWING DESCRIBED LINE: BEGINNING AT A POINT ON THE EAST LINE OF SAID LOT 2, SAID POINT BEING THE INTERSECTION OF THE SOUTH LINE OF LOT A OF SAID DICO PLAT NO. 1 AND THE EAST LINE OF SAID LOT 2 (THE EAST LINE OF SAID LOT 2 IS ASSUMED TO BEAR NORTH 00° (DEGREES) 10' (MINUTES) 44" (SECONDS) EAST FOR THE PURPOSE OF THIS DESCRIPTION); THENCE NORTHWESTERLY ON A 434.66-FOOT RADIUS CURVE CONCAVE NORTHEASTERLY AND HAVING A 179.98-FOOT LONG CHORD BEARING NORTH 57°16'59" WEST A DISTANCE OF 181.29 FEET (ARC LENGTH); THENCE NORTH 45°35'39" WEST A DISTANCE OF 1,159.97 FEET; THENCE NORTHERLY ON A 461.83-FOOT RADIUS CURVE CONCAVE EASTERLY AND HAVING A 400.30-FOOT LONG CHORD BEARING NORTH 19°54'39" WEST A DISTANCE OF 414.02 FEET (ARC LENGTH); THENCE NORTH 05°46'30" EAST A DISTANCE OF 14.02 FEET; THENCE NORTHERLY ON A 439.90-FOOT RADIUS CURVE CONCAVE EASTERLY AND HAVING A 135.71-FOOT LONG CHORD BEARING NORTH 14°38'52" EAST A DISTANCE OF 136.26 FEET (ARC LENGTH); THENCE NORTH 66°59'12" WEST A DISTANCE OF 142.89 FEET TO THE WEST LINE OF SAID LOT 2.

EXCEPTING THAT PART OF SAID LOT ONE LYING EASTERLY OF THE SOUTHERLY EXTENSION OF THE WEST LINE OF S.W. 17TH STREET AND NORTHERLY OF THE FOLLOWING DESCRIBED LINE: BEGINNING AT A POINT ON THE MOST EASTERLY LINE OF SAID LOT ONE, SAID POINT BEING 459.90 FEET SOUTH OF THE NORTHEASTERLY CORNER OF SAID LOT ONE; THENCE WESTERLY 90°00'00" FROM THE MOST EASTERLY LINE OF SAID LOT ONE A DISTANCE OF 854.55 FEET.

EXCEPTING THAT PART OF SAID LOT ONE LYING SOUTH OF THE FOLLOWING DESCRIBED LINE: BEGINNING AT A POINT ON THE MOST EASTERLY LINE OF SAID LOT ONE, SAID POINT BEING 459.90 FEET SOUTH OF THE NORTHEASTERLY CORNER OF SAID LOT ONE; THENCE WESTERLY 90°00'00" FROM THE MOST EASTERLY LINE OF SAID LOT ONE A DISTANCE OF 854.55 FEET.

CONTAINING APPROXIMATELY 515,557 SQUARE FEET, OR 11.84 ACRES.

PROPERTY ADDRESS: 200 SW 16th Street, Des Moines, Iowa

2. The said temporary easement interest will be used by the City of Des Moines for the purpose of undertaking the following activities for the following purposes in support and advancement of the construction of the Martin Luther King, Jr. Parkway Project, East-West

Phase (hereinafter "the Project") upon the Easement Area:

(a) Survey of the Easement Area to determine the boundaries and other physical features thereof in anticipation of the construction of Martin Luther King, Jr. Parkway improvements thereon;

(b) Conduct a geotechnical audit of a portion of the Easement Area, through the taking of soil borings, to determine the load bearing capacity and other characteristics of that portion of the Easement Area and its ability to accommodate the construction of Martin Luther King, Jr. Parkway improvements thereon;

(c) Conduct an environmental audit of the Easement Area, to determine the presence and extent of environmental contaminants therein (including but not limited to petroleum hydrocarbons, COCs, VOCs, Semi-VOCs, heavy metals and/or PCBs), and to determine the impact that the construction of the Martin Luther King, Jr. Parkway improvements thereon would have on such environmental contaminants and on current efforts to remediate the Easement Area. Such audit may include the construction and development of soil boreholes and temporary or long-term monitoring wells to gain access to the underlying soils and groundwater table in order to obtain soil and groundwater samples for laboratory analysis to establish the horizontal and vertical extent of soil and/or groundwater contamination. Soils which are excavated or otherwise disturbed during the course of said audit, and which contain contaminants (petroleum hydrocarbons, COCs, VOCs, Semi-VOCs, heavy metals and/or PCBs) above action levels, will be removed and disposed of off-site at an approved treatment facility. The environmental audit will be performed in order to assist the City in determining if additional or different remedial activities will be required in order to undertake the construction of the Martin Luther King, Jr. Parkway improvements on the Easement Area. Remedial activities may include the relocation of extraction wells, pumps or related equipment located on the Easement Area, such remedial activities to be undertaken only with the approval and at the direction of the U.S. Environmental Protection Agency.

3. The temporary easement shall be for a period of two years from and after the date of condemnation, and during said two year period the City, its employees, agents, consultants and/or contractors will be present upon and occupy the Easement Area or a portion thereof for a combined total of not more than 500 hours. In the event the Easement Area or any portion thereof is occupied in excess of 500 hours during said two year period, the condemnee/property owner shall be further compensated at a per hour rate to be determined by the Compensation Commission for each additional hour of occupancy in excess of 500 hours.

4. It is understood that the City may have to share the results of its environmental audit with State and/or Federal agencies in order for the Project to be undertaken and completed on the Easement Area.

5. If the Easement Area is damaged as a direct result of the survey or audit activities undertaken on the Easement Area by the City, its employees, agents, contractors and/or consultants, the City will, at the City's discretion, either repair the Easement Area or pay for the damage. The City will perform, or reimburse the condemnee/property owner for performing, any backfilling or restoration work on the Easement Area necessitated by the performance of survey or audit activities, including the restoration of surface improvements and any plantings thereby disturbed, to the pre-excavation condition to the satisfaction of the condemnee/property owner.

6. The City or its agents, consultants and/or contractors will notify the condemnee/property

owner at least 24 hours prior to entering upon the Easement Area for purposes of conducting survey or audit activities. The City will keep the condemnee/property owner informed of the progress of the environmental audit activities, to notify the condemnee/property owner when the audit has been completed, and, at the condemnee/property owner's request, to share any information obtained, including audit reports, with the condemnee/property owner.

7. The City's contact agent for purposes of conducting audit activities is:

David Neal McGuffin, P.E., Environmental Engineer,
City of Des Moines Engineering Department
City Hall, 400 East 1st Street, Des Moines, Iowa, 50309-1809
Telephone: (515) 283-4028.

8. The City and its agents, consultants and/or contractors will comply at all times during the term of this temporary easement with all applicable ordinances and laws of any City, county, or state government of the United States Government, and of any political division or subdivision or agency, authority or commission thereof which may have jurisdiction to pass laws or ordinances with respect to the Easement Area.

PART II NAMES OF RECORD OWNERS AND HOLDERS OF LIENS AND ENCUMBRANCERS OF THE EASEMENT AREA.

The names and addresses of all record owners and holders of liens and encumbrancers with respect to the Easement Area, as far as shown, are as follows:

Titleholders:

DICO INC., f/k/a Dico Company, Inc., f/k/a Dico Corporation.
f/k/a Dairy Industries, Inc., 2701 Spruce St., Quincy, IL 62301
Registered Agent: Cheri T. Holley, c/o DICO INC.,
2345 E. Market St., Des Moines, IA 50316

Leinholders, Encumbrancers, Leaseholders and Existing Easement Interests:

City of Des Moines
c/o City Clerk, City Hall, 400 East First Street, Des Moines, IA 50309
Easement for Sewer Right-of-Way - Book 3880, Page 456
Flood Control Easement Deed - Book 3895, Page 489
Flood Control Easement Deed - Book 3977, Page 345
Easement for Access - Book 5048, Page 643

Mid-American Energy Company, successor by merger to
Iowa Power and Light Company
666 Grand Avenue, P.O. Box 657, Des Moines, IA 50303
Easement for Electrical Supply Line - Book 4980, Page 735

City of Des Moines, Iowa, for the use and benefit of the
Board of Water Works Trustees of the City of Des Moines, Iowa
Des Moines Water Works, 2201 Valley Drive, Des Moines, IA 50321
Grant of Easement for Water Intake and Distribution System - Book 5048, Page 201

Taxing Authority: Polk County, Iowa
Polk County Administration Building
111 Court Avenue, Des Moines, IA 50309

PART III. PROPERTY INTERESTS NECESSARY TO ACHIEVE THE PUBLIC PURPOSE AND PROPERTY INTERESTS PROPOSED TO BE ACQUIRED FOR THE PROJECT.

The Acquisition Plat, marked as Exhibit A and attached hereto and made a part hereof, identifies those portions of the condemnee's property, the Easement Area, which are required by the City of Des Moines for the purposes of conducting a survey and geotechnical and environmental audits in conjunction with the Martin Luther King, Jr. Parkway Project. The City further asserts that said Easement Area constitutes the necessary minimum amount of land required to achieve the purpose herein identified. The City is acquiring the Temporary Access Easement described herein subject to the existing easement interests on this property.

PART IV. GOOD FAITH EFFORTS MADE BY THE CITY TO NEGOTIATE THE PURCHASE OF THE PROPERTY.

The City represents and warrants that it has undertaken the following activities in attempting to negotiate the purchase of a temporary easement interest in the Easement Area from the condemnee/property owner:

(a) On October 4, 1999, by Roll Call No. 99-3144, the Des Moines City Council adopted a resolution authorizing the acquisition of all properties and property interest required for the Project.

(b) On April 19, 2001, the Real Estate Division of the City of Des Moines Engineering Department received a compensation estimate of the value of the temporary easement hereinabove described, prepared by Mr. Fred Lock, a professional real estate appraiser with Iowa Appraisal and Research Corporation. Said compensation estimate indicated a fair market value of the easement interest as of that date in the amount of $2,648.00.

(c) On May 1, 2001, the City Manager of the City of Des Moines approved the above referenced compensation estimate, establishing the fair market value of the temporary easement interest in the amount of $2,648.00, as determined by said compensation estimate.

(d) On May 9, 2001, the Real Estate Division of the City of Des Moines Engineering Department mailed to the condemnee/property owner an offer to purchase said temporary easement interest at the fair market value thereof, as set forth in the compensation estimate and as established by the City Council, together with a copy of the compensation estimate. The offer was also accompanied by a cover letter, informing the condemnee/property owner of its right to waive the 10 day waiting period for commencement of negotiations, and informing the condemnee/property owner of the requirement that the City negotiate for purchase of the property in good faith.

(e) Having received no response to the City's offer, the Real Estate Division corresponded with the condemnee/property owner by letter dated June 4, 2001, therein reiterating the City's offer of $2,650.00 for acquisition of the temporary easement interest, and indicating that the City's offer would remain open for acceptance by the

condemnee/property owner through June 15, 2001.

(d) The condemnee/property owner made no response to the Real Estate Division's June 4th letter, and City's offer to purchase the temporary easement interest expired on June 15, 2001.

NOW, THEREFORE, pursuant to a regularly adopted resolution by the City Council of the City of Des Moines, **YOU ARE HEREBY REQUESTED** to appoint a Compensation Commission to appraise the damages caused by this appropriation; said Commission to consist of six commissioners who shall be residents of Polk County, Iowa.

YOU ARE FURTHER REQUESTED to give written notice to the City of Des Moines, Iowa as soon as the commissioners have been appointed.

Dated this 3d day of July, 2001.

CITY OF DES MOINES, IOWA

Emily Gould Chafa

Emily Gould Chafa PK0011406
Assistant City Attorney
City Hall, 400 East First Street
Des Moines, IA 50309-1891
Telephone: (515) 283-4530

APPROVED this 23 day of July, 2001.

Chief Judge, Fifth Judicial District

In accord with Iowa Code Section 6B.3(7), I, the undersigned, certify under penalty of perjury and pursuant to the laws of the State of Iowa that this Original Application for Condemnation has been approved by the Chief Judge of the Fifth Judicial District

Emily Gould Chafa

Emily Gould Chafa PK0011406
Assistant City Attorney
City of Des Moines, Iowa

Filed in my office at Des Moines, Iowa, this 25 day of July 2001.

Sheriff of Polk County, Iowa

ACQUISITION PLAT

FOR THE CITY OF DES MOINES, IOWA

LEGAL DESCRIPTION: TEMPORARY ACCESS EASEMENT

ALL OF DICO PLAT NO. 1, AN OFFICIAL PLAT, ALL NOW INCLUDED IN AND FORMING A PART OF THE CITY OF DES MOINES, POLK COUNTY, IOWA, EXCEPTING THEREFROM THE FOLLOWING DESCRIBED PARCELS:

EXCEPT THE NORTHERLY 150.00 FEET OF SAID LOTS ONE (1), TWO (2) AND C.

EXCEPT BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT ONE; THENCE NORTH ON THE EAST LINE OF SAID LOT ONE A DISTANCE OF 50.00 FEET; THENCE NORTHWESTERLY A DISTANCE OF 200.00 FEET TO THE POINT OF INTERSECTION WITH THE NORTH RIGHT-OF-WAY LINE OF THE DES MOINES UNION RAILWAY COMPANY (ALSO THE NORTHERLY LINE OF LOT A OF SAID DICO PLAT NO. 1); THENCE SOUTHEASTERLY ON SAID NORTH RIGHT-OF-WAY LINE TO THE POINT OF BEGINNING.

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CONTAINING APPROXIMATELY 515,557 SQUARE FEET, OR 11.84 ACRES.

ADDRESS OF SURVEY
200 SW 16TH STREET
DES MOINES, IOWA
OWNER: DICO COMPANY, INC.
PARCEL NO. 020-00962-002-004
PROJECT PARCEL NO. 34
TEMPORARY ACCESS EASEMENT

MARTIN LUTHER KING JR PARKW.
ACT. NO. 28-2001-0

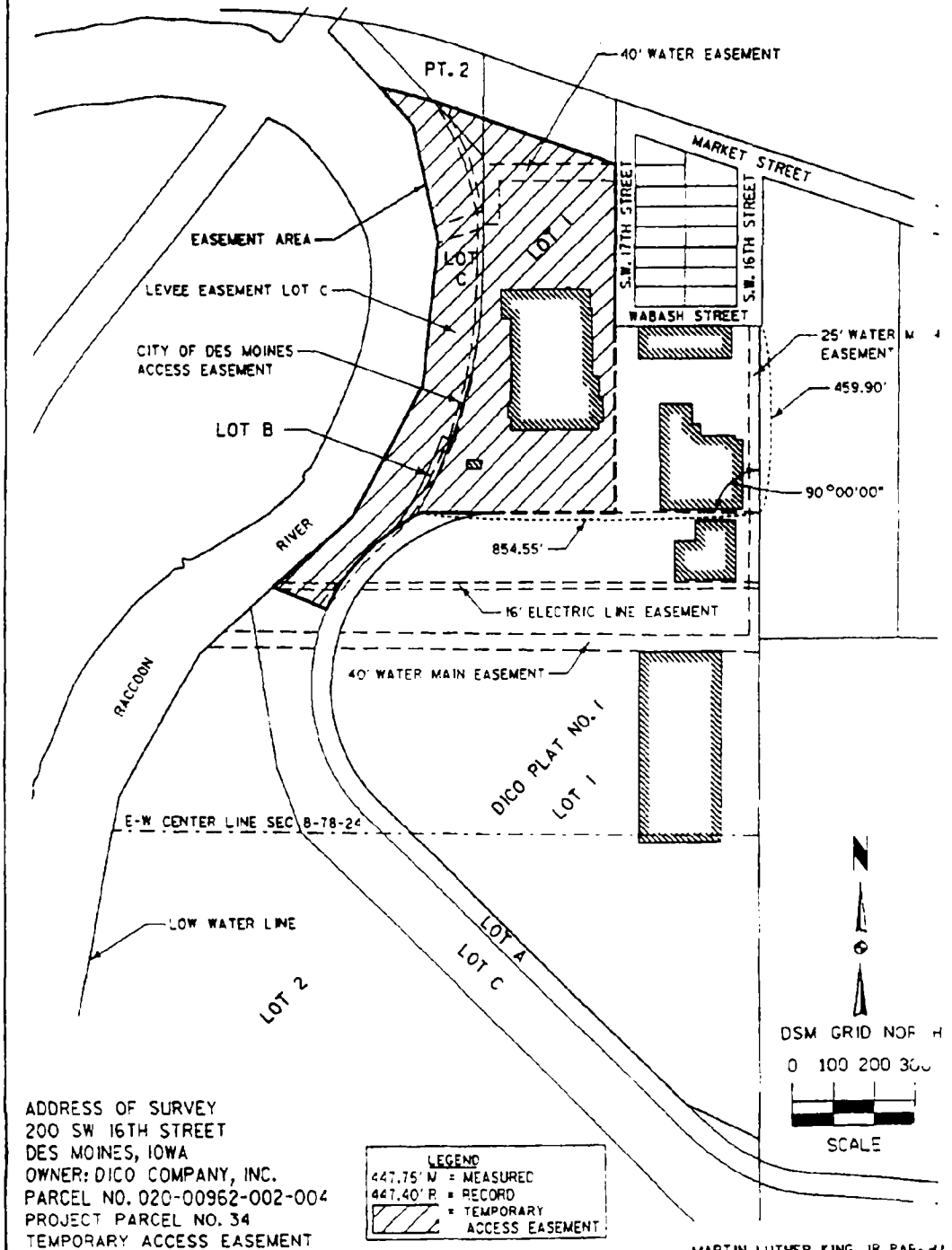
EARTH TECH
DES MOINES, IOWA
(515) 244-1470

EXHIBIT A SHEET 2 OF

BJS 6-26-01
REV/BY DATE

ACQUISITION PLAT

FOR THE CITY OF DES MOINES, IOWA



ADDRESS OF SURVEY
200 SW 16TH STREET
DES MOINES, IOWA
OWNER: DICO COMPANY, INC.
PARCEL NO. 020-00962-002-004
PROJECT PARCEL NO. 34
TEMPORARY ACCESS EASEMENT

LEGEND
447.75' M = MEASURED
447.40' R = RECORD
= TEMPORARY ACCESS EASEMENT

MARTIN LUTHER KING JR PARKWAY
ACT. NO. 28-2001-04

LICENSED LAND SURVEYOR MICHAEL R. FAGLE 8505 IOWA

I hereby certify that this Land Surveying document was prepared 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.

6-26-01

MICHAEL R. FAGLE — Date
License number 8505
My license renewal date is December 31, 2002.
Pages or sheets covered by this seal:
SHEET 1 AND 2 OF 2

EARTH TECH
DES MOINES, IOWA
(515) 244-1470

EXHIBIT A SHEET 1 OF

BJS:6-26-01
REV/BY:DATE

IN THE SHERIFF'S OFFICE OF POLK COUNTY, IOWA

IN THE MATTER OF THE CONDEMNATION OF CERTAIN RIGHTS IN LAND FOR MARTIN LUTHER KING, JR. PARKWAY PROJECT (DICO INC.)	)	
by the	)	AFFIDAVIT OF HIGHEST OFFER
CITY OF DES MOINES, IOWA, IA077011A,	)	
Applicant.	)	

'01 SEP 5 AM 8 39
DENNIS W. ANDERSON
SHERIFF
POLK COUNTY, IOWA

STATE OF IOWA)
) ss:
COUNTY OF POLK)

I, Judy Rains, Real Estate Contracts and Closing Specialist, acting as agent of the City of Des Moines, Iowa, Applicant in the captioned matter, hereby state that the most recent offer made to DICO, INC., owner of the property sought to be condemned for the Martin Luther King, Jr. Parkway Project was $2,650.00 for a temporary access easement interest.

BY: Judy Rains
Judy Rains

Subscribed and sworn to before me by the said Judy Rains this 4 day of September, 2001.

Emily Gould Chafa
Notary Public in and for the State of Iowa

F:\SHARED\ROW\LEGAL\CONDEMN\DICO-Affidavit of Highest Offer.doc

EMILY GOULD CHAFA
COMMISSION NO. 163928
MY COMMISSION EXPIRES
2-13-2004

IN THE SHERIFF'S OFFICE OF POLK COUNTY, IOWA

IN THE MATTER OF THE CONDEMNATION OF CERTAIN RIGHTS IN LAND FOR MARTIN LUTHER KING, JR. PARKWAY PROJECT (DICO INC.)	)	
by the	)	CONDEMNATION COMMISSIONER'S STATEMENT
CITY OF DES MOINES, IOWA, IA077011A,	)	
Applicant.	)	

TO THE SHERIFF OF POLK COUNTY:

I certify that my fee and expenses as a member of the commission in the matter of the condemnation of certain real estate or rights to real estate for the Martin Luther King, Jr. Parkway Project, held on the 5th day of September 2001, are as follows and that these claims are due, just and unpaid.

1	day service at $200.00	$ 200
10	miles at $.34.5/mile	$ 3.45
1	meals	$ 7.00
1	parking	$ 3.00
Transportation	TOTAL	$ 234.45

Signed this 5th day of September, 2001.

COMMISSIONER

550-34th Ste 301
Des Moines, Ia 503
481-523488

IN THE SHERIFF'S OFFICE OF POLK COUNTY, IOWA

IN THE MATTER OF THE CONDEMNATION OF CERTAIN RIGHTS IN LAND FOR MARTIN LUTHER KING, JR. PARKWAY PROJECT (DICO INC.)	)	
by the	)	CONDEMNATION COMMISSIONER'S STATEMENT
CITY OF DES MOINES, IOWA, IA077011A,	)	
Applicant.	)	

TO THE SHERIFF OF POLK COUNTY:

I certify that my fee and expenses as a member of the commission in the matter of the condemnation of certain real estate or rights to real estate for the Martin Luther King, Jr. Parkway Project, held on the 5th day of September 2001, are as follows and that these claims are due, just and unpaid.

1	day service at $200.00	$ 200 00
10	miles at $.34.5/mile	$ 3.45
1	meals	$ 7.50
1	parking	$ 5.00
	Transportation	
	TOTAL	$ 20.00

Signed this 5th day of September, 2001. 223.95

COMMISSIONER

521 1.5 3rd

Des Moines IA 50313

IN THE SHERIFF'S OFFICE OF POLK COUNTY, IOWA

IN THE MATTER OF THE CONDEMNATION OF CERTAIN RIGHTS IN LAND FOR MARTIN LUTHER KING, JR. PARKWAY PROJECT (DICO INC.)	)	
by the	)	CONDEMNATION COMMISSIONER'S STATEMENT
CITY OF DES MOINES, IOWA, IA077011A,	)	
Applicant.	)	

TO THE SHERIFF OF POLK COUNTY:

I certify that my fee and expenses as a member of the commission in the matter of the condemnation of certain real estate or rights to real estate for the Martin Luther King, Jr. Parkway Project, held on the 5th day of September 2001, are as follows and that these claims are due, just and unpaid.

1	day service at $200.00	$ 200.00
8	miles at $.34.5/mile	$ 2.88
1	meals	$ 7.50
3	parking	$ 3.50
TOTAL		$ $213.88

Signed this 5th day of September, 2001.

COMMISSIONER

Anthony Pepin

485-22-3908

IN THE SHERIFF'S OFFICE OF POLK COUNTY, IOWA

IN THE MATTER OF THE CONDEMNATION OF CERTAIN RIGHTS IN LAND FOR MARTIN LUTHER KING, JR. PARKWAY PROJECT (DICO INC.)	)	
by the	)	CONDEMNATION COMMISSIONER'S STATEMENT
CITY OF DES MOINES, IOWA, 1A077011A,	)	
Applicant.	)	

TO THE SHERIFF OF POLK COUNTY:

I certify that my fee and expenses as a member of the commission in the matter of the condemnation of certain real estate or rights to real estate for the Martin Luther King, Jr. Parkway Project, held on the 5th day of September 2001, are as follows and that these claims are due, just and unpaid.

1	day service at $200.00	$ 200.00
31	miles at $.34.5/mile	$ 10.70
1	meals	$ 7.50
1	parking	$ 4.00
	TOTAL	$ 222.20

Signed this 5th day of September, 2001.

COMMISSIONER

6220 S.E. 6th Ave 5032

515-34-6556

IN THE SHERIFF'S OFFICE OF POLK COUNTY, IOWA

IN THE MATTER OF THE CONDEMNATION OF CERTAIN RIGHTS IN LAND FOR MARTIN LUTHER KING, JR. PARKWAY PROJECT (DICO INC.)	)	
by the	)	CONDEMNATION COMMISSIONER'S STATEMENT
CITY OF DES MOINES, IOWA, IA077011A,	)	
Applicant.	)	

TO THE SHERIFF OF POLK COUNTY:

I certify that my fee and expenses as a member of the commission in the matter of the condemnation of certain real estate or rights to real estate for the Martin Luther King, Jr. Parkway Project, held on the 5th day of September 2001, are as follows and that these claims are due, just and unpaid.

1	day service at $200.00	$ 200.00
6	miles at $.34.5/mile	$ 20 7
1	meals	$ 10.50
	parking	$ 2 50
TOTAL		$ 2 3 5 0 7

Signed this 5th day of September, 2001.

COMMISSIONER

Reed H. Burkstrom

226 SE Brady
Des Moines 50315

IN THE SHERIFF'S OFFICE OF POLK COUNTY, IOWA

IN THE MATTER OF THE CONDEMNATION OF CERTAIN RIGHTS IN LAND FOR MARTIN LUTHER KING, JR. PARKWAY PROJECT (DICO INC.)	)	
by the	)	CONDEMNATION COMMISSIONER'S STATEMENT
CITY OF DES MOINES, IOWA, IA077011A,	)	
Applicant.	)	

TO THE SHERIFF OF POLK COUNTY:

I certify that my fee and expenses as a member of the commission in the matter of the condemnation of certain real estate or rights to real estate for the Martin Luther King, Jr. Parkway Project, held on the 5th day of September 2001, are as follows and that these claims are due, just and unpaid.

1	day service at $200.00	$200.00
20	miles at $.34.5/mile	$ 6.90
1	meals	$ 7.50
	parking	$ 5.00
TOTAL		$ 219.40

Signed this 5th day of September, 2001.

Jack Roberts
COMMISSIONER

4017-83rd
Urbandale Ia 50322

IN THE DISTRICT COURT FOR POLK COUNTY

IN THE MATTER OF: THE CONDEMNATION OF CERTAIN RIGHTS IN LAND FOR MARTIN LUTHER KING, JR. PARKWAY PROJECT (DICO, INC.) by the CITY OF DES MOINES, IOWA IA077011A	MISC. NO. NOTICE OF APPEAL

COMES NOW Dico, Inc. and hereby gives Notice of Appeal to the District Court of Polk County, Iowa from each and every finding of fact, judgment and order adverse to Dico, Inc. entered by the Condemnation Commission in its Notice of Appraisement of Damages and Time for Appeal, entered on September 5, 2001.

Brenton D. Soderstrum PK0009814
Rebecca A. Brommel PK0017347
BROWN, WINICK, GRAVES, GROSS, BASKERVILLE AND SCHOENEBAUM, P.L.C.
666 Grand Avenue, Suite 2000
Des Moines, IA 50309-2510
Telephone: 515-242-2400
Facsimile: 515-283-0231

ATTORNEY FOR DICO, INC.

'01 OCT 4 PM 1 07
DENNIS W. ANDERSON
SHERIFF
POLK COUNTY, IOWA

Original filed.

Copy to:

Emily Gould Chafa
Assistant City Attorney
400 East First Street
Des Moines, Iowa 50309-1891
ATTORNEY FOR CITY OF DES MOINES

SHERIFF OF POLK COUNTY, IOWA
Civil Division
Midland Building, Suite 114
Des Moines, Iowa 50309

CERTIFICATE OF SERVICE

The undersigned hereby certifies that a true copy of the foregoing instrument was served upon each of the attorneys of record of all parties to the above-entitled cause by enclosing the same in an envelope addressed to each such attorney at such attorney's address as disclosed by the pleadings of record herein on the 3 day of October, 2001.

By: ☒ U.S. Mail ☐ Hand Delivered ☐ Federal Express ☐ Facsimile ☐ Overnight Courier ☐ Other

Signature Kristen E. Wickman

[illegible] DAIRY SUPPLY, a corporation duly organized and existing under and by virtue of the laws of the State of Illinois, for and in consideration of SIXTY THOUSAND DOLLARS ($60,000), and pursuant to authority given by the Board of Directors of said Corporation, convays and warrants unto DAIRY INDUSTRIES, INC., a corporation duly organized and existing under and by virtue of the laws of the State of Iowa, having its principal office in the County of Polk, and State of Iowa, the following described real estate, to wit:

[illegible]

situated in the County of Polk and State of Iowa, subject to all unpaid taxes and special assessments levied against the above described real estate; to grant of right-of-way to Des Moines Electric Light Company, dated January 12, 1943 and filed February 3, 1943; to Ordinance #2411, filed January 17, 1943, to the rights of persons in possession and to

57550

1923 581

[illegible]

[illegible]

[illegible] 15th day of [illegible], A. D. 1945, in the City of Chicago, County of Cook, the State of Illinois,

[illegible] CAR AND COACH COMPANY

By [illegible]

[illegible]

[illegible]

[illegible]

[illegible]

[illegible] of Illinois)

[illegible])

[illegible] of [illegible])

On this [illegible] day of [illegible], A. D. 1945, before me, a Notary Public, in and for said County, personally appeared WALTER W. CUMMINGS and BURTON D. NOYES to me personally known, who, being by me duly sworn, do say that they are President and Secretary, respectively, of CUMMINGS CAR AND COACH COMPANY, Grantor in the foregoing Deed, and that the seal affixed to said deed is the corporate seal of said Corporation by authority of the Board of Directors, and that WALTER W. CUMMINGS and BURTON D. NOYES acknowledge the execution of said instrument to be the voluntary act and deed of said Corporation.

[illegible]
Notary Public

[illegible] 20 [illegible] 1945

FILED FOR RECORD
POLK COUNTY, IOWA

02 MAR -8 A 9: 14.2

TIMOTHY J. BRIEN
RECORDER

INST # 08802
RECORDING FEE 6
AUDITOR FEE

RETURN TO:

Prepared by: Jon C. Tack, Wallace State Office Bldg., Des Moines, IA 50319-0034; Ph: 515/281-8889

NOTICE

The director of the Department of Natural Resources provides notice that the real property owned by Dico Company, Inc. and located in Polk County, Iowa, which is legally described as:

E ½ of Section 8, T78N, R24W, Polk County, Iowa.

was placed on the registry of hazardous wastes or hazardous substances disposal sites on or before March 22, 1991. The director has determined that closure activities have been completed and that the site is now properly classified pursuant to Iowa Code section 455B.427(3) as "d" - site properly closed-requires continued management. This finding does not warrant to a future purchaser of the site that the site will be free from any future adverse impacts as a result of use of the site as a hazardous waste or hazardous substances disposal site.

Questions regarding this Notice may be directed to the Department of Natural Resources, 900 East Grand Avenue, Henry A. Wallace Building, Des Moines, Iowa 50319-0034.

JEFFREY R. VONK, DIRECTOR
IOWA DEPARTMENT OF NATURAL RESOURCES

Dated this 25th day of February, 2002

STATE OF IOWA)
) ss:
COUNTY OF POLK)

On this 25th day of February, 2002, before me, a notary public in and for said county, personally appeared Jeffrey R. Vonk who stated that he is the duly appointed and acting director of the Iowa Department of Natural Resources, and that he was authorized to execute the foregoing on behalf of the Iowa Department of Natural Resources pursuant to Iowa Code section 455B.431.

Karyn A. Stone
NOTARY PUBLIC – STATE OF IOWA

KARYN A. STONE
COMMISSION EXP. 4-21-03

TITLE CERTIFICATE

IOWA TITLE COMPANY

No. 459948T1

Dated November 7, 2002 at 7:00 A.M.

Requested by **Black & Veatch - Genise Luecke**
6601 College Blvd Overland Park KS 66211
Fax Number **913-458-4332**

The undersigned hereby certifies that the following report is a correct reflection of the public records of Polk County, Iowa, and the United States District Court for the Southern District of Iowa, affecting title to the real estate legally described as follows:

Lot 1 CENTRAL DES MOINES INDUSTRIAL PARK, an Official Plat, now included in and forming a part of the City of Des Moines, Polk County, Iowa, except beginning at the Northwest corner of said Lot 1; thence Southeast 352.84 feet; thence South 47.07 feet; thence Northwest 6.25 feet; thence North 3.03 feet; thence Northwest 21.21 feet; thence Northwesterly 312.43 feet; thence North 100.41 feet to the point of beginning.

the record title to which is vested in Iowa Power and Light Company by virtue of Warranty Deed filed January 16, 1967, and recorded in Book 3833, Page 195:

Including searches for conveyances, conflicting conveyances, deeds; unreleased mortgages, modifications and extensions thereof; Uniform Commercial Code filings subsequent to January 1, 1975, claims entered in the Claimant's Book; divorce and probate proceedings, mechanics liens, attachments, suits brought and notices filed claiming distributive shares in said real estate, suits entered in the Lis Pendens Index; due, delinquent and suspended taxes, tax sales and special assessments entered on the books of the Polk County Treasurer, to date hereof.

Also including searches for unreleased federal tax liens, state tax liens; bankruptcies, judgments and transcripts of judgments from United States and County Courts against the above-named titleholder(s) for the past ten years to date, and find none except as shown. We do not certify to judgments in divorce actions entered ten years or more prior to the date hereof.

No report is made of possible liens against vendors, mortgagees or prior titleholders.

The report is made for the exclusive information and use of requestor, and no liability for errors or omissions will accrue to the benefit of any other person or corporation.

IOWA TITLE COMPANY

This report was prepared by Ramona Adkins, Abstracter.
My direct-dial telephone number is 288-3338 Ext. 402

By Ann Breeding
Ann Breeding, President

Member of the Iowa Land Title Association

Member of the American Land Title Association

District 020
Parcel 169-2
Mailing Address Mid American Energy Corporate Tax Dept DMR7 POB 657
Des Moines IA 50303-0657

Real Estate Taxes

Fiscal Year 2001-2002

1st Installment: $None assessed - Utility
2nd Installment: $None assessed - Utility

EASEMENTS:

2519-647, 2944-453, 3761-181,
3833-249, 3977-154, 4379-501,
7721-960, 8572-629, 8600-93,
8572-616, 8572-620

ENCLOSURES:

8523-776, 8572-624

ARTICLES:

6210-972, 6710-241, 6718-1,
7423-796

IOWA STATE BAR ASSOCIATION
Official Form No. 2

FOR THE LEGAL EFFECT OF THE USE OF THIS FORM, CONSULT YOUR LAWYER

WARRANTY DEED
(CORPORATE)

INST. NO. 2302
POLK COUNTY, IOWA
FILED FOR RECORD
AT 2:07 JAN 16 1967 P.M.
IRENE MALEY, RECORDER
E Blumenberg

Know All Men by These Presents:

That Des Moines Union Railway Company

having its principal place of business at Des Moines in Polk County and State of Iowa, a corporation organized and existing under the laws of Iowa in consideration of the sum of One Dollar and other valuable consideration

State of Iowa, Polk County, ss.
Entered upon transfer book this 7th day of November, 1967
M. F. Hubbell
Polk County Auditor

CONVEY unto Iowa Power and Light Company

the following described real estate situated in Polk County, Iowa, to wit:

A part of Section 8, Township 78 North, Range 24, West of the 5th P. M., in Vacated City Place described as follows: Beginning at a point 494 feet North and 240 feet West of the East Quarter corner of said Section 8; thence North, parallel to the East line of said Section 8 to the South line of a vacated 66 foot street that lies South of and adjacent to the Minneapolis & St. Louis Railway right of way, being also the North line of Block 2 in Vacated City Place; thence Northwesterly, along the North line of said Block 2 to the point of intersection with a line that is 275 feet West of and parallel to the East line of said Section 8; thence South, parallel to the East line of said Section 8, 210 feet more or less to a point that is 1335 feet North and 275 feet West of the East Quarter corner of said Section 8 (being also 10 feet North of the Southwest corner of said Block 2); thence West 10 feet North of and parallel to the North line of Wabash Street in Vacated City Place, to the East line of Southwest 16th Street; thence South along the East line of Southwest 16th Street, 60 feet to the South line of Wabash Street; thence West along the South line of Wabash Street, 5 feet; thence South parallel to the East line of said Section 8, 781 feet; thence East, parallel to the South line of Wabash Street, 340 feet to the point of beginning; all now in and forming a part of the City of Des Moines, Iowa, subject to easements and restrictions of record and subject to additional conditions set out in Exhibit "A" attached hereto.

And said Corporation hereby covenants with said grantees and successors in interest, that it holds said real estate by title in fee simple; that it has good and lawful authority to sell and convey the same; that said premises are free and clear of all liens and incumbrances whatsoever, except as may be above stated; and it covenants to Warrant and Defend the said premises against the lawful claims of all persons whomsoever, 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.

IN WITNESS WHEREOF said corporation has caused this instrument to be duly executed this 5th day of November, 1966

Des Moines Union Railway Company

By P. C. McGinn Title President

By M. F. Hubbell Title Secretary

Filed for record and delivered to the County Auditor 16 day of Jan 1967 at 2:07 P.M. and recorded in book 5 page 195 by E Blumenberg Recorder

STATE OF IOWA, }
COUNTY OF POLK } ss.

On this 3rd day of November, A.D. 1966, before me, the undersigned, a Notary Public in and for said County, in said State, personally appeared M. F. Hubbell and he is to me personally known, who, being by me duly sworn, did say that they are the Secretary and respectively, of said corporation; that ~~no seal has been procured by the said~~ (the seal affixed thereto is the seal of said) corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors; and that the said M. F. Hubbell as such officers, acknowledged the execution of said instrument to be the voluntary act and deed of said corporation, by it and by them voluntarily executed.

James E. Cook
Notary Public in and for said County
James E. Cook

R-1314

2. CORPORATE DEED
This printing June 15, 1965

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

On this 31st day of October, A. D. 1966, before me, the undersigned, a Notary Public in and for said County and State, personally appeared F. G. McGinn, to me personally known, who, being by me duly sworn, did say that he is the President of said corporation, Des Moines Union Railway Company; that the seal affixed hereto is the seal of said corporation; that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors; and the said F. G. McGinn acknowledged the execution of said instrument to be the voluntary act and deed of said corporation, by it and by him voluntarily executed.

Ashley Wilhite
Notary Public, in and for said County and State
MY COMMISSION EXPIRES NOV. 29, 1969
Ashley Wilhite

Warranty Deed
(CORPORATE)

TO

Entered upon transfer books and for taxation this ____ day of ____, 19____

Auditor

By ____ Deputy

Filed for record, indexed and delivered to County Auditor this 16 day of Jan, 1967 at 2 o'clock P. M., and recorded in Book ____ of ____ on page ____ of ____ County Records.

Recorder's and Auditor's fee $ ____ PAID

Recorder

By ____ Deputy

WHEN RECORDED RETURN TO

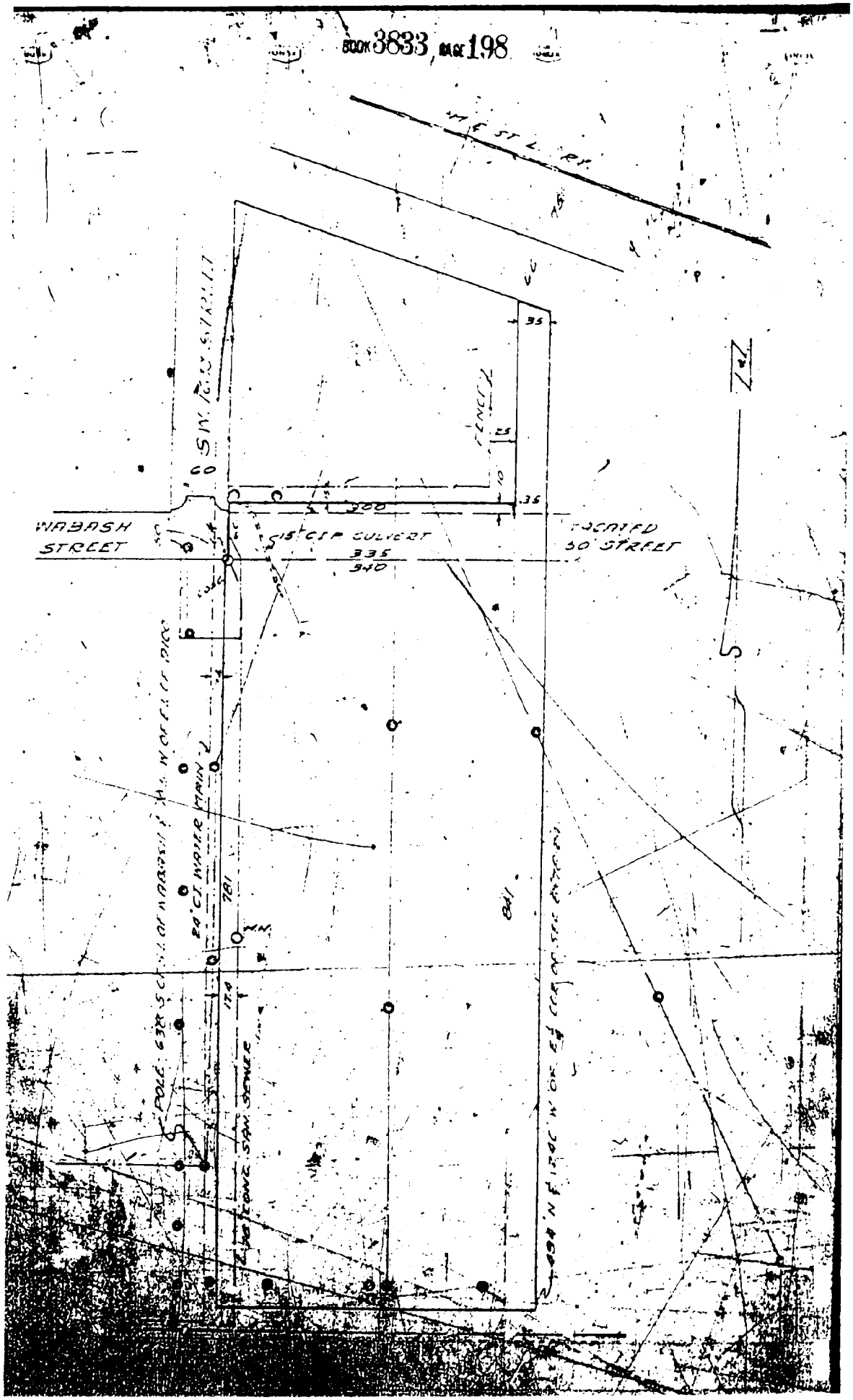
EXHIBIT "A"

1. It is expressly agreed and understood that in the event Grantee, its successors or assigns, shall decide to sell said premises in the future, Grantor, its successors or assigns, shall have the right of first refusal to repurchase this property at the same price per acre as paid by Grantee for this conveyance.

2. The Grantee, its successors or assigns, agrees with Grantor, its successors or assigns, that as a part of the consideration for this conveyance, Grantee will not lease, rent, sublease, or assign any part of the property without the express written consent of Grantor.

If the Grantee, its successors or assigns, or anyone holding or claiming by, through or under them, shall violate this condition, then this conveyance shall be null and void and all the right, title, interest and estate in said premises shall immediately revert to and be revested in the Grantor, its successors or assigns, and it shall be seized as of its former estate herein, as if these instruments had never been executed, and may immediately re-enter, repossess and hold said premises as of its former estate in fee simple.

3. This conveyance is subject to all existing burdens, restrictions and easements as shown on the right attached hereto.


WABASH STREET
PROPOSED 50' STREET
FENCE
CULVERT
336
340
200
35
25
36
60
781
120
841
EA. CT. WATER MAIN
POLE
LIMESTONE SAW SEWER

EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

For and in consideration of the sum of One and 00/100 DOLLARS [illegible]

[illegible] paid by the IOWA POWER AND LIGHT COMPANY, a corporation, receipt of which is hereby acknowledged, the undersigned [illegible]

[illegible] hereby grant unto said IOWA POWER AND LIGHT COMPANY the right to construct [illegible] and other necessary equipment upon, over and across the premises or estate described below, together with the right to enter upon the said premises for the purpose of constructing, maintaining, or removing said line, and the right to trim, cut or remove all such trees as may interfere with the operation or maintenance of said line.

[illegible] Section 8, Township [illegible] extended South, Section 8, Township [illegible] County, Iowa.

Iowa Pa
POLK COUNTY, IOWA
FILED TO RECORD
54603 AT 11:00 A.M. JUN 12 1952
AGNES GIBSON, Recorder
By [illegible]

The IOWA POWER AND LIGHT COMPANY will repair or pay for any damage which may be caused to crops, fences or other property of the undersigned by the construction, maintenance, operation, or removal of said line, and this easement shall be binding upon the heirs, successors, and assigns of both parties and shall continue until cancelled by mutual consent or the removal and abandonment of said line.

DATED AT [illegible] Iowa this 5th day of May, 1952

Dico Corporation

[signature] President

[signature] Secretary

ACKNOWLEDGMENT

STATE OF Iowa }
COUNTY OF Polk } ss.

On this 5th day of May, A.D. 1952 before me, a Notary Public, personally appeared [illegible]

(Corporate Seal) to be the person(s) who (name are) named in and who executed the foregoing instrument, and acknowledge(s) that (he) (she) (they) executed the same as (his) (her) (their) voluntary act and deed.

[signature]
Notary Public

BOOK 251 PAGE 117

MORTGAGEE'S CONSENT

ACKNOWLEDGMENT OF MORTGAGEE'S CONSENT

CORPORATION ACKNOWLEDGMENT

Notary Public

00-41-3819

EASEMENT

Inst. No.
POLK COUNTY, IOWA
FILED FOR RECORD
AT 10 o'CLOCK 28 MAR 1957
IRENE H. WALKER, RECORDER

Recorded in:
Page
Volume
Township 78 North
Range 24 West of the 5th P.M.
Section 8

KNOW ALL MEN BY THESE PRESENTS:

For and in consideration of the sum of One [illegible] Dollars ($1.00), in hand paid by the IOWA POWER AND LIGHT COMPANY, a corporation, receipt of which is hereby acknowledged, the undersigned Diao Co.

do hereby grant unto said IOWA POWER AND LIGHT COMPANY the right to construct, maintain and operate an electrical supply line, and the poles and other necessary equipment, upon, over, along and across certain real estate described below, together with the right to enter upon the said real estate for the purpose of constructing, maintaining or removing said line, and the right to trim or remove, with reasonable care, such trees as may interfere with the proper maintenance or operation thereof.

Part of Lot 4, S.P. of the North Half (N½) of the Northeast Quarter (NE¼) east of U. S. Government Lot 2, of Section 8, Township 78 North, Range 24 West of the 5th P.M., Polk County, Iowa, described as follows: Commencing at a point on the production South of the centerline of the present W. 16th Street, as now located, between Railroad Street and Wabash Street, said point being 459.9 feet South of the South line of Wabash Street, thence North along the production of the centerline of W. 16th Street 459.9 feet to the South line of Wabash Street, thence West along the South line of Wabash Street 330 feet to the West line of the present 17th Street, thence North along the West line of 17th Street 491.4 feet to a point where the production Northwesterly of the South line of Railroad Street intersects the West line of 17th Street, thence Northwesterly on the production of the South line of Railroad Street 158.03 feet, thence turning an interior angle 90°25' and continuing Southerly 440 feet to the point of a 4° and 42' curve to the right, said point of curve being 334.5 feet distant West of the West line of 17th Street, thence Southwesterly on a 4° and 42' curve to the right 654.80 feet (actual arc), thence turning an interior angle 59°49' from tangent of said curve and continuing East 829.55 feet to point of commencement, the last named course intersecting the production South of the centerline of 16th Street, at right angles, said tract of land containing 18 acres, commonly known as the Southwest corner of 17th & Wabash, situated in the County of Polk, and State of Iowa, (all of the above except Railroad Right of Way).

Guyanchors and associated drainage to be located approximately 298 feet South and 33 feet and 43 feet West of the Northeast Corner of the above described property.

The IOWA POWER AND LIGHT COMPANY will repair or pay for any damage which may be caused to crops, fences or other property of the undersigned by the construction, maintenance, operation, or removal of said line, and this easement shall be binding upon the heirs, successors, and assigns of both parties and shall continue until cancelled by mutual consent, or the removal and abandonment of said line.

DATED AT Des Moines, Iowa this [illegible] day of March, 1957

By [illegible]

[illegible] secured by mortgage or deed of [illegible] in 19____, recorded in the Recorder's Office [illegible] in Book _____ page _____ [illegible] hereby consent(s) and join(s) in the granting to said [illegible]

Dated _____

_____

_____

ACKNOWLEDGMENT OF MORTGAGEE'S CONSENT

STATE OF _____ }
COUNTY OF _____ } SS.

On this _____ day of _____, A. D., 19____, before me, a Notary Public, personally appeared _____

_____

to me known to be the person (s) who is (or are) named in and who executed the foregoing instrument, and acknowledged that ___he___ executed the same as _____ voluntary act and deed.

_____
Notary Public

CORPORATION ACKNOWLEDGMENT

STATE OF IOWA }
COUNTY OF POLK } SS.

On this 8th day of March 1956 before me, a Notary Public in and for said County in the State aforesaid, personally appeared F. A. DePuydt

_____

and _____, to me personally known, each being by me duly sworn, did say that ~~they~~ and F. A. DePuydt is the ~~vice~~ President, and the said _____ is the Secretary of Dico Co.

the corporation that executed the foregoing instrument, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed, sealed and delivered in the name and behalf of said corporation by authority of its Board of Directors, and said _____ F. A. DePuydt _____ acknowledge said instrument to be the free and voluntary act and deed of said corporation.

Witness my hand and seal the day of year last above written.

My commission expires July 4, 1957 C. Paul Brecht
Notary Public

EASEMENT FOR CROSSING OF STREET MAINTENANCE EQUIPMENT

FOR CONSIDERATION of the sum of One Dollar ($1.00) and other valuable consideration, and pursuant to Roll Call No. 2[illegible], filed with the City Council of the City of Des Moines, Iowa, under date of August 2, 1965, Des Moines Union Railway Company, an Iowa corporation, hereby grants and conveys unto the City of Des Moines, Iowa, an easement over the following described real estate, to wit:

> Commencing at a point on the West line of the East 735 Feet of Lot 6 of the Official Plat of the NW¼ of Section 9, Township 78 North, Range 24, West of the 5th P. M. that is 80 Feet from the South line of the M. & St. L. right of way (measured normal to said right of way line); thence Westerly 1200 Feet more or less to the intersection of the South line of Wabash Street and the East line of SW 16th Street; thence North 50 Feet; thence Easterly 1200 Feet more or less to a point 50 Feet North of the place of beginning; thence South to the place of beginning,

for the purpose of crossing said parcel by the street maintenance equipment of the City of Des Moines between the public streets adjoining on either end of said parcel.

IN WITNESS WHEREOF, said corporation has caused this instrument to be duly executed this 8 day of March, 1966.

DES MOINES UNION RAILWAY COMPANY

By F. G. McGinn
F. G. McGinn President

By M. F. Hubbell
M. F. Hubbell Secretary

STATE OF IOWA)
) SS:
COUNTY OF POLK)

On this 8th day of March, A. D. 1966, before me, the undersigned, a Notary Public in and for said County and State, personally appeared M. F. Hubbell, to me personally known, who, being by me duly sworn, did say that he is Secretary of said corporation, Des Moines Union Railway Company; that the seal affixed hereto is the seal of said corporation; that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors; and the said M. F. Hubbell acknowledged the execution of said instrument to be the voluntary act and deed of said corporation by it and by him voluntarily executed.

James E. Cook
Notary Public in and for Polk County, Iowa

STATE OF ILLINOIS)
) SS:
COUNTY OF COOK)

On this 3d day of March, A. D. 1966, before me, the undersigned, a Notary Public in and for said County and State, personally appeared F. G. McGinn, to me personally known, who, being by me duly sworn, did say that he is President of said corporation, Des Moines Union Railway Company; that the seal affixed hereto is the seal of said corporation; that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors; and the said F. G. McGinn acknowledged the execution of said instrument to be the voluntary act and deed of said corporation by it and by him voluntarily executed.

Ashley White
Notary Public in and for Cook County, Illinois
MY COMMISSION EXPIRES MARCH 30, 1969

I, Donald H. Gerdom, City Clerk of the City of Des Moines, Iowa, do hereby certify that the within and foregoing Easement [illegible] Union Railway Company to the City of Des Moines, [illegible] approved and accepted by the City Council of said [illegible] by Resolution and Roll Call No. 1880, passed [illegible] April 1966, and this certificate is made pur- [illegible] contained in said Resolution.

[illegible] day of April 1966.

Donald H. Gerdom
City Clerk of the City of Des Moines, Iowa

Parcel No. _____
Job No. 21-41-2835
Draft No. _____
Structures No. _____

Located in
State of Iowa
County of Polk
Township 78 North
Range 24 West of the 5th P.M.
Section 8

TRANSMISSION LINE EASEMENT

2378

KNOW ALL MEN BY THESE PRESENTS:

The undersigned Owners, DICO CORPORATION

POLK COUNTY, IOWA
RECORD
AT 9:13 JAN 17 1967 $7.50
RECORDER

and the undersigned Tenant, _____

for and in consideration of One and no/100 ---------- Dollars ($ 1.00), to be paid by IOWA POWER AND LIGHT COMPANY, an Iowa corporation, do hereby grant to Iowa Power and Light Company, its successors and assigns, the right to construct, maintain and operate an electrical transmission line, and the poles, structures, wires, and other necessary equipment incident thereto, upon, over, along and across certain real estate described below, together with the right to enter upon said real estate for the purpose of constructing, maintaining, or removing said line, and the right to trim or remove with reasonable care, such trees as may interfere with the proper maintenance and operation thereof, and the right to remove from the strip of land specifically described below any obstruction, including buildings and other structures, which may interfere with the proper maintenance and operation of said line. In consideration of such grant, Iowa Power and Light Company agrees that it will repair or pay for any damage which may be caused to crops, fences or other property of the undersigned by the construction, maintenance or removal of said line.

A tract of land in the Northeast 1/4 of Section 8 - Township 78 - Range 24, west of the 5th P. M. Polk County, Iowa, more particularly described as follows: Starting at a point on the South line of Wabash Avenue and the center line of Sixteenth Street in City Place, thence South on the prolongation of the center line of Sixteenth Street 459.9 feet to the South line of the Dairy Industries Co., Inc., thence West at right angles along the South line of the Dairy Industries land 589.21 feet more or less to the beginning of a curve of radius 482.8 feet, concave to the left. Thence, Southwest along said curve, being the East right-of-way line of the Des Moines Union Railway Company to a point 192 feet due South of the projection of the South line of the Dairy Industries land; thence East parallel to the South line of the Dairy Industries land 966.1 feet more or less to the center line of vacated Sixteenth Street, thence North along said center line 192 feet to place of beginning--containing 163,052 square feet, more or less, also that part of Government Lot 2 in the N. E. 1/4 of Section 8, Township 78 North, Range 24 west of the 5th P. M. Polk County, Iowa lying West of the West right-of-way line of the Des Moines Union Railway Company.

The electric transmission lines to be located across the above described property along a center line described as follows: Commencing at a point on the South line of Wabash Avenue and the center line of Sixteenth Street in City Place, thence South on the prolongation of the center line of Sixteenth Street approximately 638 feet to the point of beginning, running thence approximately due West to the East right-of-way line of the Des Moines Union Railway, and continuing West on the same course and beginning on the West right-of-way line of the Des Moines Railway, running thence West to the West line of said Government Lot 2.

The electric transmission lines referred to above may consist of one or more electric circuits on the same line of poles.

BOOK 9000 PAGE 241

BOOK 3833 PAGE 250

The undersigned acknowledges payment of One and no/100 Dollars ($ 1.00)

hereunder, and it is agreed that if the balance of the stated consideration, $ _____ is paid the undersigned within _____ days from date hereof, this agreement shall become binding upon all parties hereto, their heirs, successors and assigns, but shall terminate upon the permanent removal or abandonment of the supply or transmission line. If the balance of the consideration is not paid as above limited, then the initial payment shall be forfeited to the grantor and both parties shall be released from all further obligation hereunder.

Iowa Power and Light Company may enter said premises for the purpose of surveys and preliminary estimates, but shall not begin construction, and shall not file this agreement for record, until full consideration is paid.

DATED AT Des Moines Ia this 1st day of Dec, 1966.

DICO CORPORATION

By: [illegible] (Pres)
(Title)

By: _____
(Title)

ACKNOWLEDGMENT

STATE OF Iowa }
COUNTY OF Polk } SS.

On this 1st day of December A.D. 1966 before me, a Notary Public, personally appeared [illegible]

to me known to be the person(s) who is (are) named in and who executed the foregoing instrument, and acknowledged that he executed the same as voluntary act and deed

Notary Public

CORPORATION ACKNOWLEDGMENT

STATE OF IOWA }
COUNTY OF Polk } SS.

On this 1st day of December A.D. 19 66 before me, a Notary Public in and for said County, personally appeared P. N. DeFeydt

and

to me personally known, who being by me duly sworn, did say that he (is) ~~[illegible]~~ the President and

of said Dico Corporation

(that the seal affixed to said instrument is the seal of said) (that no seal has been procured by said) corporation, and that said instrument was signed and sealed on behalf of the said corporation by authority of its board of directors, and [illegible] acknowledged the execution of said instrument to be the voluntary act and deed of said corporation, by it voluntarily executed.

WITNESS my hand and seal the day and year last above written.

My Commission expires June 30, 1969

Notary Public in and for said County
Guy G. Gilchrist

FLOOD CONTROL
EASEMENT DEED

KNOW ALL MEN BY THESE PRESENTS, THAT, DICO CORPORATION, of Des Moines, Iowa, of Polk County, Iowa, in consideration of the sum of ONE AND NO/100 ($1.00) DOLLARS IN HAND PAID BY THE City of Des Moines, Iowa and its assigns, a perpetual and assignable easement in land to the lands for the purpose of entering thereon to construct, maintain, repair, operate, patrol and replace a flood protection levee, including all appurtenances thereto, and further including the right to clear, cut, fill, remove and dispose of any and all timber, trees, underbrush, building, improvements, and/or other obstructions therefrom.

Said land is described as follows:

A fifty (50) foot strip of ground, located in the north one-half (N½) of the Northeast Quarter (NE¼) of Section Eight (8), Township Seventy-eight (78) North, Range Twenty-four (24) West of the Fifth (5) Principal Meridian, said strip of ground lying south of and adjacent to the south line of the Chicago and Northwestern Railroad right-of-way, as it is now laid out, said strip of ground extending from the west line of "Lyons Addition", an Official Plat, to the southerly extension of the east line of Fleur Drive; also that part of the north one-half (N½) of the Northeast Quarter (NE¼) of said Section Eight (8) that lies within the following described line: Beginning at the intersection of the eastern line of Lot "C", Dico Plat One", an Official Plat, with the northern line of vacated Railroad Street; thence northwesterly, along a straight line, to a point on the southwesterly extension of the eastern line of Fleur Drive, said point being five (5) feet south of and normally distant from the center line of the southern most tracks of the Chicago and Northwestern Railroad right-of-way located in the Northeast Quarter (NE¼) of said Section Eight (8); thence southwesterly, along the southerly extension of the eastern line of Fleur Drive, to the northern line of said vacated Railroad Street; thence easterly, along the northern line of vacated Railroad Street to the point of beginning, except that part that lies northerly of a line that is fifty (50) feet north of, normally distant from and parallel to the northern line of said vacated Railroad Street, all now included in and forming a part of the City of Des Moines, Iowa.

DESCRIPTION APPROVED

33186
INST. NO.
POLK COUNTY, IOWA
FILED FOR RECORD
AT 2:23 P.M. AUG 1 9 1968
TRENE H. MALEY, RECORDER
By [signature] Deputy

The aforesaid grant includes an assignable right of entry whereby the City of Des Moines, Iowa, can grant the UNITED STATES OF AMERICA, and its contractors

permission to enter upon the land hereinabove described for the purpose of [illegible] the proposed work or any part of the proposed work within the period of the grant, which assignable right of entry shall be without limitation whatsoever, except that any exercise or re-exercise of the right to be within the period of the grant.

Said rights, privileges and easements are conveyed subject to existing easements for public roads and highways, public utilities, railroads and pipelines.

And Dico Corporation does hereby covenant with the [illegible] Moines, Iowa, that it holds said premises by good and perfect title; that it has good right and lawful authority to sell and convey the same; and the said Dico Corporation does hereby covenant to warrant and defend the title to the said premises against the lawful claims of all persons whomsoever.

Signed this 17th day of May, A.D., 19 68

DICO CORPORATION

By [illegible]
President

By [illegible]
Secretary Vice President

ATTEST:

[illegible]
Secretary Vice President

STATE OF IOWA)
ss
COUNTY OF POLK)

On this 17th day of May, 19 68 before me, Karen Backus, a Notary Public in and for Polk County, Iowa, personally appeared F. A. DePuydt and John H. Strouf to me personally known, who being by me duly sworn did say that they are respectively the President and Vice President of said Dico Corporation and that the seal affixed to said instrument is the seal of said Dico Corporation and that said instrument was signed and sealed in behalf of said Dico Corporation by authority of its Board of Directors and said President and Vice President acknowledged the execution of said instrument to be the voluntary act and deed of said coporation by it voluntarily executed.

Karen Backus
Notary Public in and for Polk County, Iowa

Karen Backus

I, Donald H. Gerdom, City Clerk of the City of Des Moines, Iowa do hereby certify that the within and foregoing Flood Control Easement Deed from Dico Corporation, to the City of Des Moines, Iowa was duly approved and accepted by the City Council of said City of Des Moines by Resolution and Roll Call No. 3809, passed on the 12th day of August, 19 68 and this certificate is made pursuant to authority contained in said Resolution.

Signed this 12th day of August, 19 68

CITY CLERK DES MOINES IOWA

Donald H. Gerdom
Donald H. Gerdom, City Clerk of the City of Des Moines, Iowa

EASEMENT FOR SEWER RIGHT OF WAY

KNOW ALL MEN BY THESE PRESENTS:

That we, Iowa Power and Light Co.

of the County of Polk and State of Iowa, in consideration of the sum of One Dollar ($1.00), in hand paid by the City of Des Moines, Iowa, the receipt of which is hereby acknowledged, do hereby sell, grant and convey unto the City of Des Moines, in the County of Polk and State of Iowa, a perpetual easement and right of way under, through and across Lot 1 of Central Des Moines Industrial Park, an Auditor's Plat. (As shown on attached Exhibit "A")

Filed No. 29346
POLK COUNTY, IOWA
FILED FOR RECORD
AT 4:50 P.M. JUN 21 1973
KENNETH W. FENTON, RECORDER
By [illegible] Deputy

in the City of Des Moines, Polk County, Iowa, for the construction of a sewer with the right in said city to construct and forever maintain a sewer through, under and across said real estate along said line.

The City of Des Moines to have the right to enter in, upon, and onto said property for the purpose of constructing said sewer and for the purpose of replacing, enlarging, reconstructing or repairing said sewer whenever necessary and to have the right to use as much of the surface of the above described real estate as may be necessary for the purpose of constructing, repairing, enlarging or maintaining said sewer, but for no other use or purpose whatsoever.

And we COVENANT with the City of Des Moines that we hold said premises by good and perfect title, that we have good right and lawful authority to make the conveyance herein made and we WARRANT AND DEFEND said premises against the lawful claims of all persons claiming by, through or under us.

IN WITNESS WHEREOF, we have hereunto affixed our hands this 29th day of November 19 72.

Attest:
By [illegible]
Secretary

Iowa Power & Light Co.
By: D. H. Swanson
Title: President

FOR THE LEGAL EFFECT OF THE USE OF THIS FORM, CONSULT YOUR LAWYER

STATE OF IOWA, Polk COUNTY, ss:

On this 29th day of November A.D. 19 72 before me, the undersigned, a Notary Public in and for said County, in said State, personally appeared D. H. Swanson and ~~Geo. G. Chicirlos~~ to me personally known, who, being by me duly sworn, did say that they are the President and Secretary respectively, of said corporation executing the within and foregoing instrument to which this is attached, that ~~no seal has been procured by said~~ corporation; that said instrument was signed (and sealed) on behalf of (the seal affixed thereto is the seal of said) said corporation by authority of its Board of Directors; and that the said D. H. Swanson and ~~Geo. G. Chicirlos~~ as such officers acknowledged the execution of said instrument to be the voluntary act and deed of said corporation, by it and by them voluntarily executed.

Notary Public in and for said County.

IOWA BAR ASSOCIATION

BOOK 4379 PAGE 501

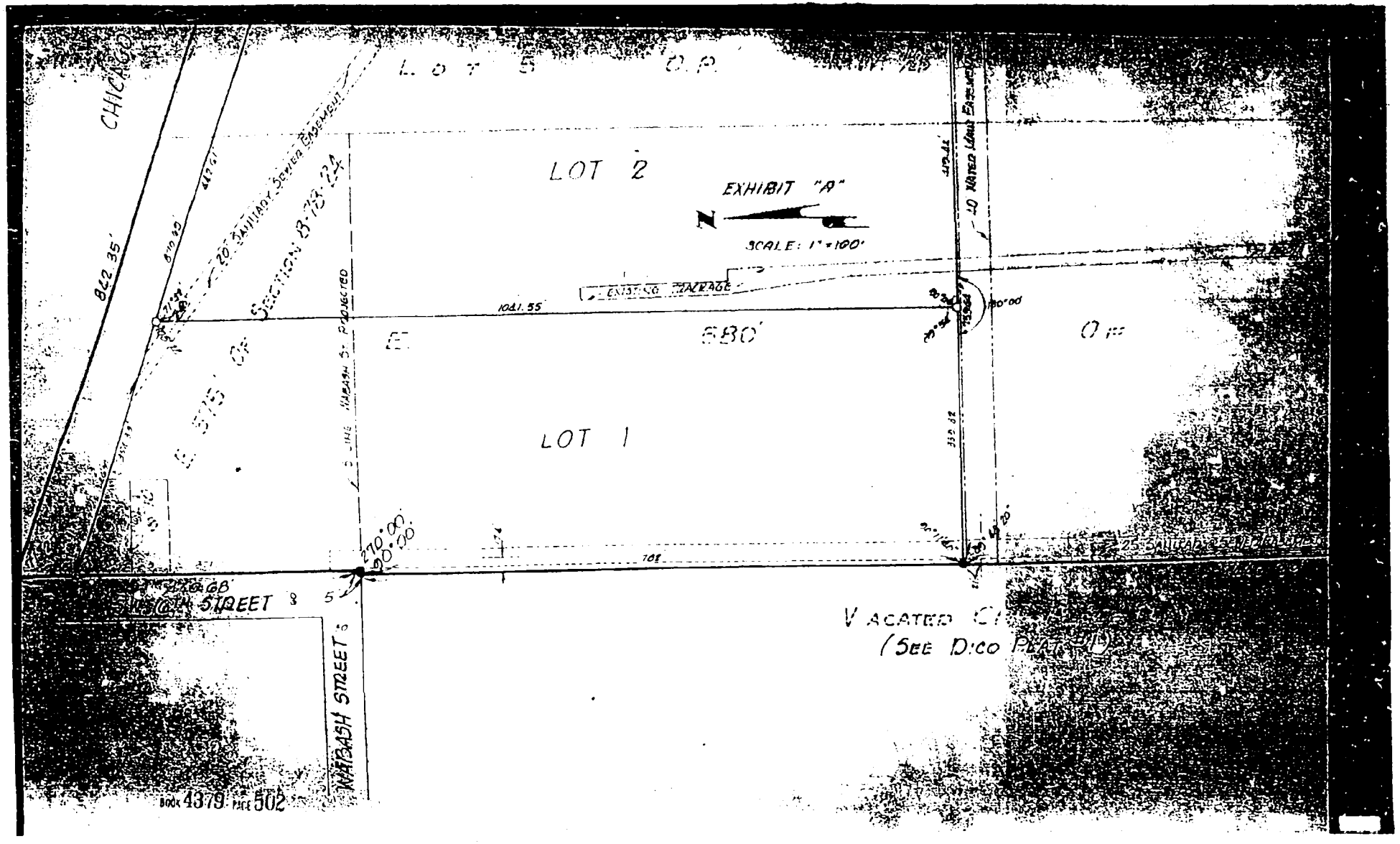


EXHIBIT "A"
SCALE: 1" = 100'
LOT 2
LOT 1
LOT 5
O.P.
580'
1041.55
842.35'
20' SANITARY SEWER EASEMENT
SECTIONS 13-23-24
WABASH ST. PROJECTED
EXISTING PARKAGE
270.00
90.00
180.00
90.00
WEST 14 STREET
WABASH STREET
VACATED
(SEE DOCO PLAT
BOOK 4379 PAGE 502

SH
16.
Orig.

Return to: CITY CLERK-DES MOINES
400 East First Street
DES MOINES, IA 50309-1891
(515) 283-4209

FILED FOR RECORD
POLK COUNTY, IOWA
97 SEP 12 A 8:10 8
TIMOTHY J. DRIEN
RECORDER

Date _____
Agenda Item _____
Roll Call # 97-3037

INST # 020672
RECORDING FEE 16.00
AUDITOR FEE _____

Prepared by: Veenstra & Kimm, Inc. (515)225-8000
Phase 12 Southwest Outfall Relief Sewer, Segment 1A Parcel No. 1 W.O. No. 0207-97-011

EASEMENT FOR SANITARY SEWER RIGHT-OF-WAY

KNOW ALL MEN BY THESE PRESENTS:

That MidAmerican Energy Company f/k/a/ Iowa Power & Light Company, (hereinafter called "Grantor") in consideration of the sum of Seven Thousand Five Hundred and 00/100 Dollar ($ 7,500.00) to be paid by the City of Des Moines upon final approval and acceptance of this Easement by the Des Moines City Council, does hereby convey unto the **CITY OF DES MOINES, IOWA**, a municipal corporation, (hereinafter called "City"), a perpetual Easement for Sanitary Sewer Right-of-Way under, over, through, and across the following described real estate:

See Attached Exhibit "B".

(hereinafter called "Easement Area") for the purposes of the City constructing, reconstructing, repairing, enlarging and maintaining a sanitary sewer, together with necessary appurtenances thereto, under, over, through, and across said Easement Area.

This Easement shall be subject to the following terms and conditions:

1. **ERECTION OF STRUCTURES PROHIBITED**. Grantor shall not erect any structure over or within the Easement Area without obtaining the prior written approval of the City Engineer. The installation, erection or relocation of poles for electrical transmission facilities within the Easement Area by the Grantor will not be restricted, except Grantor shall not place poles directly over a sanitary sewer line without obtaining prior written approval of the City Engineer.

2. **CHANGE OF GRADE PROHIBITED**. Grantor shall not change the grade, elevation or contour of any part of the Easement Area without obtaining the prior written consent of the City Engineer.

3. **RIGHT OF ACCESS**. City shall have the right of access to the Easement Area and have all rights of ingress and egress reasonably necessary for the use and enjoyment of the Easement Area as herein described including, but not limited to, the right to remove any unauthorized obstructions or structures placed or erected on the Easement Area. The right to remove any unauthorized obstructions or structures placed or erected on the Easement Area shall not include the removal of poles which the Grantor may install within the Easement Area except for poles placed over a sewer line without approval of the City Engineer.

4. **EASEMENT RUNS WITH THE LAND**. This Easement shall be deemed to run with the land and shall be binding on Grantor and on Grantor's successors and assigns.

5. **APPROVAL BY CITY COUNCIL.** This Easement shall not be binding until it has received the final approval and acceptance by the Des Moines City Council by Resolution which approval and acceptance shall be noted on this Easement by the City Clerk.

Grantor does **HEREBY COVENANT** with the City that Grantor holds said real estate described in this Easement by Title In Fee Simple; that Grantor has good and lawful authority to convey the same; and said Grantor covenant to **WARRANT AND DEFEND** the said premises against the lawful claims of all persons whomsoever.

Each of the undersigned hereby relinquishes all rights of dower, homestead and distributive share, if any, in and to the interests conveyed by this Easement.

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.

Signed this 16th day of July, 1997.

MIDAMERICAN ENERGY COMPANY
f/k/a Iowa Power & Light Company

By James Averweg

Title Vice President-Engineering and Operations Support

Attest:

By

Title Vice President & Corporate Secretary

STATE OF IOWA)
) **SS**
COUNTY OF SCOTT)

On this 16th day of July, 1997, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared James Averweg and Paul J. Leighton, to me personally known, who, being by me duly sworn, did say that they are the Vice President and Corporate Secretary, respectively, of the corporation executing the foregoing instrument; that (no seal has been procured by) ~~(the seal affixed thereto is the seal of)~~ the corporation; that the instrument was signed ~~(and sealed)~~ on behalf of the corporation by authority of its Board of Directors; that James Averweg and Paul J. Leighton acknowledged the execution of the instrument to be the voluntary act and deed of the corporation and of the fiduciary, by it, by them and as the fiduciary voluntarily executed.

Carolyn K. Tubbs
Notary Public - State of Iowa

CAROLYN K. TUBBS
MY COMMISSION EXPIRES
December 12, 1999

I, Donna V. Boetel-Baker, City Clerk of the City of Des Moines, Iowa, do hereby certify that the within and foregoing Easement was duly approved and accepted by the City Council of said City of Des Moines by Resolution and Roll Call No. 97-3037, passed on the 8th day of August, 1997, and this certificate is made pursuant to authority contained in said Resolution.

Donna V. Boetel-Baker, CMC/AAE
City Clerk of the City of Des Moines, Iowa

EXHIBIT "B"

Des Moines, Iowa
Polk County, Iowa

Owners: MidAmerican Energy Company

A perpetual easement

A perpetual easement lying completely or partially within the following described parcel:

Lot 1 of Central Des Moines Industrial Park, an Official Plat now included in and forming a part of the City of Des Moines, Iowa.

Perpetual Easement

A strip of ground being more particularly described as follows:

Commencing as a point of reference at the northwest corner of said Lot 1; thence South 00°(degrees) 09'(minutes) 30"(seconds) west (assumed bearing for purposes of this description only), a distance of 98.71 feet on the west line of said Lot 1 to the point of beginning:

thence North 89°43'35" E, a distance of 276.84 feet;

thence South 52°27'50" East, a distance of 77.57 feet to the east line of said Lot 1;

thence South 00°06'30" West, a distance of 37.78 feet on said east line;

thence North 52°27'50" West, a distance of 79.18 feet;

thence North 00°06'30" East, a distance of 4.74 feet;

thence South 89°58'05" West, a distance of 6.18 feet;

thence North 52°27'50" West, a distance of 3.29 feet;

thence South 89°43'35" West, a distance of 266.79 feet, to the west line of said Lot 1;

thence North 00°09'30" East, a distance of 30.00 feet, on said west line to the point of beginning.

Containing 10,660 square feet, or 0.25 acres by survey.

Date 4-24-2000
Agenda Item 33
Roll Call # 00-1185

AFTER RECORDING RETURN TO:
Right-of-Way Section
Engineering Department
City of Des Moines
400 E. First Street
Des Moines, IA 50309-1891

FILED FOR RECORD
POLK COUNTY, IOWA
00 AUG 23 P 1:16.8
TIMOTHY J. BRIEN
RECORDER

INST # 013690
RECORDING FEE 11.00
AUDITOR FEE

Prepared By: ROW Sec., Engr. Dept., City of Des Moines (515) 283-4561
Martin Luther King, Jr. Parkway Project
Activity ID #28-1998-006

RELEASE OF EASEMENT

The City of Des Moines, of the County of Polk, State of Iowa, a Municipal corporation organized and existing under the laws of Iowa, does hereby acknowledge that a certain Easement for Sanitary Sewer Right-of-Way bearing the date of July 16, 1997, made and executed by MidAmerican Energy Company f/k/a Iowa Power & Light Company, and over the following described premises situated in Polk County, Iowa:

> A perpetual easement lying completely or partially within the following described parcel: Lot 1 of Central Des Moines Industrial Park, an Official Plat, now included in and forming a part of the City of Des Moines, Iowa.
>
> A strip of ground being more particularly described as follows: Commencing as a point of reference at the northwest corner of said Lot 1; thence South 00° (degrees) 09' (minutes) 30" (seconds) west (assumed bearing for purposes of this description only), a distance of 98.71 feet on the west line of said Lot 1 to the point of beginning; thence North 89°43'35" E, a distance of 276.84 feet; thence South 52°27'50" East, a distance of 77.57 feet to the east line of said Lot 1; thence South 00°06'30" West, a distance of 37.78 feet on said east line; thence North 52°27'50" West, a distance of 79.18 feet; thence North 00°06'30" East, a distance of 4.74 feet; thence South 89°58'05" West, a distance of 6.18 feet; thence North 52°27'50" West, a distance of 3.29 feet; thence South 89°43'35" West, a distance of 266.79 feet, to the west line of said Lot 1; thence North 00°09'30" East, a distance of 30.00, on said west line to the point of beginning. Containing 10,660 square feet, or 0.25 acres by survey.

and recorded in the office of the Recorder of Polk County, Iowa, in Book 7721 Page 960, on September 12, 1997, is hereby released.

Signed this 1st day of August, 2000.

ATTEST:

Donna Boetel-Baker, CMC/AAE
City Clerk

CITY OF DES MOINES, IOWA

Preston A. Daniels, Mayor

BK8572PG629

STATE OF IOWA)
) SS
COUNTY OF POLK)

BE IT REMEMBERED, on this 1ST day of August, 2000, before me, a Notary Public, personally appeared Preston A. Daniels and Donna V. Boetel-Baker, 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 Des Moines, Iowa; a municipal corporation, that the seal affixed to the foregoing instrument is the seal of the corporation and the instrument was signed and sealed on behalf of the corporation, by authority of its City Council, as contained in Roll Call No. 00-1185 passed and approved by the City Council on the 24TH day of April, 2000, and the said Preston A. Daniels and Donna V. Boetel-Baker, acknowledged the execution of the instrument to be the voluntary act and deed of said City by it and by it voluntarily executed.

Carolyn Stewart
Notary Public in the State of Iowa

BK8572PG630

AFTER RECORDING ~~RETURN TO~~:
Right-of-Way Section
Engineering Department
City of Des Moines
400 E. First Street
Des Moines, IA 50309-1891

FILED FOR RECORD
POLK COUNTY, IOWA

00 SEP 28 A 9:55

TIMOTHY J. BRIEN
RECORDER

Date 4-24-00

Agenda Item 33

Roll Call # 00-1185

INST # 023109

RECORDING FEE 11.00

AUDITOR FEE

RETURN TO:

Prepared By: ROW Sec., Engr. Dept., City of Des Moines (515) 283-4561
Martin Luther King, Jr. Parkway Project — Activity ID #28-1998-006

AFTER RECORDING RETURN TO:
MidAmerican Energy
Attn: Right of Way Services
P. O. Box 657
Des Moines, IA 50303-0657
515/281-2202

RELEASE OF EASEMENT

The City of Des Moines, of the County of Polk, State of Iowa, a Municipal corporation organized and existing under the laws of Iowa, does hereby acknowledge that a certain Easement for Sanitary Sewer Right-of-Way bearing the date of July 16, 1997, made and executed by MidAmerican Energy Company f/k/a Iowa Power & Light Company, and over the following described premises situated in Polk County, Iowa:

> A perpetual easement lying completely or partially within the following described parcel: Lot 1 of Central Des Moines Industrial Park, an Official Plat, now included in and forming a part of the City of Des Moines, Iowa.
>
> A strip of ground being more particularly described as follows: Commencing as a point of reference at the northwest corner of said Lot 1; thence South 00° (degrees) 09' (minutes) 30" (seconds) west (assumed bearing for purposes of this description only), a distance of 98.71 feet on the west line of said Lot 1 to the point of beginning; thence North 89°43'35" E, a distance of 276.84 feet; thence South 52°27'50" East, a distance of 77.57 feet to the east line of said Lot 1; thence South 00°06'30" West, a distance of 37.78 feet on said east line; thence North 52°27'50" West, a distance of 79.18 feet; thence North 00°06'30" East, a distance of 4.74 feet; thence South 89°58'05" West, a distance of 6.18 feet; thence North 52°27'50" West, a distance of 3.29 feet; thence South 89°43'35" West, a distance of 266.79 feet, to the west line of said Lot 1; thence North 00°09'30" East, a distance of 30.00, on said west line to the point of beginning. Containing 10,660 square feet, or 0.25 acres by survey.

and recorded in the office of the Recorder of Polk County, Iowa, in Book 7721 Page 960, on September 12, 1997, is hereby released.

Signed this 19th day of June, 2000.

ATTEST:

Donna [illegible], CMC/AAE
City Clerk

CITY OF DES MOINES, IOWA

Preston A. Daniels, Mayor

BK8600PG093

STATE OF IOWA)
) SS
COUNTY OF POLK)

BE IT REMEMBERED, on this 19th day of June, 2000, before me, a Notary Public, personally appeared Preston A. Daniels and Donna V. Boetel-Baker, 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 Des Moines, Iowa; a municipal corporation, that the seal affixed to the foregoing instrument is the seal of the corporation and the instrument was signed and sealed on behalf of the corporation, by authority of its City Council, as contained in Roll Call No. 00-1185 passed and approved by the City Council on the 24 day of April, 2000 and the said Preston A. Daniels and Donna V. Boetel-Baker, acknowledged the execution of the instrument to be the voluntary act and deed of said City by it and by it voluntarily executed.

Melissa Olson
Notary Public in the State of Iowa

MELISSA OLSON
MY COMMISSION EXPIRES
16-25-02

BK8600PG094

2100

AFTER RECORDING RETURN TO:
Right-of-Way Section
Engineering Department
City of Des Moines
City Hall
400 East First Street
Des Moines, Iowa 50309-1891

FILED FOR RECORD
POLK COUNTY, IOWA

00 AUG 23 P 1:16.5

TIMOTHY J. BRIEN
RECORDER

Date 4-24-00
Agenda Item 33
Roll Call # 00-1185
INST # 013687
RECORDING FEE 2100
AUDITOR FEE

Prepared by: ROW Sec., Engr. Dept., City of Des Moines (515) 283-4561

Martin Luther King Jr. Parkway (CBD Loop)
Storm Sewer Outfall/Pump Station (CP030)

W.O. #0228-98-006
Parcel 37 - 1410 Market Street

PERMANENT EASEMENT FOR STORM AND SANITARY SEWERS RIGHT-OF-WAY

KNOW ALL MEN BY THESE PRESENTS:

That Iowa Power & Light Company n/k/a MidAmerican Energy Company, (hereinafter called "Grantor"), in consideration of the sum of and No/100 Dollars ($1,490.00), to be paid by the City of Des Moines upon final approval and acceptance of this Easement by the Des Moines City Council, does hereby convey unto the City Of Des Moines, Iowa, a municipal corporation (hereinafter called "City"), a perpetual Easement for Storm and Sanitary Sewers Right-of-Way under, over, through, and across the following described real estate:

See attached Exhibit "A"

(hereinafter called "Easement Area") for the purposes of the City constructing, reconstructing, repairing, enlarging and maintaining a sanitary sewer, together with necessary appurtenances thereto, under, over, through, and across said Easement Area.

This Easement shall be subject to the following terms and conditions:

1. **ERECTION OF STRUCTURES PROHIBITED.** Grantor shall not erect any structure over or within the Easement Area without obtaining the prior written approval of the City Engineer.

2. **PLANTINGS.** The planting of trees and shrubs is prohibited within the Easement Area.

3. **CHANGE OF GRADE PROHIBITED.** Grantor shall not change the grade, elevation or contour of any part of the Easement Area without obtaining the prior written consent of the City Engineer.

4. **RIGHT OF ACCESS.** City shall have the right of access to the Easement Area and have all rights of ingress and egress reasonably necessary for the use and enjoyment of the Easement Area as herein described including, but not limited to, the right to remove any unauthorized obstructions or structures placed or erected on the Easement Area.

5. **EASEMENT RUNS WITH THE LAND.** This Easement shall be deemed to run with the land and shall be binding on Grantor and on Grantor's successors and assigns.

6. **APPROVAL BY CITY COUNCIL.** This Easement shall not be binding until it has received the final approval and acceptance by the Des Moines City Council by Resolution, which approval and acceptance shall be noted on this Easement by the City Clerk.

Grantor does hereby covenant with the City that Grantor holds said real estate described in this Easement by Title In Fee Simple; that Grantor has good and lawful authority to convey the same; and said Grantor covenants to warrant and defend the said premises against the lawful claims of all persons whomsoever.

Each of the undersigned hereby relinquishes all rights of dower, homestead and distributive share, if any, in and to the interests conveyed by this Easement.

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.

Signed this 19th day of April, 19 99.

IOWA POWER & LIGHT COMPANY
N/K/A MIDAMERICAN ENERGY
COMPANY

Jack L. Alexander Vice President

P.J. Leighton Secretary

STATE OF)
) ss.
COUNTY OF)

On this 19th day of April, 199 99 before me, a Notary Public, personally appeared and , to me personally known, who being by me duly (sworn or affirmed) did say that they are the Vice President and Secretary , respectively, of said (corporation or association), that (the seal affixed to said instrument is the seal of said or no seal has been procured by the said) (corporation or association) and that said instrument was signed and sealed on behalf of the said (corporation or association) by authority of its board of (directors or trustees) and the said Vice President and Secretary acknowledged the execution of said instrument to be the voluntary act and deed of said (corporation or association) by it voluntarily executed.

KENNETH E. SCHWARZ
MY COMMISSION EXPIRES
6-24-99

Notary Public in the State of

My Commission expires: 6-24-99

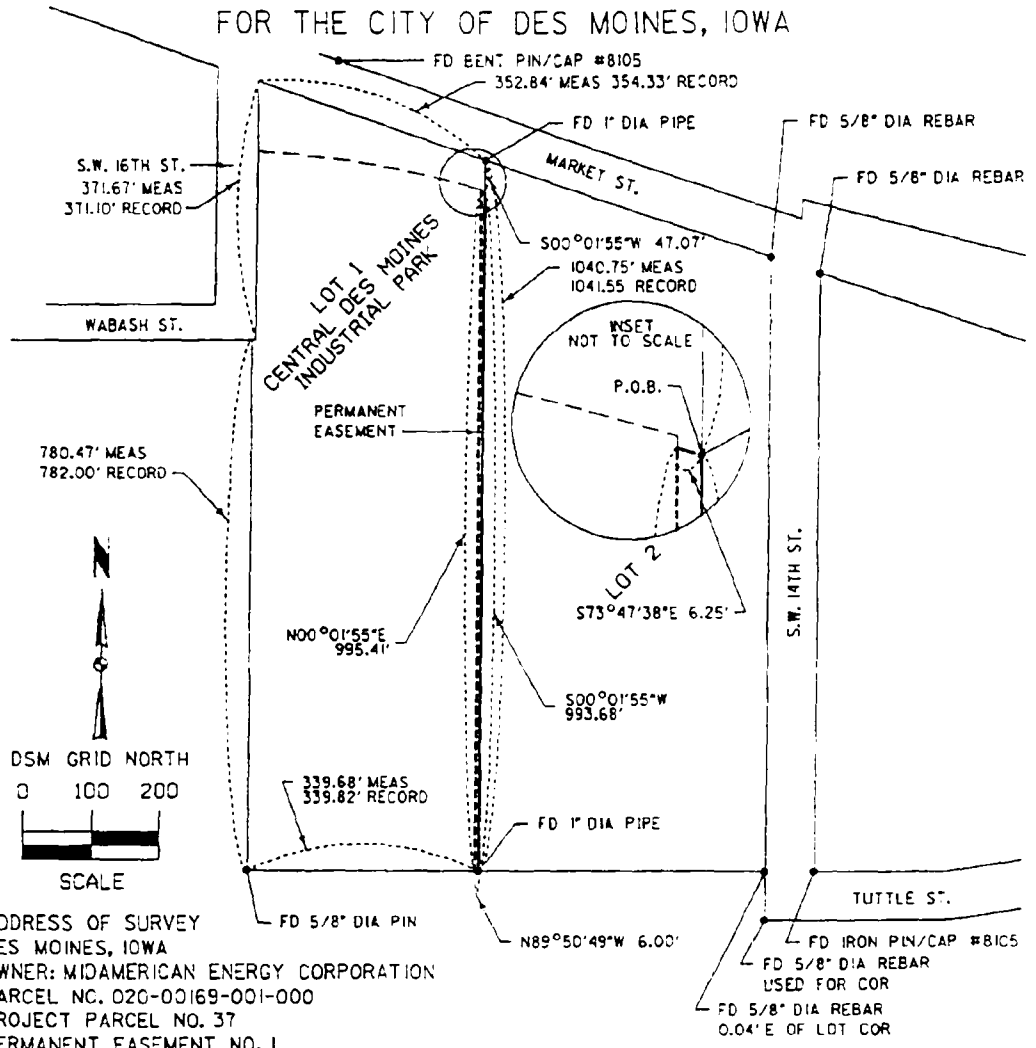
I, Donna V. Boetel-Baker, City Clerk of the City of Des Moines, Iowa, do hereby certify that the within and foregoing Easement was duly approved and accepted by the City Council of said City of Des Moines, by Resolution and Roll Call No. 1185, passed on the 24th day of April 2000 and this certificate is made pursuant to authority contained in said Resolution.

Signed this 1st day of August 2000.

Donna V. Boetel-Baker, CMC/AAE
City Clerk of the City of Des Moines, Iowa

ACQUISITION PLAT

FOR THE CITY OF DES MOINES, IOWA



ADDRESS OF SURVEY
DES MOINES, IOWA
OWNER: MIDAMERICAN ENERGY CORPORATION
PARCEL NO. 020-00169-001-000
PROJECT PARCEL NO. 37
PERMANENT EASEMENT NO. 1

MARTIN LUTHER KING JR PARKWAY
W.O. NO. 0228-99-003

LICENSED LAND SURVEYOR MICHAEL R. FAGLE 8505 IOWA

I hereby certify that this Land Surveying document was prepared 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.

Michael R Fagle 4-11-00
MICHAEL R. FAGLE Date
License number 8505
My license renewal date is December 31, 2000.
Pages or sheets covered by this seal:
Sheets 1 of 2

RUST ENVIRONMENT & INFRASTRUCTURE
DES MOINES, IOWA
(515) 244-1470

BJS:4-11-00	EXHIBIT _____ SHEET 1 OF 2
BJS:11-13-99	
BJS:11-8-99	
REV/BY:DATE	

BK8572PG618

ACQUISITION PLAT
FOR THE CITY OF DES MOINES, IOWA

LEGAL DESCRIPTION: PERMANENT EASEMENT

ALL THAT PART OF LOT 1 IN CENTRAL DES MOINES INDUSTRIAL PARK, AN OFFICIAL PLAT, ALL NOW INCLUDED IN AND FORMING A PART OF THE CITY OF DES MOINES, POLK COUNTY, IOWA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID LOT 1; THENCE SOUTH 00° (DEGREES) 01' (MINUTES) 55" (SECONDS) WEST (ASSUMED BEARING FOR THE PURPOSE OF THIS DESCRIPTION) ON THE EAST LINE OF SAID LOT 1 A DISTANCE OF 47.07 FEET TO THE POINT OF BEGINNING OF THE PARCEL HEREIN DESCRIBED; THENCE CONTINUING SOUTH 00°01'55" WEST ON THE EAST LINE OF SAID LOT 1 A DISTANCE OF 993.68 FEET TO THE SOUTHEAST CORNER OF SAID LOT 1; THENCE NORTH 89°50'49" WEST ON THE SOUTH LINE OF SAID LOT 1 A DISTANCE OF 6.00 FEET; THENCE NORTH 00°01'55" EAST A DISTANCE OF 995.41 FEET; THENCE SOUTH 73°47'38" EAST A DISTANCE OF 6.25 FEET TO THE POINT OF BEGINNING.

BY SURVEY CONTAINING 5,969 SQUARE FEET.

MARTIN LUTHER KING JR PARKWAY
W.O. NO. 0228-99-003

ADDRESS OF SURVEY
DES MOINES, IOWA
OWNER: MIDAMERICAN ENERGY CORPORATION
PARCEL NO. 020-00169-001-000
PROJECT PARCEL NO. 37
PERMANENT EASEMENT NO. 1

REV/BY:DATE	
	RUST ENVIRONMENT & INFRASTRUCTURE DES MOINES, IOWA (515) 244-1470
	EXHIBIT _____ SHEET 2 OF 2
BJS:4-11-00	
BJS:1-8-99	

BK8572PG619

AFTER RECORDING RETURN TO:
Right-of-Way Section
Engineering Department
City of Des Moines
City Hall
400 East First Street
Des Moines, Iowa 50309-1891

FILED FOR RECORD
POLK COUNTY, IOWA

00 AUG 23 P 1:16.6

TIMOTHY J. BRIEN
RECORDER

Date 4-24-00
Agenda Item 33
Roll Call # 00-1185

INST # 013688
RECORDING FEE 2100
AUDITOR FEE

Prepared by: ROW Sec., Engr. Dept., City of Des Moines (515) 283-4561

Martin Luther King, Jr. Parkway (CBD Loop)
Storm Sewer Outfall/Pump Station (CP030)

W.O. #0226-98-006
Parcel 37A - 1410 Market Street

PERMANENT EASEMENT FOR SANITARY AND STORM SEWERS RIGHT-OF-WAY

KNOW ALL MEN BY THESE PRESENTS:

That MidAmerican Energy Company f/k/a Iowa Power & Light Company, (hereinafter called "Grantor"), in consideration of the sum of Two Hundred Ten and No/100 Dollars ($210.00), to be paid by the City of Des Moines upon final approval and acceptance of this Easement by the Des Moines City Council, does hereby convey unto the City Of Des Moines, Iowa, a municipal corporation (hereinafter called "City"), a perpetual Easement for Sanitary and Storm Sewers Right-of-Way under, over, through, and across the following described real estate:

See attached Exhibit "A"

(hereinafter called "Easement Area") for the purposes of the City constructing, reconstructing, repairing, enlarging and maintaining a sanitary sewer, together with necessary appurtenances thereto, under, over, through, and across said Easement Area.

This Easement shall be subject to the following terms and conditions:

1. **ERECTION OF STRUCTURES PROHIBITED.** Grantor shall not erect any structure over or within the Easement Area without obtaining the prior written approval of the City Engineer.

2. **PLANTINGS.** The planting of trees and shrubs is prohibited within the Easement Area.

3. **CHANGE OF GRADE PROHIBITED.** Grantor shall not change the grade, elevation or contour of any part of the Easement Area without obtaining the prior written consent of the City Engineer.

4. **RIGHT OF ACCESS.** City shall have the right of access to the Easement Area and have all rights of ingress and egress reasonably necessary for the use and enjoyment of the Easement Area as herein described including, but not limited to, the right to remove any unauthorized obstructions or structures placed or erected on the Easement Area.

5. **EASEMENT RUNS WITH THE LAND.** This Easement shall be deemed to run with the land and shall be binding on Grantor and on Grantor's successors and assigns.

6. **APPROVAL BY CITY COUNCIL.** This Easement shall not be binding until it has received the final approval and acceptance by the Des Moines City Council by Resolution, which approval and acceptance shall be noted on this Easement by the City Clerk.

Grantor does hereby covenant with the City that Grantor holds said real estate described in this Easement by Title In Fee Simple; that Grantor has good and lawful authority to convey the same; and said Grantor covenants to warrant and defend the said premises against the lawful claims of all persons whomsoever.

Each of the undersigned hereby relinquishes all rights of dower, homestead and distributive share, if any, in and to the interests conveyed by this Easement.

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.

Signed this 18 day of May, 2000.

MIDAMERICAN ENERGY COMPANY F/K/A
IOWA POWER & LIGHT COMPANY

John A. Rasmussen
Sr. VP & General Counsel

Paul J. Leighton
Secretary

STATE OF IOWA)
) ss.
COUNTY OF POLK)

On this 18th day of May, 2000, before me, a Notary Public, personally appeared JOHN A. RASMUSSEN and PAUL J. LEIGHTON, to me personally known, who being by me duly (sworn or affirmed) did say that they are the SR. VICE PRESIDENT and SECRETARY, respectively, of said (corporation or association), that (the seal affixed to said instrument is the seal of said or no seal has been procured by the said) (corporation or association) and that said instrument was signed and sealed on behalf of the said (corporation or association) by authority of its board of (directors or trustees) and the said SR. VICE PRESIDENT & SECRETARY acknowledged the execution of said instrument to be the voluntary act and deed of said (corporation or association) by it voluntarily executed.

KENNETH E. SCHWARZ
MY COMMISSION EXPIRES
6/24/02

Notary Public in the State of Iowa
Kenneth E. Schwarz
My Commission expires: 6/24/02

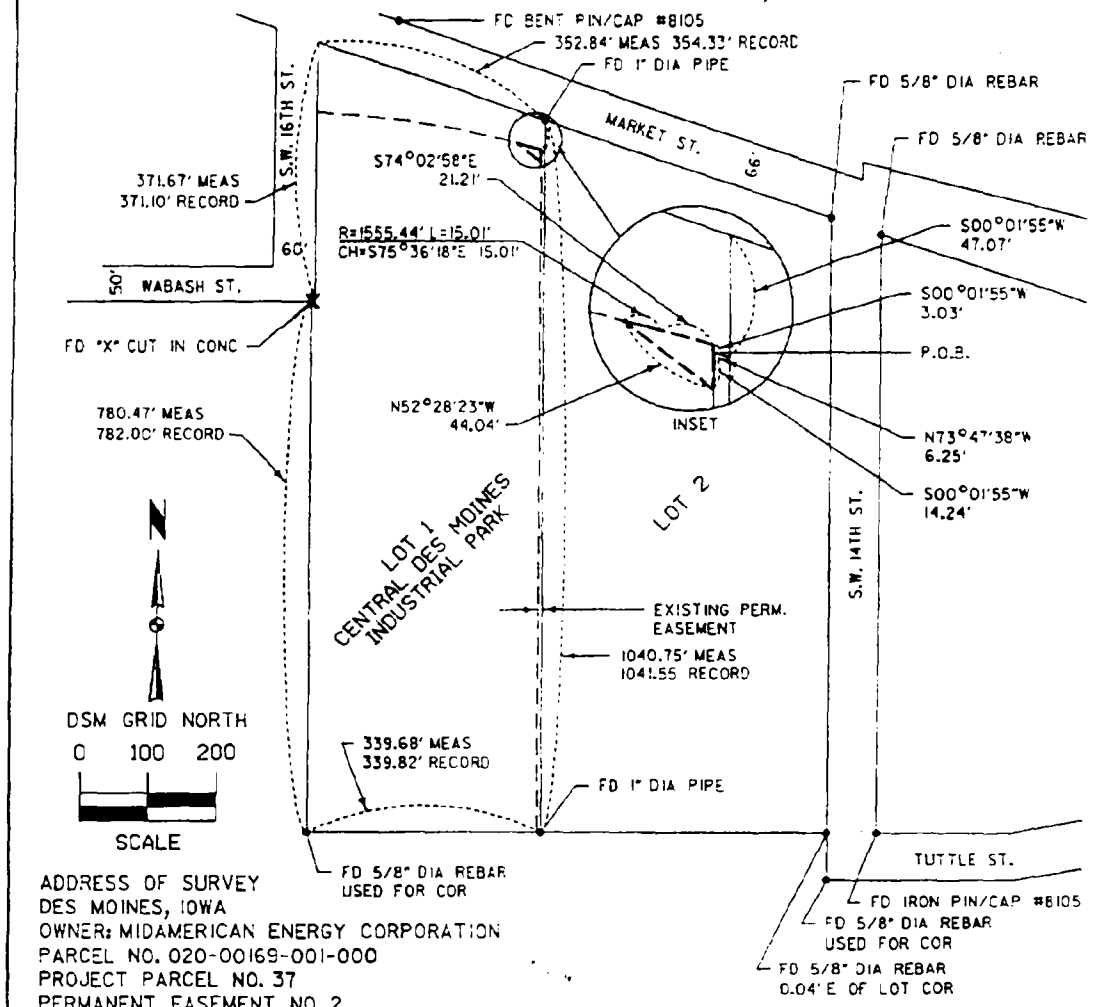
I, Donna V. Boetel-Baker, City Clerk of the City of Des Moines, Iowa, do hereby certify that the within and foregoing Easement was duly approved and accepted by the City Council of said City of Des Moines, by Resolution and Roll Call No. 1185, passed on the 24TH day of April 2000 and this certificate is made pursuant to authority contained in said Resolution.

Signed this 1st day of August 2000.

Donna V. Boetel-Baker
Donna V. Boetel-Baker, CMC/AAE
City Clerk of the City of Des Moines, Iowa

ACQUISITION PLAT

FOR THE CITY OF DES MOINES, IOWA



ADDRESS OF SURVEY
DES MOINES, IOWA
OWNER: MIDAMERICAN ENERGY CORPORATION
PARCEL NO. 020-00169-001-000
PROJECT PARCEL NO. 37
PERMANENT EASEMENT NO. 2

LICENSED LAND SURVEYOR MICHAEL R. FABLE 8905 IOWA

I hereby certify that this Land Surveying document was prepared 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.

Michael R. Fable 4-11-00

MICHAEL R. FABLE — Date
License number 8905
My license renewal date is December 31, 2000.
Pages or sheets covered by this seal:
Sheets 1 of 2 of 2

REV/BY:DATE	EARTH TECH DES MOINES, IOWA (515) 244-1470
	EXHIBIT _____ SHEET 1 OF 2

BK8572PG622

ACQUISITION PLAT

FOR THE CITY OF DES MOINES, IOWA

LEGAL DESCRIPTION: PERMANENT EASEMENT NO. 2

ALL THAT PART OF LOT 1 IN CENTRAL DES MOINES INDUSTRIAL PARK, AN OFFICIAL PLAT, ALL NOW INCLUDED IN AND FORMING A PART OF THE CITY OF DES MOINES, POLK COUNTY, IOWA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID LOT 1; THENCE SOUTH 00°-(DEGREES) 01' (MINUTES) 55" (SECONDS) WEST (ASSUMED BEARING FOR THE PURPOSE OF THIS DESCRIPTION) ON THE EAST LINE OF SAID LOT 1 A DISTANCE OF 47.07 FEET; THENCE NORTH 73°47'38" WEST A DISTANCE OF 6.25 FEET TO THE POINT OF BEGINNING OF THE PARCEL HEREIN DESCRIBED; THENCE SOUTH 00°01'55" WEST A DISTANCE OF 14.24 FEET; THENCE NORTH 52°28'23" WEST A DISTANCE OF 44.04 FEET; THENCE SOUTHEASTERLY ON A 1,555.44-FOOT RADIUS CURVE CONCAVE SOUTHWESTERLY AND HAVING A 15.0[illegible]-FOOT LONG CHORD BEARING SOUTH 75°36'18" EAST A DISTANCE OF 15.01 FEET (ARC LENGTH); THENCE SOUTH 74°02'58" EAST A DISTANCE OF 21.21 FEET; THENCE SOUTH 00°01'55" WEST A DISTANCE OF 3.03 FEET TO THE POINT OF BEGINNING.

BY SURVEY CONTAINING 306 SQUARE FEET.

ADDRESS OF SURVEY
DES MOINES, IOWA
OWNER: MIDAMERICAN ENERGY CORPORATION
PARCEL NO. 020-00169-001-000
PROJECT PARCEL NO. 37
PERMANENT EASEMENT NO. 2

MARTIN LUTHER KING JR PARKWA
W.O. NO. 0228-99-003

EARTH TECH
DES MOINES, IOWA
(515) 244-1470

EXHIBIT _____ SHEET 2 OF 4

REV/BY:DATE

BK8572PG623

FILED FOR RECORD
POLK COUNTY, IOWA

00 JUN 21 A 11:56.7

TIMOTHY J. BRIEN
RECORDER

INST # 097285
RECORDING FEE 16.00
AUDITOR FEE

PREPARER INFORMATION: Real Estate Div. Eng. Dept. City of Des Moines | 400 E. 1st St. | Des Moines | (515) 283-4696

Individual's Name | Street Address | City | Phone

ADDRESS TAX STATEMENT: City of DSM | 400 E. 1st St. | Des Moines | 50309

Name | Street Address | City | Zip Code

RETURN TO:

Real Estate Division
Engineering Dept.
City of Des Moines
City Hall
400 E. First St.
Des Moines, Iowa
50309-1891

TIMOTHY J. BRIEN
POLK COUNTY RECORDER
111 COURT AVENUE RM #250
DES MOINES, IA 50309-2251

BK8523PG776

TER RECORDING RETURN TO:
l Estate Division
neering Department
of Des Moines
ty Hall
400 East First Street
Des Moines, Iowa 50309-1891

Date 4-24-00
Agenda Item 33
Roll Call # 00-1185

Prepared by: Real Estate Div., Engr. Dept., City of Des Moines (515) 283-4561

OFFER TO PURCHASE REAL ESTATE AND ACCEPTANCE

Des Moines, Iowa

April 6, 2000

TO: **MidAmerican Energy Company f/k/a Iowa Power & Light Company** (hereinafter the "Seller")

The City of Des Moines, a municipal corporation of the State of Iowa (hereinafter referred to as the "City") acting by and through its authorized Right-of-Way Agent who is the undersigned, hereby offers to buy the real estate situated in Polk County, Iowa, locally known as **101 SW 16th Street, Des Moines, Iowa,** and legally described as follows:

See attached Exhibit "A"

hereinafter referred to as the "Property", together with any easements and servient estates appurtenant thereto, buildings and improvements, which Property is further shown and described on the Acquisition Plat attached hereto as Exhibit "A".

1. **PURCHASE PRICE.**

City offers to buy said property for the total price of **$19,821**, payable in full immediately after delivery of the Deed to the City and acceptance thereof by the Des Moines City Council. This offer shall expire on May 19, 2000, unless extended in writing by the City.

2. **TITLE AND POSSESSION.**

The Seller shall deliver legal title by Warranty Deed immediately upon full payment by the City of the purchase price. The Seller shall surrender possession of the property not later than the date of closing. However, the Seller may, if necessary, stay in the property after closing as a tenant. A Rental Agreement must be executed with the City if either the Seller or the Seller's tenant elect to stay after the closing. A security deposit is required under the terms of the rental agreement. The rental agreement is attached as Exhibit "B". Deficiencies which pose an immediate threat to any occupant must be corrected by the Seller before the premises can be occupied by the Seller or the Seller's tenant after the closing.

3. **DEED.**

The Seller shall convey title by Warranty Deed, with terms and provisions as per form approved by the City of Des Moines, free and clear of liens and encumbrances, including leasehold interests and leasehold claims, reservations or modifications except as in this

instrument otherwise expressly provided. All warranties shall extend to time of closing, with special warranties as to acts of the Seller up to time of delivery of deed. The Seller agrees that amounts payable by the Seller for real estate taxes, special assessments, mortgage payoffs, liens, or judgments shall be deducted at closing form the Purchase Price.

4. **ABSTRACT AND TITLE.**

The Seller shall promptly provide the Abstract of title to the City for continuation and examination at the City's expense. The Abstract shall become the property of the City when the purchase price is paid in full, and shall show marketable title in conformity with this agreement, the land title law of the State of Iowa and Iowa Title standards of the Iowa State Bar Association. The Seller shall pay costs of additional abstracting and/or title work due to act or omission of the Seller, including transfer upon death of the Seller or assigns.

5. **FIXTURES.**

All personal property that integrally belongs to or is part of said real estate, whether attached or detached, such as light fixtures (including fluorescent tubes but not mazda bulbs), drapes, shades, rods, blinds, venetian blinds, awnings, storm windows, storm doors, storm sashes, screens, attached linoleum, plumbing fixtures, water heaters, water softeners, automatic heating equipment, air-conditioning equipment other than window type, door chimes, built-in items and electrical service cable, fencing, gates, garage door openers and controls, and other attached fixtures, trees, bushes, shrubs and plants, shall be considered a part of real estate and included in this sale except:

None

6. **INSURANCE.**

The Seller shall maintain fire, windstorm and extended coverage insurance in an amount not less than the full insurable replacement value of all buildings and personal property included in this agreement until date of possession and shall forthwith secure endorsement on the policies of insurance in such amount with loss payable to the parties as their interest may appear.

7. **STATUS QUO MAINTAINED.**

The Seller will preserve the property in its present condition as of the date of this Offer and will deliver it intact at the time possession is given; in case of loss or destruction of part or all of said premises from causes covered by insurance, the City agrees to accept such insurance recovery (proceeds to be applied as the interests of the parties appear) in lieu of that part of the damaged or destroyed improvements and the Seller shall not be required to repair or replace same.

8. **SPECIAL ASSESSMENTS.**

The Seller shall pay all special assessments which are a lien on the date of closing and any assessments which appear after the closing for water, sewer rental and solid waste charges

which were incurred prior to the closing date or during the term of the rental agreement, if applicable.

9. TAXES.

The Seller shall pay a pro-rata share of taxes (real and personal) for the fiscal year, and all unpaid taxes for prior years. To determine the pro-rata share of taxes for the current fiscal year, payable in the next fiscal year, the following procedure shall be used:

A. The annual tax payment shown on the most recent tax notice for the property shall be divided by 12 to determine the amount of tax owed for each month.

B. The total number of months in the current fiscal year commencing with the first day of July and ending with the day of closing shall be determined and said number multiplied by the monthly amount of tax owed and that figure shall be the portion of taxes payable by the Seller on the pro-rata basis.

C. When closing is on or before the 15th of a month, no taxes will be due for that month. When closing is after the 15th of a month, a full month's taxes shall be due for that month and shall be added to the Seller's pro-rata share.

D. Any remaining portion of taxes for said fiscal year and all subsequent taxes, if any, shall be the responsibility of the City. The Seller shall pay its pro-rata share of such taxes by means of a deduction in the amount thereof from the purchase price to be paid at the time of conveyance.

10. ENVIRONMENTAL REPRESENTATIONS AND WARRANTIES.

A. For Purposes of this Agreement.

1) The term "Environmental Laws" shall mean and include (i) the Resource Conservation and Recovery Act of 1976, 42 U.S.C. § 6901-6987, as amended by the Hazardous and Solid Waste Amendments of 1984; (ii) the Comprehensive Environmental Response, Compensation and Liability Act, as amended by the Superfund Amendments and Reauthorization Act of 1986, 42 U.S.C. § 9601-9657; (iii) the Hazardous Materials Transportation Act of 1975, 49 U.S.C. § 1801-1812; (iv) the Toxic Substances Control Act, 15 U.S.C. § 2601, et. seq.; (v) the Clear Air Act. 42 U.S.C. § 7401, et. seq.; (vi) the Federal Insecticide, Fungicide and Rodenticide Act. 7 U.S.C. § 136, et. seq.; (vii) Chapters 455B and 455E of Iowa Code; and all similar federal, state, or local environmental laws, ordinances, rules, codes and regulations, and any other federal, state and local laws, ordinances, rules, codes and regulations, as any of the foregoing may have been from time to time amended, supplemented or supplanted and any other federal, state or local laws, ordinances, rules, codes and regulations now existing relating to the environment or the regulation or control or imposing liability or standards of conduct concerning toxic or hazardous waste, substances or materials; and

2) The term "Hazardous Substances" shall mean and include any, each and all substances or materials regulated pursuant to any Environmental Laws, including, but not limited to, any such substance, emission or material now defined as or deemed to be a regulated substance, hazardous substance, toxic substance, pesticide, explosives, radioactive materials, hazardous waste or any similar or like classification or categorization thereunder, provided, however, that Hazardous Substances shall not include materials used or stored in connection with the operation or maintenance of the Property and in compliance in all material respects with all Environmental Laws, including petroleum products and any waste products generated therefrom.

B. The Seller hereby represents and warrants to the City, to the best knowledge and belief of the Seller, as follows:

1) No notices, complaints or orders of violation or noncompliance with Environmental Laws have been received by the Seller, by any tenant of the Property, and no federal, state or local environmental investigation is pending or has been threatened against the Seller, or against any tenants of the Property with regard to (i) the Property or any use thereof; (ii) any alleged violation of Environmental Laws with regard to the Property; (iii) any failure by the Seller or any tenant of the Property to have any environmental permit, certificate, approval, registration or authorization required to the conduct of its business; or (iv) the generation, treatment, storage, recycling, transportation, disposal or Release (each a "Regulated Activity") of any Hazardous Substances on, at or under the Property. For purposes hereof, "Release" shall have the meaning given to that term in 42 U.S. C. § 9601(22).

2) The Property has not been used by the Seller or by any prior owner for the conduct of any Regulated Activity other than in compliance in all material respects with Environmental Laws.

3) That it has not done, caused or allowed any of the following to occur, and has no knowledge that any other person has done, caused or allowed any of the following to occur on the Property (except as stated below):

a) The erection and existence of any wells;

b) The existence of any underground storage tanks as defined in Iowa Code Section 455B.471;

c) The location of any disposal sites for solid waste, as defined by Iowa Code Section 455B.301;

d) Disposal or location of hazardous wastes as defined by Iowa Code Section 455B.411 or as listed by the Iowa Department of Natural Resources pursuant to Iowa Code Section 455B.412(2) or 455B.464;

e) Activity which has or would cause (A) a release or threat of release of any Hazardous Substance or waste from the property within the meaning of, or

otherwise bring any portion of the property within the ambit of any Environmental Law; (B) the Property to be deemed a hazardous waste treatment storage or disposal facility within the meaning of, or otherwise bring any of its Parcels within the purview of the Resource Conservation and Recovery Act of 1976 ("RCRA"), 42 U.S.C. § 6901 et. seq., as amended, or any similar state law or local ordinance.

4) There exists no petroleum contamination to the Property in violation of applicable Environmental Laws which originated on or off the Property, and there exists no underground storage tanks, surface impoundments, or solid waste disposal sites, active or abandoned, at, on or under the Property in violation of applicable Environmental Laws.

5) Neither the Seller nor any third party has, to the best of the Seller's knowledge and belief, caused a release of any Hazardous Substance, nor is there any friable asbestos, polychlorinated biphenyls, formaldehyde or lead at, on or under the Property, the removal of which is required by an Environmental Law or the maintenance of which constitutes a violation of any Environmental Law.

C. The foregoing representations and warranties with respect to the Property shall survive the closing. In addition, the foregoing representations and warranties shall not be affected by any study, investigation, or inspection of the Property by the City.

11. ENVIRONMENTAL INDEMNIFICATION.

The Seller agrees to indemnify, defend, and hold harmless the City from and against any and all claims, demands, fines, penalties, causes of action, losses, damages, liabilities, expenses and costs, including court costs and reasonable attorney fees, (including costs and fees incurred to enforce this provision) incurred by the City or asserted against the City by any third party by reason of or arising out of the breach of any representation, warranty, or agreement of the Seller as set forth above in Paragraphs 10, or arising out of any contamination of the Property.

Nothing in this agreement shall be deemed to be or constitute a waiver by the City of any defense available to it as a governmental entity pursuant to 42 U.S.C. §§ 9601(35)(A)(ii) and 9607(b)(3).

12. INSPECTION OF THE PROPERTY.

The City, at its expense, shall have the right to conduct such inspections of the Property to be acquired by it as it deems reasonable or necessary prior to Closing. The Seller hereby grants the City, its officers, agents, employees and independent contractors, the right to enter upon the Property at reasonable times upon reasonable notice, oral or written, from time to time after the date the City submitted its offer to the Seller for the purposes of inspecting and testing the Property to be acquired and for other purposes consistent with the City's interest under this Agreement. The City agrees to defend, indemnify and hold harmless the Seller, its officers, directors, agents and employees, from any liability and expense, including

reasonable attorney's fees, that result from the exercise by the City of its right of entry onto the Property prior to Closing.

13. **TIME IS OF THE ESSENCE.**

Time is of the essence of this Agreement.

14. **APPROVAL OF COURT.**

If this property is an asset of any estate, trust or guardianship, this contract shall be subject to Court approval, unless declared unnecessary by the City's attorney. If necessary, the appropriate fiduciary shall proceed promptly and diligently to bring the matter on for hearing for Court approval. (In that event the Court Officer's Deed shall be used.)

15. **INSTALLMENT CONTRACTS.**

Where the Seller is purchasing the property on an installment contract, the Seller and Titleholder shall, before closing, provide the City with a written statement of agreement on the total amount required to pay off the installment contract, including interest, to the day of closing. Said statement of agreement shall also include any amounts paid by the Seller into any real estate tax and insurance escrow accounts which amounts have not been paid by the Titleholder to the County Treasurer or to the insurer. Any funds paid by the Seller to the Titleholder for said purpose shall be deducted from the Titleholder's share of proceeds and credited to the Seller at the time of closing, or the parties may agree to deduct the amount in escrow from the principle balance of the contract.

16. **COUNCIL APPROVAL.**

This contract is subject to the approval of the Des Moines City Council and neither the City or its representatives in this matter shall be bound by the contract until said approval is given and is public record.

17. **RELOCATION ASSISTANCE SEPARATE.**

This Offer to Purchase Real Estate and Acceptance is separate from any agreement by the City to provide relocation assistance to which the Seller may become entitled under provisions of Federal and State law and is not contingent upon the promise of any relocation assistance.

18. **PURPOSE OF ACQUISITION / EXERCISE OF THE POWER OF EMINENT DOMAIN.**

The parties acknowledge and agree that the City is acquiring the Property subject of this Offer for the Martin Luther King, Jr. Parkway Project, pursuant to agreement with the Iowa Department of Transportation. The parties further acknowledge and agree that the City has the authority, under Chapters 6A and 6B of the Iowa Code, to exercise the power of eminent domain to acquire property for said project, and that the City could have acquired the Property subject of this Offer by condemnation, should the Seller have declined this Offer.

The Seller acknowledges that it understands that upon its execution of this Offer and the City Council's acceptance thereof, the Seller will be required to remove itself from the Property and permanently relocate.

19. **EXTRA PROVISIONS.**

None.

PRESENTED ON BEHALF OF THE CITY OF DES MOINES ON THE 6 DAY OF April, 2000.

BY: Judy Rains
Judy Rains, Real Estate Coordinator
for the City of Des Moines, Iowa

SELLER: ACCEPTED BY THE SELLER ON THE 18th DAY OF May, 2000:

MIDAMERICAN ENERGY COMPANY
f/k/a Iowa Power & Light Company

John A. Rasmussen
Sr. VP & General Counsel

P. J. Leighton
Secretary

STATE OF Iowa)
) SS
COUNTY OF Polk)

On this 18th day of May, 2000, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared John A. Rasmussen and P. J. Leighton, to me personally known, who, being by me duly sworn, did say that they are the Vice President and Secretary, respectively, of the corporation executing the foregoing instrument; that (no seal has been procured by) (the seal affixed thereto is the seal of) the corporation; that the instrument was signed (and sealed) on behalf of the corporation by authority of its Board of Directors; that John A. Rasmussen and P. J. Leighton acknowledged the execution of the instrument to be the voluntary act and deed of the corporation and of the fiduciary, by it, by them and as the fiduciary voluntarily executed.

KENNETH E. SCHWARZ
MY COMMISSION EXPIRES
6-24-02

Notary Public - State of Iowa

My Commission Expires: _____

BUYER: APPROVED AND ACCEPTED BY THE CITY OF DES MOINES ON THE 24th DAY OF April, 2000.

Attest: Donna V. Boetel-Baker
Donna Boetel-Baker, CMC/AAE
City Clerk

By: Preston A. Daniels
Preston A. Daniels, Mayor

APPROVED AS TO FORM:

Emily Gould Chafa
Emily Gould Chafa, Assistant City Attorney

STATE OF IOWA)
) **ss.**
COUNTY OF POLK)

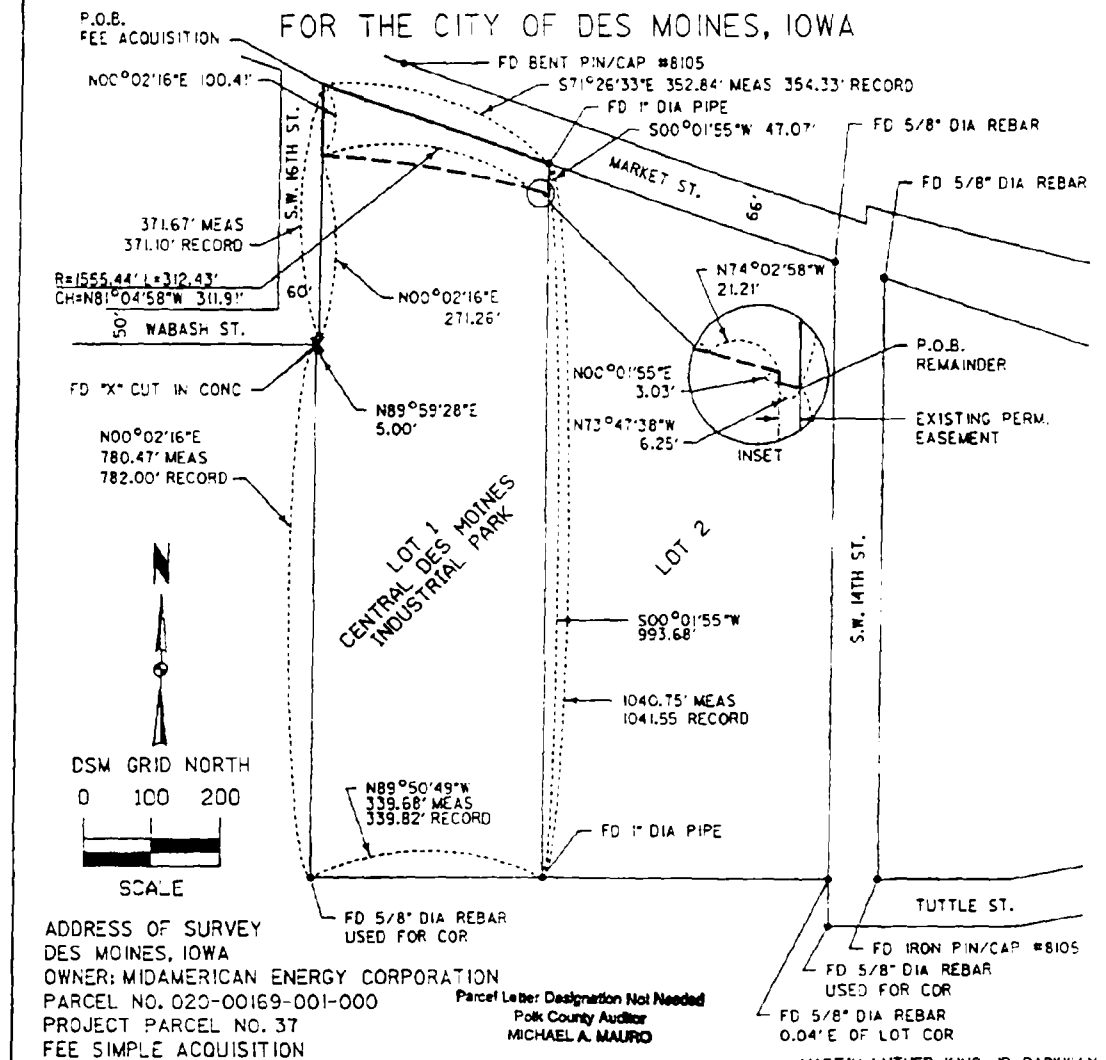
On this 19th day of June, 2000, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Preston A. Daniels and Donna V. Boetel-Baker, to me personally known, who, being by me duly sworn, did say that they are the Mayor and City Clerk, respectively, of the City of Des Moines, Iowa; that the seal affixed to the thereto is the seal of the corporation; that the instrument was signed and sealed on behalf of the corporation, by authority of its City Council, as contained in Roll Call No. 00-1185 passed and approved by the City Council on the 24th day of April, 2000, and tha: Preston A. Daniels and Donna V. Boetel-Baker acknowledged the execution of the instrument to be the voluntary act and deed of said City by it and by them voluntarily executed.

Melissa Olson
Notary Public in and for the State of Iowa
My Commission expires: 10-25-02

MELISSA OLSON
MY COMMISSION EXPIRES
10-25-02

ACQUISITION PLAT

FOR THE CITY OF DES MOINES, IOWA



ADDRESS OF SURVEY
DES MOINES, IOWA
OWNER: MIDAMERICAN ENERGY CORPORATION
PARCEL NO. 020-00169-001-000
PROJECT PARCEL NO. 37
FEE SIMPLE ACQUISITION

Parcel Letter Designation Not Needed
Polk County Auditor
MICHAEL A. MAURO

MARTIN LUTHER KING JR PARKWAY
W.O. NO. 0226-99-003

LICENSED LAND SURVEYOR MICHAEL R. FAGLE 8505 IOWA

I hereby certify that this Land Surveying document was prepared 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.

Michael R. Fagle 4-11-06
MICHAEL R. FAGLE Date
License number 8505
My license renewal date is December 31, 2000.
Pages or sheets covered by this seal:
Sheets 1-3 of 3

	RUST ENVIRONMENT & INFRASTRUCTURE DES MOINES, IOWA (515) 244-1470
BJS:2-22-00	
BJS:11-30-99	EXHIBIT _____ SHEET 1 OF 3
BJS:1-13-99	
BJS:1-8-99	
REV/BY:DATE	

BK8523PG786

ACQUISITION PLAT

FOR THE CITY OF DES MOINES, IOWA

LEGAL DESCRIPTION: FEE SIMPLE ACQUISITION

ALL THAT PART OF LOT 1 IN CENTRAL DES MOINES INDUSTRIAL PARK, AN OFFICIAL PLAT, ALL NOW INCLUDED IN AND FORMING A PART OF THE CITY OF DES MOINES, POLK COUNTY, IOWA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 1; THENCE SOUTH 71° (DEGREES) 26' (MINUTES) 33" (SECONDS) EAST (ASSUMED BEARING FOR THE PURPOSE OF THIS DESCRIPTION) ON THE NORTH LINE OF SAID LOT 1 A DISTANCE OF 352.84 FEET (354.33 FEET RECORD) TO THE NORTHEAST CORNER OF SAID LOT 1; THENCE SOUTH 00°01'55" WEST ON THE EAST LINE OF SAID LOT 1 A DISTANCE OF 47.07 FEET; THENCE NORTH 73°47'38" WEST A DISTANCE OF 6.25 FEET; THENCE NORTH 00°01'55" EAST A DISTANCE OF 3.03 FEET; THENCE NORTH 74°02'58" WEST A DISTANCE OF 21.21 FEET; THENCE NORTHWESTERLY ON A 1,555.44-FOOT RADIUS CURVE CONCAVE SOUTHWESTERLY AND HAVING A 311.91-FOOT LONG CHORD BEARING NORTH 81°04'58" WEST A DISTANCE OF 312.43 FEET (ARC LENGTH) TO THE WEST LINE OF SAID LOT 1; THENCE NORTH 00°02'16" EAST ON THE WEST LINE OF SAID LOT 1 A DISTANCE OF 100.41 FEET TO THE POINT OF BEGINNING.

BY SURVEY CONTAINING 22,023 SQUARE FEET.

LEGAL DESCRIPTION: REMAINDER

ALL THAT PART OF LOT 1 IN CENTRAL DES MOINES INDUSTRIAL PARK, AN OFFICIAL PLAT, ALL NOW INCLUDED IN AND FORMING A PART OF THE CITY OF DES MOINES, POLK COUNTY, IOWA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID LOT 1; THENCE SOUTH 00° (DEGREES) 01' (MINUTES) 55" (SECONDS) WEST (ASSUMED BEARING FOR THE PURPOSE OF THIS DESCRIPTION) ON THE EAST LINE OF SAID LOT 1 A DISTANCE OF 47.07 FEET TO THE POINT OF BEGINNING OF THE PARCEL HEREIN DESCRIBED; THENCE CONTINUING SOUTH 00°01'55" WEST ON THE EAST LINE OF SAID LOT 1 A DISTANCE OF 993.68 FEET TO THE SOUTHEAST CORNER OF SAID LOT 1; THENCE NORTH 89°50'49" WEST ON THE SOUTH LINE OF SAID LOT 1 A DISTANCE OF 339.68 FEET (339.82 FEET RECORD) TO THE SOUTHWEST CORNER OF SAID LOT 1; THENCE NORTH 00°02'16" EAST ON THE WEST LINE OF SAID LOT 1 A DISTANCE OF 780.47 FEET (782.00 FEET RECORD) TO THE PRESENT SOUTH RIGHT-OF-WAY LINE OF WABASH STREET; THENCE NORTH 89°59'28" EAST ON THE PRESENT SOUTH RIGHT-OF-WAY LINE OF WABASH STREET A DISTANCE OF 5.00 FEET TO THE PRESENT EAST RIGHT-OF-WAY

MARTIN LUTHER KING JR PARKW,
W.O. NO. 0228-99-003

ADDRESS OF SURVEY
DES MOINES, IOWA
OWNER: MIDAMERICAN ENERGY CORPORATION
PARCEL NO. 020-00169-001-000
PROJECT PARCEL NO. 37
FEE SIMPLE ACQUISITION

	RUST ENVIRONMENT & INFRASTRUCTURE DES MOINES, IOWA (515) 244-1470
BJS:2-22-00	EXHIBIT _____ SHEET 2 OF _____
BJS:11-30-99	
BJS:1-8-99	
REV/BY:DATE	

BK8523PG787

ACQUISITION PLAT

FOR THE CITY OF DES MOINES, IOWA

LINE OF S.W. 16TH STREET; THENCE NORTH 00°02'16" EAST ON THE PRESENT EAST RIGHT-OF-WAY LINE OF S.W. 16TH STREET A DISTANCE OF 271.26 FEET; THENCE SOUTHEASTERLY ON A 1,555.44-FOOT RADIUS CURVE CONCAVE SOUTHWESTERLY AND HAVING A 311.91-FOOT LONG CHORD BEARING SOUTH 81°04'58" EAST A DISTANCE OF 312.43 FEET (ARC LENGTH); THENCE SOUTH 74°02'58" EAST A DISTANCE OF 21.21 FEET; THENCE SOUTH 00°01'55" WEST A DISTANCE OF 3.03 FEET; THENCE SOUTH 73°47'38" EAST A DISTANCE OF 6.25 FEET TO THE POINT OF BEGINNING.

BY SURVEY CONTAINING 348,776 SQUARE FEET, OR 8.01 ACRES.

ADDRESS OF SURVEY
DES MOINES, IOWA
OWNER: MIDAMERICAN ENERGY CORPORATION
PARCEL NO. 020-00169-001-000
PROJECT PARCEL NO. 37
FEE SIMPLE ACQUISITION

MARTIN LUTHER KING JR. PARKWAY
W.O. NO. 0228-99-003

RUST ENVIRONMENT & INFRASTRUCTURE
DES MOINES, IOWA
(515) 244-1470

EXHIBIT _____ SHEET 3 OF 3

REV/BY:DATE
BJS:2-22-00
BJS:11-30-99
BJS:1-8-99

BK8523PG788

AFTER RECORDING RETURN TO:
Real Estate Division
Engineering Dept
City of Des Moines
City Hall
400 East First Street
Des Moines, Iowa 50309-1891

FILED FOR RECORD
POLK COUNTY, IOWA

00 AUG 23 P 1: 16.7

TIMOTHY J. BRIEN
RECORDER

Date 4-24-00
Agenda Item 33
Roll Call # 00-1185

INST # 013689
RECORDING FEE 26.00
AUDITOR FEE 5.00

Prepared by: Real Estate Div., Engr. Dept., City of Des Moines (515) 283-4561

Send Tax Statements To: Real Estate Div., Engineering Dept., City of Des Moines, 400 E. First St., Des Moines, IA 50309-1891

Martin Luther King, Jr. Parkway (CBD Loop)
Storm Sewer Outfall/Pump Station (CP030)

W.O. #0228-98-006
Parcel #37A – 101 SW 16th Street

Entered upon transfer books and for taxation this 29 day of Aug 20 00, tax $ 5 - cancelled by recorder.
MICHAEL A. MAURO
Auditor

WARRANTY DEED

(Corporate)

For the consideration of Twelve Thousand Three Hundred Twenty-One and No/100 Dollars ($12,321.00) to be paid by the City of Des Moines, **MidAmerican Energy Company f/k/a Iowa Power and Light Company**, having its principal place of business at 907 Walnut Street, Des Moines, Iowa 50309, does hereby CONVEY unto the **City of Des Moines**, a municipal corporation organized under the laws of the State of Iowa, 400 East First Street, Des Moines, Iowa, 50309, the following described real estate situated in Polk County, Iowa, to-wit:

2L
8-24-00

See attached Exhibit "A"

Locally known as: 101 SW 16th Street
Subject to easements, restrictions and covenants of record, if any.

The Environmental Representations And Warranties contained in the Offer to Purchase Real Estate and Acceptance, dated May 18, 2000, and filed for record in Book 8523, Page 776, shall survive the execution of this deed.

(Exempt from filing Declaration of Value under Paragraph 14)

And said Corporation hereby covenants with said grantees, and successors in interest, that it holds said real estate by title in fee simple; that it has good and lawful authority to sell and convey the same; that said premises are free and clear of all liens and encumbrances whatsoever, except as may be above stated; and it covenants to Warrant and Defend the said premises against the lawful claims of all persons whomsoever, 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.

BK8572PG624

IN WITNESS WHEREOF said corporation has caused this instrument to be duly executed this 7th day of July, 2000.

MIDAMERICAN ENERGY COMPANY
f/k/a Iowa Power & Light Company

Jack L. Alexander
Vice President

P. J. Leighton
Secretary

STATE OF Iowa)
) SS
COUNTY OF Polk)

On this 7 day of July, 2000, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Jack L. Alexander and P. J. Leighton, to me personally known, who, being by me duly sworn, did say that they are the Vice President and Secretary, respectively, of the corporation executing the foregoing instrument; that (no seal has been procured by) (~~the seal affixed thereto is the seal of~~) the corporation; that the instrument was signed (~~and sealed~~) on behalf of the corporation by authority of its Board of Directors; that Jack L. Alexander and P. J. Leighton acknowledged the execution of the instrument to be the voluntary act and deed of the corporation and of the fiduciary, by it, by them and as the fiduciary voluntarily executed.

KENNETH E. SCHWARZ
MY COMMISSION EXPIRES

Notary Public - State of Iowa
My Commission Expires: 6-24-02

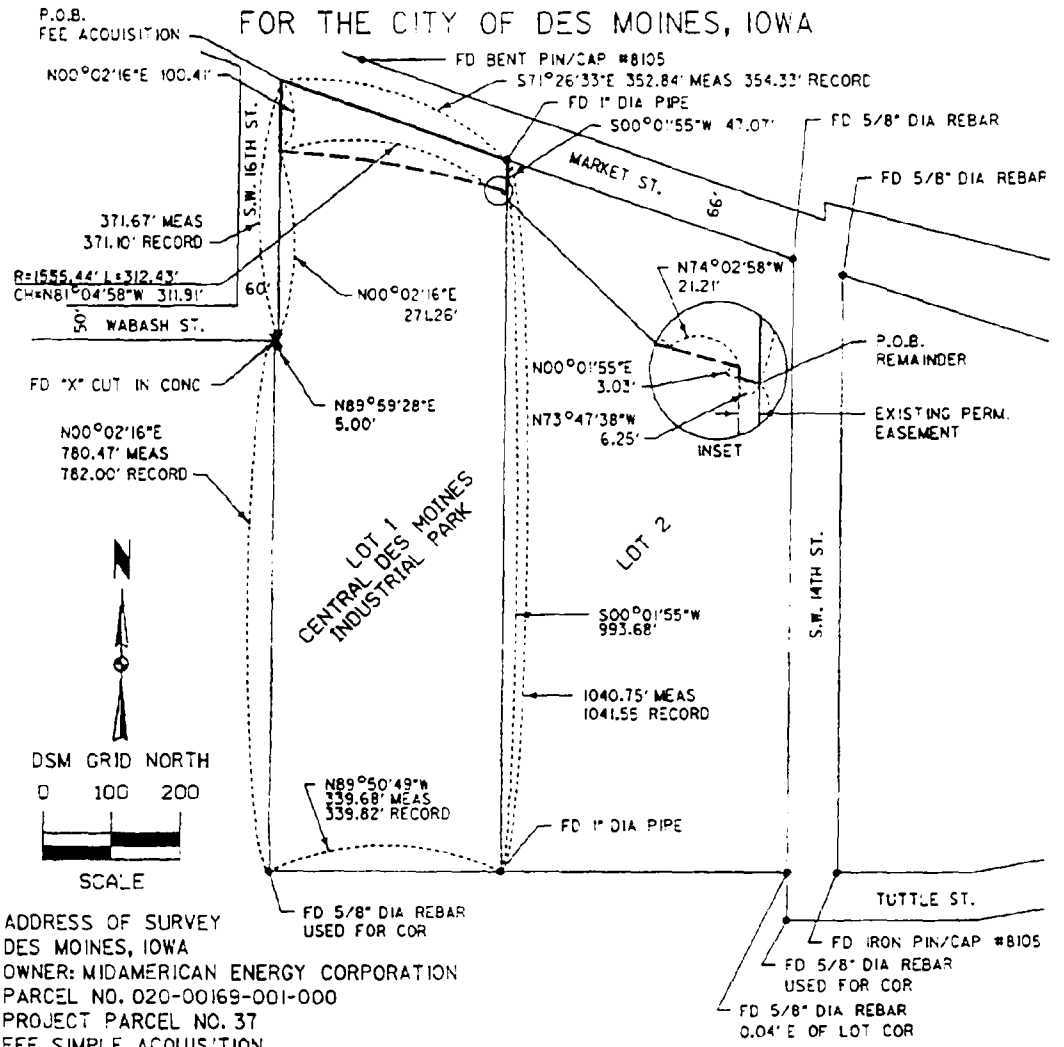
I, Donna V. Boetel-Baker, City Clerk of the City of Des Moines, Iowa, do hereby certify that the within and foregoing Corporate Warranty Deed was duly approved and accepted by the City Council of said City of Des Moines by Resolution and Roll Call No. 00-1185 passed on the 24th day of April, 2000, and this certificate is made pursuant to authority contained in said Resolution.

Donna V. Boetel-Baker, CMC/AAE
City Clerk of the City of Des Moines, Iowa
8-1-00

BK8572PG625

ACQUISITION PLAT

FOR THE CITY OF DES MOINES, IOWA



ADDRESS OF SURVEY
DES MOINES, IOWA
OWNER: MIDAMERICAN ENERGY CORPORATION
PARCEL NO. 020-00169-001-000
PROJECT PARCEL NO. 37
FEE SIMPLE ACQUISITION

MARTIN LUTHER KING JR. PARKWAY
W.O. NO. C226-99-003

LICENSED LAND SURVEYOR MICHAEL L. FAGLE 8505 IOWA

I hereby certify that this Land Surveying document was prepared 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.

Michael R. Fagle 4-11-00
MICHAEL R. FAGLE Date
License number 8505
My license renewal date is December 31, 2000.
Pages or sheets covered by this seal:
Sheets 1-3 of 3

	RUST ENVIRONMENT & INFRASTRUCTURE DES MOINES, IOWA (515) 244-1470
BJS:2-22-00	
BJS:11-30-99	EXHIBIT _____ SHEET 1 OF 3
BJS:1-13-99	
BJS:11-8-95	
REV/BY:DATE	

BK8572PG626

ACQUISITION PLAT

FOR THE CITY OF DES MOINES, IOWA

LEGAL DESCRIPTION: FEE SIMPLE ACQUISITION

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BY SURVEY CONTAINING 22,023 SQUARE FEET.

LEGAL DESCRIPTION: REMAINDER

ALL THAT PART OF LOT 1 IN CENTRAL DES MOINES INDUSTRIAL PARK, AN OFFICIAL PLAT, ALL NOW INCLUDED IN AND FORMING A PART OF THE CITY OF DES MOINES, POLK COUNTY, IOWA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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ADDRESS OF SURVEY
DES MOINES, IOWA
OWNER: MIDAMERICAN ENERGY CORPORATION
PARCEL NO. 020-00169-001-000
PROJECT PARCEL NO. 37
FEE SIMPLE ACQUISITION

MARTIN LUTHER KING JR PARKWAY
W.O. NO. C228-95-003

	RUST ENVIRONMENT & INFRASTRUCTURE DES MOINES, IOWA (515) 244-1470
BJS:2-22-00	EXHIBIT _____ SHEET 2 OF 3
BJS:11-30-99	
BJS:1-6-99	
REV/BY:DATE	

ACQUISITION PLAT

FOR THE CITY OF DES MOINES, IOWA

LINE OF S.W. 16TH STREET; THENCE NORTH 00°02'16" EAST ON THE PRESENT EAST RIGHT-OF-WAY LINE OF S.W. 16TH STREET A DISTANCE OF 271.26 FEET; THENCE SOUTHEASTERLY ON A 1,555.44-FOOT RADIUS CURVE CONCAVE SOUTHWESTERLY AND HAVING A 311.91-FOOT LONG CHORD BEARING SOUTH 81°04'58" EAST A DISTANCE OF 312.43 FEET (ARC LENGTH); THENCE SOUTH 74°02'58" EAST A DISTANCE OF 21.21 FEET; THENCE SOUTH 00°01'55" WEST A DISTANCE OF 3.03 FEET; THENCE SOUTH 73°47'38" EAST A DISTANCE OF 6.25 FEET TO THE POINT OF BEGINNING.

BY SURVEY CONTAINING 348,776 SQUARE FEET, OR 8.01 ACRES.

ADDRESS OF SURVEY
DES MOINES, IOWA
OWNER: MIDAMERICAN ENERGY CORPORATION
PARCEL NO. 020-00169-001-000
PROJECT PARCEL NO. 37
FEE SIMPLE ACQUISITION

MARTIN LUTHER KING JR PARKWAY
W.O. NO. 0228-99-003

RUST ENVIRONMENT & INFRASTRUCTURE
DES MOINES, IOWA
(515) 244-1470

BJS:2-22-00	EXHIBIT _____ SHEET 3 OF 3
BJS:11-30-99	
BJS:1-8-99	
(REV/BY:DATE)	

BK8572PG628

IOWA POWER AND LIGHT COMPANY

SECRETARY'S CERTIFICATE

INST. NO. 045557
POLK COUNTY, IOWA
9:57 FILED FOR RECORD 5
AT MAR 0 8 1990 A.M. P.M.
TIMOTHY J. BRIEN, Recorder
By J. Fuentes Deputy

STATE OF IOWA
; ss
POLK COUNTY

K. D. Hanje hereby certify that I am Secretary of Iowa Power and Light Company, an Iowa corporation having its principal place of business in Des Moines, Iowa (herein the "Corporation"), that I am duly appointed to such office in accordance with the Corporation's Articles of Incorporation and Bylaws and that as secretary I am the keeper of the records of the Corporation including its minute book.

I further certify that at a meeting of the shareholder of the Corporation held as required by law and convened on the 15th day of December, 1985, the following resolution and amendment to the Articles of Incorporation of the Corporation was duly adopted by affirmative vote of all of the issued and outstanding stock entitled to vote thereon:

RESOLVED that the Articles of Incorporation of Iowa Power and Light Company are hereby amended, effective January 1, 1990, by striking Article I, "Name of Corporation" in its entirety, and inserting in lieu thereof the following:

"ARTICLE I

Name of Corporation

The name of the corporation is IOWA POWER INC."

The foregoing resolution and amendment is presently in full force and effect and has not been revoked or rescinded. This Certificate is given for the purpose of evidencing of public record that the Corporation's name has been changed.

IN WITNESS WHEREOF, I have hereupon set the seal of the Corporation this [illegible] day of January, 1990.

K. D. Hanje

Subscribed and sworn to before me by K. D. Hanje this [illegible] day of January, 1990.

CORPORATE SEAL IOWA

Notary Public in and for the State of Iowa

7/7/90

6210 . 072

RETURN TO: J.A. ANDERSON
666 GRAND AVE., BOX 8244
DSM 50306-8244

ARTICLES OF CORRECTION

OF

ARTICLES OF MERGER

OF

MIDWEST POWER SYSTEMS INC.
(an Iowa corporation)

and

IOWA POWER INC.
(an Iowa corporation)

and

IOWA PUBLIC SERVICE COMPANY
(an Iowa corporation)

6208
119

FOR COPY AT
TIME OF RECORDING

INST # 054683
RECORDING FEE 85.00
AUDITOR FEE

To the Secretary of State
of the State of Iowa:

Pursuant to the provisions of 490.1105 of the Iowa Business Corporation Act, the undersigned corporations hereby executed and adopted the Articles of Merger on July 22, 1992, for the purpose of merging each of Iowa Power Inc. and Iowa Public Service Company into Midwest Power Systems Inc., the Surviving Corporation.

Attached is page A-9 to be filed with the Annex A attached to the Articles of Merger which page was inadvertently omitted for the original filing.

MIDWEST POWER SYSTEMS INC.

By: Paul J. Leighton, Secretary

IOWA POWER INC.

By: Paul J. Leighton, Secretary

IOWA PUBLIC SERVICE COMPANY

By: Paul J. Leighton, Secretary

708

6710 241

1490.00
Fee #2.00

file!

FILED FOR RECORD
POLK COUNTY, IOWA
93 FEB -1 P 1:16.8
TIMOTHY J. BRIEN
RECORDER

INST # 058724
RECORDING FEE 1,490.00
AUDITOR FEE _____

MIDWEST POWER SYSTEMS INC.

SECRETARY'S CERTIFICATE

State of Iowa)
) ss.
Polk County)

I, Paul J. Leighton, hereby certify that I am Secretary of Midwest Power Systems Inc., an Iowa Corporation having its principal place of business in Des Moines, Iowa (herein the "Corporation"), that I am duly appointed to such office in accordance with the Corporation's Articles of Incorporation, as amended, and Bylaws and that as Secretary I am the keeper of the records of the Corporation including the minute book.

I further certify that on April 15, 1992 at a meeting of the shareholders of each Midwest Power Systems Inc.[Iowa Power Inc. and Iowa Public Service Company, held as required by law, the merger of Iowa Power Inc. and Iowa Public Service Company with and into Midwest Power Systems Inc., was duly approved.

I further certify that on July 22, 1992 the Articles of Merger were filed with the Secretary of State for the State of Iowa evidencing such merger.

This certificate is given for the purpose of evidencing of public record that Iowa Power Inc. and Iowa Public Service Company merged with and into Midwest Power Systems Inc. with Midwest Power Systems Inc. being the surviving company.

IN WITNESS WHEREOF, I have hereupon executed this Certificate this 28th day of January, 1993.

[NO SEAL has been procured by Midwest Power Systems Inc.]

Paul J. Leighton

Subscribed and sworn to before me by Paul J. Leighton this 28th day of January, 1993.

Notary Public in and for the State of Iowa

When recorded return to:
Mr. Jon A. Andersen
Midwest Power Systems Inc.
2900 Fleon Center
P.O. Box 657
Des Moines, Iowa 50306

JAMES P. DIEMER
Iowa
NOTARY PUBLIC

BOOK 6718 PAGE 01

MidAmerican Energy
907 Wildwood, Des Moines Ia 50309

Allen James Blumer

July 13, 1995
Corp. No.:000141635
Ref. No.: 131939

IOWA

328022

INST # 086648
RECORDING FEE 16.00
AUDITOR FEE

SECRETARY OF STATE

MIDWEST RESOURCES INC.
JULIE WILLIAMS
666 GRAND AVENUE PO BOX 9244
DES MOINES IA 50309

5028
205

FILED FOR RECORD
95 JUN 14 P 2:59
RECORDER

STATEMENT REGARDING DOCUMENTS FILED

Name MIDWEST RESOURCES, INC.
Date 03/13/1990

I, PAUL D. PATE, secretary of the state of the state of Iowa, custodian of the records of incorporations, certify that the corporation named on this certificate was duly incorporated under the laws of Iowa on the date printed above.

I further certify that according to the records in this office the above named corporation filed articles of merger on, 06/30/1995 to become active on 07/01/1995, merging IOWA-ILLINOIS GAS AND ELECTRIC COMPANY, an Illinois Corporation, MIDWEST POWER SYSTEMS INC., an Iowa Corporation, and MIDWEST RESOURCES INC., an Iowa Corporation, with and into MIDAMERICA ENERGY COMPANY, an Iowa Corporation, the survivor.

Paul D. Pate
SECRETARY OF STATE

FILED ON
JUNE 14, 1995

BK7423PG796

ARTICLES OF MERGER

OF

MIDAMERICAN ENERGY COMPANY

RECEIVED

JUN 30 1995

SECRETARY OF STATE

TO THE SECRETARY OF STATE
OF THE STATE OF IOWA:

Pursuant to the provisions of Sections 490.1105 and 1107 of the Iowa Business Corporation Act, the undersigned corporation hereby executes and adopts the following Articles of Merger for the purpose of merging each of Midwest Resources Inc., an Iowa corporation ("Resources"), Midwest Power Systems Inc., an Iowa corporation ("Midwest Power"), and Iowa-Illinois Gas and Electric Company, an Illinois corporation ("Iowa-Illinois"), with and into MidAmerican Energy Company, an Iowa corporation ("MidAmerican"), which will be the surviving corporation. Resources, Midwest Power, Iowa-Illinois and MidAmerican are sometimes referred to individually as a "Constituent Corporation" and collectively as the "Constituent Corporations."

1. The Agreement and Plan of Merger ("Plan of Merger"), dated as of July 26, 1994, as amended and restated as of September 27, 1994, a copy of which is attached hereto as Annex A and is incorporated by reference herein, was approved by the shareholders of each of the Constituent Corporations.

2. The laws of Illinois, the state under which Iowa-Illinois is organized, permit such merger.

3. As to each Constituent Corporation, the designation, number of shares outstanding, number of shares entitled to vote and the number of votes entitled to be cast by each voting group entitled to vote separately on the Plan of Merger is as follows:

Name	Class	Outstanding	Entitled to Vote	Number of Votes
MidAmerican	Common	1,000	1,000	1,000
Resources	Common	55,630,485	55,630,485	55,630,485
Midwest Power	Common	1,000	1,000	1,000
	Preferred	2,717,789	2,717,789	917,789
	Common and Preferred, together as a class	2,718,789	2,718,789	918,789

FILED OR
JUNE 16, 1996

BK7423PG797

Iowa-Illinois	Common	29,629,377	29,629,377
	Preference	500,000	500,000
	Common and Preference, together as a class	30,129,377	30,129,377

4. As to each Constituent Corporation, the total number of votes of the shares voted for and against the Plan of Merger by each voting group entitled to vote separately on the Plan of Merger is as follows:

Name	Class	Total Votes of Shares Voted For	Total Votes of Shares Voted Against	Abstained
MidAmerican	Common	1,000	0	0
Resources	Common	37,903,490	1,600,356	691,555
Midwest Power	Common	1,000	0	0
	Preferred	564,495	4,296	9,997
	Common and Preferred, together as a class	565,495	4,296	9,997
Iowa-Illinois	Common	22,480,332	557,579	343,884
	Preference	396,250	0	6,000
	Common and Preference, together as a class	22,876,582	557,579	349,884

5. The number of votes cast for the Plan of Merger by each voting group was sufficient for approval by that voting group.

6. The Merger shall become effective on July 1, 1995 at 12:01 a.m.

MIDAMERICAN ENERGY COMPANY

Dated: June 30, 1995

By: P. J. Leighton

FILED ON JUNE 14, 1996

BK7423PG798

TITLE CERTIFICATE

IOWA TITLE COMPANY

No. 459946T1

Dated November 7, 2002 at 7:00 A.M.

Requested by **Black & Veatch - Genise Luecke**
6601 College Blvd Overland Park KS 66211
Fax Number

The undersigned hereby certifies that the following report is a correct reflection of the public records of Polk County, Iowa, and the United States District Court for the Southern District of Iowa, affecting title to the real estate legally described as follows:

See attached

the record title to which is vested in Des Moines Union Railway Company by virtue of Deed filed July 26, 1946, recorded in 2011, Page 5, and by Warranty Right of Way Deed filed April 15, 1968, recorded in Book 3029, Page 541, and by Warranty Deed filed December 29, 1964, recorded in Book 3655, Page 101, and by Warranty Deed filed December 29, 1964, recorded in Book 3655, Page 119:

Including searches for conveyances, conflicting conveyances, deeds; unreleased mortgages, modifications and extensions thereof; Uniform Commercial Code filings subsequent to January 1, 1975, claims entered in the Claimant's Book; divorce and probate proceedings, mechanics liens, attachments, suits brought and notices filed claiming distributive shares in said real estate, suits entered in the Lis Pendens Index; due, delinquent and suspended taxes, tax sales and special assessments entered on the books of the Polk County Treasurer, to date hereof.

Also including searches for unreleased federal tax liens, state tax liens; bankruptcies, judgments and transcripts of judgments from United States and County Courts against the above-named titleholder(s) for the past ten years to date, and find none except as shown. We do not certify to judgments in divorce actions entered ten years or more prior to the date hereof.

No report is made of possible liens against vendors, mortgagees or prior titleholders.

The report is made for the exclusive information and use of requestor, and no liability for errors or omissions will accrue to the benefit of any other person or corporation.

IOWA TITLE COMPANY

This report was prepared by Ramona Adkins, Abstracter.
My direct-dial telephone number is 288-3338 Ext. 402

By Ann Breeding
Ann Breeding, President

Member of the Iowa Land Title Association

Member of the American Land Title Association

District 020
Parcel 169-6-1
Address 1300 Tuttle St Des Moines IA 50309

Real Estate Taxes

Fiscal Year 2001-2002

1st Installment: $9,966.00 Paid
2nd Installment: $9,966.00 Paid

ASSESSOR VALUE:

FULL LAND: $331,890
DWELL: $127,000
TOTAL: $458,890

EASEMENTS:

1241-510, 2136-309, 3727-393,
3837-69, 3895-499, 3895-504,
3895-509, 4075-313, 4077-421,
4087-45, 4379-497

ENCLOSURES:

5283-676, 6068-229, 8478-395,
8478-405

ots 6, 7 and 9 in CENTRAL DES MOINES INDUSTRIAL PARK, an Official Plat, now ncluded in and forming a part of the City of Des Moines, Polk County, Iowa, except beginning at the Southeast corner of Lot 9; Northwest 214.96 feet; "ortheasterly 465.96 feet; East 571.06 feet; South 18.3 feet; Southwesterly 54.47 feet; Northwest 161.11 feet to the point of beginning, and except beginning 406.81 feet Northwest of the Southeast corner of Lot 9; Northwest 536.04 feet; Northeast 79.72 feet; Northeasterly 327.11 feet; East 702.13 eet; Southwesterly 584.09 feet to the point of beginning of said lot 9.

[illegible]

[illegible]

tion, having its principal place of business in the City of
Des Moines, Iowa, hereinafter referred to as the "Grantor",
in consideration of the sum of Five Thousand [illegible] ($5,000.00)
in hand paid by DES MOINES UNION RAILWAY COMPANY, an Iowa
corporation, having its principal place of business in the
City of Des Moines, Iowa, and hereinafter referred to as the
"Grantee," has sold and does hereby convey unto the Grantee the
following described real estate, to-wit:

Parcel "A" (in Section Eight, Township [illegible]
North, Range Twenty-Four [illegible]
P.M., Polk County, Iowa)

A tract of land, 50 feet wide, which lies 25 feet on either side of a center line described as follows:

Beginning at a point on the east line of said Section 8, which is 897.49 feet south of the East Quarter Corner thereof thence westerly on a line which makes an angle (measured north to west) of 85 degrees and 32 minutes, with the east line of said Section 8, a distance of 457.85 feet;

Thence northwesterly on a [illegible] degree and 30 minute curve to the right a distance of 288.68 feet;

Thence northwesterly on a tangent to the last named curve, a distance of 237.52 feet;

Thence northerly on a [illegible] degree and 7 minute curve to the right, a distance of 391.61 feet;

Thence [illegible] therly on a tangent to the last named curve, a [illegible] ance of 14.02 feet; thence northeasterly [illegible] 3°36' curve to the right a distance of 257.07 feet;

Thence northeasterly on a tangent to the last named curve a [illegible] tance of 17[illegible] feet;

Thence [illegible] orthea terly on a [illegible] degree [illegible] curve to [illegible] a distance of 25[illegible] feet [illegible] the so[illegible] property line of the Dulu[illegible] strips, Inc., [illegible] ch point of intersection is [illegible] westerly from the [illegible] corner of said Dulu[illegible] strips Company [illegible] property.

[illegible]

Book [illegible]
POLK COUNTY, IOWA
FILED FOR RECORD
JUL 26 1946
JUNE HAMMOND, Recorder

Parcel [illegible] (in Section [illegible] ight (8), Township Seventy-eight (78) North, Range Twenty-four (24) West of the 5th P.M., Polk County, Iowa, lying west of the [illegible] tries, Inc., property and northerly from Parcel A.)

Commencing at a point on the southerly projection of the center of the 16th Street, which point is 159.9 feet south of the south line of Wabash Street;

Thence west at right angles 829.55 feet to the point of beginning.

The point of beginning is also the S.W. corner of land owned by the Dairy Industries, Inc.;

Thence turning an interior angle of 59°49' (measured east to northeast) and proceeding on a 4°42' curve to the left, a distance of 200 feet;

Thence northwesterly on a radius of the above curve, a distance of 25 feet;

Thence southwesterly parallel to and 25 feet distant from the 4°42' curve before mentioned, a distance of 260 feet more or less to intersect the northwesterly boundary of the tract heretofore described as Parcel A.

Thence northeasterly along the north line of Parcel A to the south line of the Dairy Industries, Inc.

Thence westerly to place of beginning.

Parcel G (in Government Lot 5, in Section 9, Township 78 North, Range Twenty-four (24) West of the 5th P.M., Polk County, Iowa.)

A tract of land 50 feet wide, which lies 25 feet on each side of a center line described as follows:

Beginning at a point on the west line of said Section 9 - which is 897.9 feet south of the west quarter corner thereof;

Thence easterly on a line which makes an angle (measured north to east) of 94°29' with the west line of said Section 9, a distance of 801.47 feet.

Thence northeasterly on an eleven degree and 56 minute curve to the left, a distance of 419.6 feet to the west line of the present right of way of the Des Moines Union Railway Company.

Said point of intersection is 25 feet west of the east line of Lot 855 Factory Addition, and 606.[illegible] feet south of the east and west center line of said Section 9.

[illegible] Thence continuing northeasterly along said [illegible] degree and 6 minute curve, a distance of 85 feet more or less to the end of said curve.

[illegible] the preceding [illegible] less [illegible] point [illegible] west line of [illegible] factory addition excepting from the above [illegible] all lands already owned by the Des Moines Union [illegible] Company.

Subject to an easement for a water main heretofore granted to the Board of Water Works Trustees of the City of Des Moines, Iowa, as the same appears of record.

Grantor warrants that it holds the above described premises by good title, that it has good right and lawful authority to sell and convey the same, and that said premises are free from all liens and encumbrances whatsoever, excepting [illegible] easement; and Grantor covenants and warrants to [illegible] to the same against the lawful claims of all persons [illegible]

By the acceptance of this conveyance the Grantee [illegible] assigns and successors in title and in interest, obligates itself so long as it shall operate locomotives or cars thereon, to maintain at or above the present elevation thereof, the portion of the dike now located on the lands hereby conveyed, from a point approximately five hundred fifty-eight (558) feet west of the east line of Section Eight (8), Township Seventy-eight (78), Range Twenty-four (24) West of the 5th P.M., Polk County, Iowa, to a point approximately Twenty-one hundred (2100) feet northwesterly thereof, where it is contemplated Grantee's track will leave said dike; it being the understanding and agreement of and between Grantor and Grantee that Grantee shall maintain said dike, as herein provided, at all points where said track is located thereon. In the event the Grantee, its assigns or successors in interest, shall wholly abandon and remove the track from the right of way herein conveyed, or shall, [illegible] period of three (3) years, abandon operation of trains, locomotives or cars upon said track and not maintain said portion of said dike, then the title of Grantee shall terminate and [illegible]

herein described shall revert to the Grantor, its assigns or successors in interest: and in such event, Grantee, or its then successor in interest, shall, upon the request of Grantor or its then successor in interest, execute and deliver to Grantor, or its then successor in interest, for the consideration of One Dollar ($1.00) a quit-claim deed to said property.

This deed is given pursuant to Paragraph 2 of a certain written Agreement between Grantor and Grantee bearing even date herewith.

Dated this 24th day of July, 1946.

DES MOINES TERMINAL COMPANY

By James W. Lubbee
President

STATE OF IOWA :
: SS.
COUNTY OF POLK :

Personally appeared before me this 24th day of July, 1946, James W. Lubbee and F. A. Thompson, to me personally known, and who, being by me first duly sworn, on oath did say, respectively, that they are the President and Secretary of Des Moines Terminal Company; that they executed the foregoing instrument in the name and on behalf of Des Moines Terminal Company by the authority of the Board of Directors thereof; and as the voluntary act and deed of Des Moines Terminal Company and their voluntary act and deed. That the seal affixed to said instrument is the corporate seal of Des Moines Terminal Company.

J. M. Martin
NOTARY PUBLIC, IN AND FOR POLK COUNTY, IOWA.

WARRANTY RIGHT-OF-WAY DEED

KNOW ALL MEN BY THESE PRESENTS:

That DICO CORPORATION, of Polk County, State of Iowa, a Corporation organized and existing under the laws of the State of Iowa, in consideration of the sum of One Dollar ($1.00) and other valuable consideration, in hand paid by DES MOINES UNION RAILWAY COMPANY, of Polk County, State of Iowa, a Corporation organized and existing under the laws of the State of Iowa, does hereby sell and convey unto the said Des Moines Union Railway Company the right-of-way over the following described parcel of land situated in the NE¼ of Section 8, Township 78 North, Range 24 West, Polk County, Iowa, described as follows:

> Starting at a point on the South line of Wabash Avenue and the center line of Sixteenth Street in City Plat of Des Moines, Iowa; thence South on a prolongation of Sixteenth Street 459.9 feet to a point of beginning; thence Westerly at right angles along a straight line a distance of 589.21 feet, more or less, to the beginning of a curve of radius of 482.8 feet, concave to the left; thence Southwest along said curve being the East right of way line of the Des Moines Union Railway Company, 191.0 feet, more or less, to a point of intersection of a curve of radius 401.48 feet concave to left; thence Northwesterly along said curve concave to the right a distance of 231.5 feet to the end of said curve; thence Easterly along a straight line parallel to and 16 feet South of before described straight line a distance of 604.74 feet, more or less; thence Northerly at right angles 16 feet to the point of beginning containing 11,036 square feet, more or less.

Said Dico Corporation does by covenant with said Des Moines Union Railway Company that it holds said premises by good and perfect title, that said Dico Corporation has good right and lawful authority to sell and convey the said premises.

Filed for record indexed and entered on the County Auditor's Record this ... day of ... at ... o'clock ... Recorded in Book ...

are free and clear of all liens and encumbrances whatsoever, and said Dico Corporation hereby covenants to warrant and defend said premises against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, said corporation has caused these presents to be signed this 27th day of December, 1957.

DICO CORPORATION

By _____ President

By _____ Secretary

STATE OF IOWA)
) ss:
COUNTY OF POLK)

On this 27th day of December, 1957, before me, a Notary Public, in and for said County, personally appeared F. A. DePuydt and R. N. Young, to me personally known, who being by me duly sworn did say that they are the President and Secretary, respectively, of said DICO CORPORATION, a Corporation; that no seal has been procured by the said Corporation and that said instrument was signed on behalf of said corporation by authority of its Board of Directors; and they acknowledged the execution of said instrument to be the voluntary act and deed of said corporation, by it voluntarily executed.

Paul H. Burkett
Notary Public in and for Polk County, Iowa

FORM APPROVED
Nelson

IOWA STATE BAR ASSOCIATION
OFFICIAL FORM No. 1

WARRANTY DEED
(CORPORATE)

~~Know All Men by These Presents:~~

That Des Moines Terminal Company

having its principal place of business at Des Moines in Polk

County and State of Iowa, a corporation organized and existing under the

laws of Iowa, in consideration of the sum of One Dollar and other good and valuable consideration

in hand paid does hereby CONVEY unto Des Moines Union Railway Company, a corporation,

A parcel of land in Government Lot 5 in the Southwest Quarter (SW¼) of Section 9, Township 78 North, Range 24, West of the 5th P. M., Polk County, Iowa, described as:

That portion of the East 25 feet of said Government Lot 5 lying south of a line which is 1120 feet south of and parallel to the north line of said Government Lot 5, it being grantor's intention to convey hereby to grantee any and all of said East 25 feet of said Government Lot 5 not heretofore conveyed by grantor to grantee by warranty deed dated January 15, 1942, and recorded in Book 1648 at Page 484.

(subject to easements of record, if any.)

Entered on the County Auditor's books and for transfer on this 28 day of December, 1964
My fee — [illegible]
W. F. McCULLOCH, County Auditor

Book No. 85661
POLK COUNTY, IOWA
FILED FOR RECORD
AT 2:00 P.M. DEC 29 1964
WILLIAM MALEY, RECORDER
by [illegible]

And said Corporation hereby covenants with said grantee, and successors in interest, that it holds said real estate by title in fee simple; that it has good and lawful authority to sell and convey the same; that said premises are free and clear of all liens and incumbrances except as may be above stated; and it covenants to Warrant and Defend the said premises against the lawful claims of all persons whomsoever, 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.

IN WITNESS WHEREOF said corporation has caused this instrument to be duly executed this 28th day of December, 1964

DES MOINES TERMINAL COMPANY

By James H. Windsor President
James H. Windsor Title

Filed for record indexed and delivered to County Auditor this 29 day of Dec 1964 at 2 o'clock P.M.

By H. S. Ruemper Asst Secretary
H. S. Ruemper Title

STATE OF IOWA, Recorder's and Auditor's fees $9.00 paid

COUNTY OF POLK

Deputy Recorder

On this 28th day of December A.D. 1964, before me, the undersigned, a Notary Public in and for said County, in said State, personally appeared James H. Windsor and H. S. Ruemper, to me personally known, who, being by me duly sworn, did say that they are the President and Assistant Secretary respectively, of said corporation; that (no seal has been procured by the said) corporation; that said instrument (the seal affixed thereto is the seal of said) corporation; that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors; and that the said James H. Windsor and H. S. Ruemper as such officers acknowledged the execution of said instrument to be the voluntary act and deed of said corporation, by them voluntarily executed.

H. W. Hitchcock Notary Public in and for said County.

Rec'd 12-30-64

Filed for record indexed and delivered to County Auditor this 29 day of Dec 1964 at 8:30 o'clock A.M. Recorder's and Auditor's fee $5.50 paid.

Deputy Recorder

Inst. No. 85650

POLK COUNTY, IOWA
FILED FOR RECORD
DEC 29 1964
IRENE H. MALEY, RECORDER

WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS:

That DES MOINES TERMINAL COMPANY, having its principal place of business at Des Moines, in Polk County and State of Iowa, a corporation organized and existing under the laws of Iowa, in consideration of the sum of One Dollar and other good and valuable consideration in hand paid does hereby convey unto DES MOINES UNION RAILWAY COMPANY, a corporation organized and existing under the laws of Iowa, the following described real estate situated in Polk County, Iowa, to-wit:

Parcel a.

A tract of land in Section 8, Township 78 North, Range 24, West of the 5th P.M., Polk County, Iowa, being that part of the East 580 feet of said Section 8 lying South of the South right-of-way line of the Minneapolis and St. Louis Railway Company (now Chicago and Northwestern Railway Company) and lying North of the Raccoon River, excepting from said tract the following:

(1) except beginning at a point 1335 feet north and 276 feet west of the East Quarter (1/4) corner of said Section 8; thence North, parallel to the East line of said Section 8, 210 feet more or less to intersect a line which is 66 feet South of and parallel to the South line of said Railway right-of-way; thence northwesterly along a line which is 66 feet South of and parallel to said Railway right-of-way (said line being the South line of vacated Railroad Street), to the point of intersection with a line which is 5 feet West of and parallel to the East line of Southwest 16th Street; thence South, parallel to the East line of Southwest 16th Street, to the South line of Wabash Street; thence East 5 feet; thence North 60 feet; thence East 300 feet to the place of beginning;

(2) except the portion of said tract of land included in the real estate conveyed by Des Moines Terminal Company to Des Moines Union Railway Company by deed dated July 24, 1946, and recorded in Book 2011 at Pages 5 - 8.

Parcel b.

Government Lot 5 in the Southwest Quarter (SW 1/4) of Section 9, Township 78 North, Range 24, West of the 5th P.M., Polk County, Iowa, except the East 25 feet thereof, and except the portion of said Government Lot 5 included in the real estate conveyed by Des Moines Terminal Company to Des Moines Union Railway Company by deed dated July 24, 1946, and recorded in Book 2011 at Pages 5 - 8.

Parcel c.

Lot 5 of the official plat of the Northwest Quarter (NW 1/4) of Section 9, Township 78 North, Range 24, West of the 5th P.M., Polk County, Iowa.

State of Iowa, Polk County
Entered upon transfer books and for taxation this 30 day of Dec 19 64
My fee paid by recorder
W. E. McCULLOCH, County Auditor

BOOK 3655 PAGE 415

Parcel d.

Lot 6 of the Official Plat of the Northwest Quarter (NW 1/4) of Section 9, Township 78 North, Range 24, West of the 5th P.M., Polk County, Iowa, excepting therefrom the following:

(1) except beginning at a point on the North line of said Lot 6, which point is 15 feet West of the Northeast corner of said Lot 6; thence South along a line 15 feet West of and parallel to the East line of said Lot 6, a distance of 630 feet; thence West 10 feet; thence South 63.9 feet; thence South 81° 56' West, [illegible] feet to intersect a line which is 735 feet West of, and parallel to the East line of said Lot 6; thence North, parallel to the East line of said Lot 6, to intersect the North line of said Lot 6 (said North line being the South right-of-way line of said Minneapolis and St. Louis Railway Company, now Chicago and Northwestern Railway Company); thence Easterly, along said North line of said Lot 6, to the point of beginning;

(2) except that part of the East 25 feet of said Lot 6 lying South of a line which is 630 feet South of and parallel to the North line of said Lot 6;

(3) except the North 630 feet of the East 15 feet of said Lot 6.

Subject to the following leases:

1. Lease dated December 19, 1963, between Grantor as lessor and Gibbs-Cook Equipment Company as lessee, for a term expiring January 1, 1969;

2. Lease dated January 3, 1963, between Grantor as lessor and Dico Company as lessee, for a term expiring January 1, 1968;

3. Lease dated June 15, 1964, between Grantor as lessor and Everett Harris as lessee, for a term expiring July 1, 1965;

Subject to the following easements granted by Grantor to Iowa Power and Light Company:

1. Easement dated October 17, 1962, for gas pipe line;

2. Easement dated August 15, 1947, for electric supply line and poles (recorded Book 2136 page 309);

3. Easement dated January 3, 1957, for electric supply line and poles;

4. Easement dated May 7, 1956, for electric supply line and poles;

5. Easement acknowledged May 28, 1952, for electric supply line and poles;

Easement acknowledged March 4, 1951, for electric supply line and poles;

and subject to

Easement granted by Grantor to City of Des Moines, Iowa, and Board of Water Works Trustees of City of Des Moines, dated September 17, 1934, for 30" cast iron water main, (recorded in Book 1241 at page 510);

and

Easement in favor of City of Des Moines for sewer, secured by condemnation proceedings in 1930 (recorded in Book 1105 at page 79).

And said DES MOINES TERMINAL COMPANY, Grantor, hereby covenants with said Grantee, and successors in interest, that it holds said real estate by title in fee simple; that it has good and lawful authority to sell and convey the same; that said premises are free and clear of all liens and incumbrances whatsoever, except as may be above stated; and it covenants to warrant and defend the said premises against the lawful claims of all persons whomsoever, except as may be above stated.

IN WITNESS WHEREOF said corporation has caused this instrument to be duly executed this 20th day of November, 1964.

DES MOINES TERMINAL COMPANY

By James H. Windsor President
James H. Windsor

By R. S. Ruemper Asst. Secretary
R. S. Ruemper

STATE OF IOWA)
) SS:
COUNTY OF POLK)

On this 20th day of November, A.D., 1964, before me, the undersigned, a Notary Public in and for said County, in said State, personally appeared JAMES H. WINDSOR and R. S. RUEMPER, to me personally known, who, being by me duly sworn, did say that they are the President and Assistant Secretary, respectively, of said corporation; that the seal affixed to said instrument is the seal of said corporation; that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors; and that the said JAMES H. WINDSOR and R. S. RUEMPER, as such officers, acknowledged the execution of said instrument to be the voluntary act and deed of said corporation, by it voluntarily executed.

H. W. Hiscocks, Notary Public in and for said County.

37284

EASEMENT.

KNOW ALL MEN BY THESE PRESENTS:

That Des Moines Terminal Company, a corporation organized under the laws of the State of Iowa, with its principal place of business in the City of Des Moines, Iowa, and being the owner of Lots Five (5) and Six (6) of the Official Plat of the North West Quarter (NW¼) of Section Nine (9), and of Government Lot Two (2) in the North East Quarter (NE¼) of Section Eight (8), all in Township Seventy-eight (78) North, Range Twenty-four (24), West of the Fifth Principal Meridian, and situated in the City of Des Moines, Polk County, Iowa, in consideration of One Thousand Dollars ($1000.00), in hand paid by the City of Des Moines, Iowa, Board of Water Works Trustees of the City of Des Moines, Iowa, do hereby bargain, sell, grant, transfer and convey unto the said City of Des Moines, Iowa, Board of Water Works Trustees of the City of Des Moines, Iowa, their successors and assigns, hereinafter called Licensees, a perpetual right, license and easement in and to a strip of ground Fifteen (15) feet in width over and across Lots Five (5) and Six (6), Official Plat of the North West Quarter (NW¼) of Section Nine (9), and over and across Government Lot Two (2) in the North East Quarter (NE¼) of Section Eight (8), all in Township Seventy-eight (78) North, Range Twenty-four (24), West of the Fifth P. M., situated in the City of Des Moines, Polk County, Iowa, one-half of said strip of ground being on either side of a line over and across said tracts of land specifically located and described as follows:

> Beginning at a point on the East line of said Lot Six (6) Five Hundred Eighty-seven & 2/10 (587.2) feet North of the South East corner thereof; thence Southwesterly at an angle of Eighty-one degrees Thirty minutes (81° 30') with the East line of said Lot Six (6) Seven Hundred Thirty (730) feet; thence to the right at an angle of Eight degrees Thirty-seven minutes (8° 37') a distance of Six Hundred (600) feet to the section line between said Sections Eight (8) and Nine (9), and intersecting said section line Four Hundred Seventy-two (472) feet North of the quarter section corner; thence on the same line in Government Lot Two (2) of the North East Quarter (NE¼) of said Section Eight (8) Eighteen Hundred Sixteen (1816) feet; thence to the left at an angle of Twenty-two degrees Thirty minutes (22° 30') to the East bank of the Raccoon River; also a strip of ground Fifteen (15) feet in width in said Government Lot Two (2) in the North East Quarter (NE¼) of said Section Eight (8), one-half (1/2) thereof being on either side of a line described as follows: Beginning at a point in the line above described Sixteen (16) feet East of the point therein Eighteen Hundred Sixteen (1816) feet West of the section line between said Sections Eight (8) and Nine (9); thence North at right angles to said line to the East bank of the Raccoon River;

with the perpetual right on the part of said Licensees, their successors and assigns, to establish, install, construct, reconstruct, maintain and use in each of said strips of ground, as a part of the Water Works system of the City of Des Moines, Iowa, a Thirty (30) inch cast iron water pipe for the transmission of water for domestic and public use and for fire protection, said water pipesto be laid longitudinally in said strips of ground, and in the center thereof, and with the perpetual right on the part of said Licensees, their successors and assigns, to go upon said strips of ground and make such excavations therein, and do such acts therein and thereon, as may be deemed reasonably necessary or desirable, and at such times and in such places as said Licensees, their successors and assigns, may elect, for the purpose of

installation, construction, reconstruction, repairing, maintaining, protecting and using of said water pipes, or for removal of same.

The Grantor, its successors and assigns, shall place no structures of any kind upon said strips of ground at any time, but shall have the right to pass over the same and to so use same as not to interfere with or obstruct the Licensees, their successors and assigns, in the construction, reconstruction, maintaining, repairing, protecting and using of said water pipes for the purposes aforesaid, provided, however, the Grantor, its successors and assigns, reserves the right to locate, maintain, operate and use railroad tracks across said strips of ground at such places as they may elect, but no railroad track shall be laid longitudinally on said strips of ground at any place.

In the event railroad tracks are so located and maintained over and across said strips of ground, the Licensees will, before making any excavation in the immediate vicinity of such tracks for purposes of repair, reconstruction, or otherwise, except in cases of emergency, give the owner of such tracks five (5) days' notice of intention so to do, and will protect such tracks from injury or damage in such reasonable manner as the owner thereof may require.

In constructing, reconstructing, maintaining, protecting and repairing said water pipes, the said Licensees shall have the right to deposit earth and materials, [illegible] upon the adjoining premises at such places thereon as are unoccupied at the time, and where same will not interfere with or inconvenience the Grantor, its successors or assigns, but such use shall be temporary only, and all earth and materials deposited on adjoining premises at any time shall be removed therefrom as soon as possible, and at [illegible] demand or notice so to do.

In installing the said water pipes under railroad track located or dike in violation of the Des Moines River, a ditch shall be excavated and the [illegible] water in and [illegible] to protect same from damage. After the said water pipes are in place beneath said railroad track, the said ditch shall be filled back and the dike and said [illegible] in such manner as to provide firm support to the said railroad track, and the dike restored [illegible] as nearly as possible [illegible] the approval of the [illegible] Licensee agree that they will maintain said dike in good repair within the limits of the easement herein granted, and will protect same from [illegible] in times of high water of the Des Moines River.

In the event the Licensees shall at any time [illegible] remove the said water pipes from said strip of ground, or [illegible] same, or any part thereof, for the purposes for which said [illegible] said license and easement is granted, then and in such event said license and easement shall thereupon terminate as to the portion or portions of said strips of ground from which the said water pipes have been permanently removed or which the Licensees have permanently ceased to use for the purposes aforesaid.

The said Des Moines Terminal Company covenants with the said City of Des Moines, Iowa, and Board of Water Works Trustees of the City of Des Moines, Iowa, that it holds said premises by good and perfect title; that it has good right and lawful authority to grant the foregoing easement and license; that the said premises are free and clear from all liens and encumbrances whatsoever, and Des Moines Terminal Company covenants to warrant and defend said premises and said easement against the lawful claims of all persons whomsoever.

Signed this 11 day of September, A. D. 1934.

DES MOINES TERMINAL COMPANY,

By [signature] President

[signature] Secretary

STATE OF IOWA, POLK COUNTY; SS:

On this 17th day of September, A. D. 1934, before me, a Notary Public in and for said County, personally appeared Frederick C. Rubbell and F. O. Thompson, to me personally known, who, being by me duly sworn, did say that they are President and Secretary respectively of Des Moines Terminal Company, a corporation; that the seal affixed to the foregoing instrument is the seal of said corporation, and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and the said Frederick C. Rubbell and F. O. Thompson acknowledge the execution of said instrument to be the voluntary act and deed of said Des Moines Terminal Company, by it voluntarily executed.

WITNESS my hand and official seal on the date last above written.

Notary Public in and for Polk County, Iowa.

EASEMENT

72244

KNOW ALL MEN BY THESE PRESENTS:

That for and in consideration of the sum of One Thousand Fifty and 00/100---------- Dollars ($ 1,050.00) in hand paid by the Iowa Power and Light Company, a corporation, receipt of which is hereby acknowledged, and of its agreements as hereinafter set forth, the undersigned, Des Moines Terminal Company and Trustees of the Frederick M. Hubbell Estate, do hereby grant unto the said Iowa Power and Light Company, its successors and assigns, the right to construct, maintain and operate an electrical supply line, and the poles and other necessary equipment, upon, over, along and across certain real estate described below, together with the right to enter upon the said real estate for the purpose of constructing, maintaining or removing said line, and the right to trim or remove, with reasonable care, such trees as may interfere with the proper maintenance or operation thereof.

The route of the said electrical supply line to be located as shown in red on the two blueprints marked Exhibit "A" and Exhibit "B" attached hereto and by this reference made a part hereof, across real estate described as the Northwest Quarter (NW¼) of Section Nine (9), and the North Half (N½) of the Northeast Quarter (NE¼) of Section Eight (8), all located in Township Seventy-eight (78) North, Range Twenty-four (24), West of the Fifth P.M., in the City of Des Moines, Iowa, and Lots No. Eleven (11), Seventy-six (76) and Seventy-nine (79) in Factory Addition, an Official Plat, now included in and forming a part of the City of Des Moines, Iowa, and also the vacated part of Murphy Street lying north of said Lot Seventy-six (76) and the vacated part of Southwest Eleventh Street lying west of said Lot Seventy-six (76).

In consideration of such grant, Iowa Power and Light Company further agrees that it will repair or pay for any damage which may be caused to crops, fences or other property of any of the undersigned by the construction, maintenance, operation or removal of said line, and protect and save harmless the Des Moines Terminal Company and the Trustees of the Frederick M. Hubbell Estate, and their tenants, from any and all liability by reason of the construction, maintenance and operation of said supply line, poles, [illegible], and to be liable for any damage or injury to person or property of the undersigned or any other person, firm or corporation by reason thereof, and further agrees that upon abandonment of said transmission line, all the rights and easement herein granted shall [illegible] and terminate, and upon the termination of this easement, [illegible] at its own expense without undue delay said transmission [illegible] the poles or other necessary equipment maintained in [illegible] therewith, from said premises.

In the event that the Des Moines Terminal Company [illegible] tees of the Frederick M. Hubbell Estate or any of [illegible] as herein mentioned shall at any time by reason of [illegible] of improvement contemplated, deem a relocation of the [illegible] any part thereof necessary, then and in such event, [illegible] and Light Company further agrees that it will so relocate [illegible] line at its own expense, as and when requested, and if [illegible] ment or improvement is of such a nature as to render [illegible]

to relocate said power line overhead, then and in such cases the Iowa Power and Light Company agrees to relocate said power line or such part thereof as may be necessary underground.

The Iowa Power and Light Company agrees that said power line shall be constructed with sufficient clearance to avoid interference with any ordinary uses of the land over which the same is to be located, and shall comply with all safety requirements of railroads, telephone and telegraph companies, city ordinances, etc.

And Pittsburgh-Des Moines Steel Company, Des Moines Steel Company and Chicago, Great Western Railway Company, tenants, join herein for the purpose of consenting to this easement and to bind any right or interest that they may have in and to the property covered by said easement.

This easement and agreement shall be binding upon the parties hereto, their heirs, administrators, executors, successors and assigns.

Dated this 15th day of August, 1947.

TRUSTEES OF THE FREDERICK M. HUBBELL ESTATE

By Grover W. Hubbell
Trustee

By Frederick W. Hubbell
Trustee

By James W. Hubbell
Trustee

DES MOINES TERMINAL COMPANY

By James W. Hubbell
President

By F. C. Thompson
Secretary & Treasurer

IOWA POWER AND LIGHT COMPANY

By E. H. Lee
President

By E. R. Slade
Assistant Secretary

PITTSBURGH-DES MOINES STEEL COMPANY

By _____
President Member of Firm

By _____
Secretary

DES MOINES STEEL COMPANY

By _____
President

By _____
Secretary

CHICAGO, GREAT WESTERN RAILWAY COMPANY

By _____
President

By _____
Secretary

STATE OF IOWA :
: SS.
COUNTY OF POLK :

On this 15th day of August, 1947, before me a Notary Public in and for Polk County, Iowa, personally appeared _____, _____ and _____, Trustees of the Frederick [illegible] Hubbell Estate, and acknowledged that they executed the foregoing [illegible] their voluntary act and deed as Trustees of the [illegible] Hubbell Estate.

_____
Notary Public in and for Polk County.

STATE OF IOWA :
: SS.
COUNTY OF POLK :

On this 15th day of August, 1947, before me a Notary Public in and for Polk County, Iowa, personally appeared _____ and _____ to me personally known, who being by me duly sworn did [illegible] they are respectively _____ and _____

of said Des Moines Terminal Company and that the seal affixed to said instrument is the seal of said Des Moines Terminal Company, and that said instrument was signed and sealed in behalf of said Des Moines Terminal Company by authority of its Board of Directors and said Henry H. Tidwell and R. O. Thompson acknowledged the execution of said instrument to be the voluntary act and deed of said corporation by it voluntarily executed.

Henry H. Tiscocks
Notary Public in and for Polk County.

STATE OF IOWA :
: SS.
COUNTY OF POLK :

On this 20th day of ~~August~~ October, 1947, before me a Notary Public in and for Polk County, Iowa, personally appeared C. A. Leland and L. E. Slade, to me personally known, who being by me duly sworn did say, that they are respectively the President and Assistant Secretary of said Iowa Power and Light Company and that the seal affixed to said instrument is the seal of said Iowa Power and Light Company, and that said instrument was signed and sealed in behalf of said Iowa Power and Light Company by authority of its Board of Directors and said C. A. Leland and L. E. Slade acknowledge the execution of said instrument to be the voluntary act and deed of said corporation by it voluntarily executed.

Oscar T. Olson
Notary Public in and for Polk County.

STATE OF IOWA :

STATE OF PENNSYLVANIA :
: SS
COUNTY OF ALLEGHENY :

On this 19th of August, 1947, before me, a Notary Public in and for Allegheny County, Pennsylvania, personally appeared John E. Jackson, to me personally known, who being by me duly sworn, did say that he is a member of the firm of Pittsburgh-Des Moines Steel Company, a limited partnership, and that he signed the within instrument in behalf of the said Pittsburgh-Des Moines Steel Company and he acknowledged the execution of said instrument to be his voluntary act and deed.

Arner T. Weller
Notary Public in and for Allegheny County
ARNER T. WELLER, Notary Public
My Commission Expires
Jan. 7, 1951

STATE OF IOWA :
: SS.
COUNTY OF POLK :

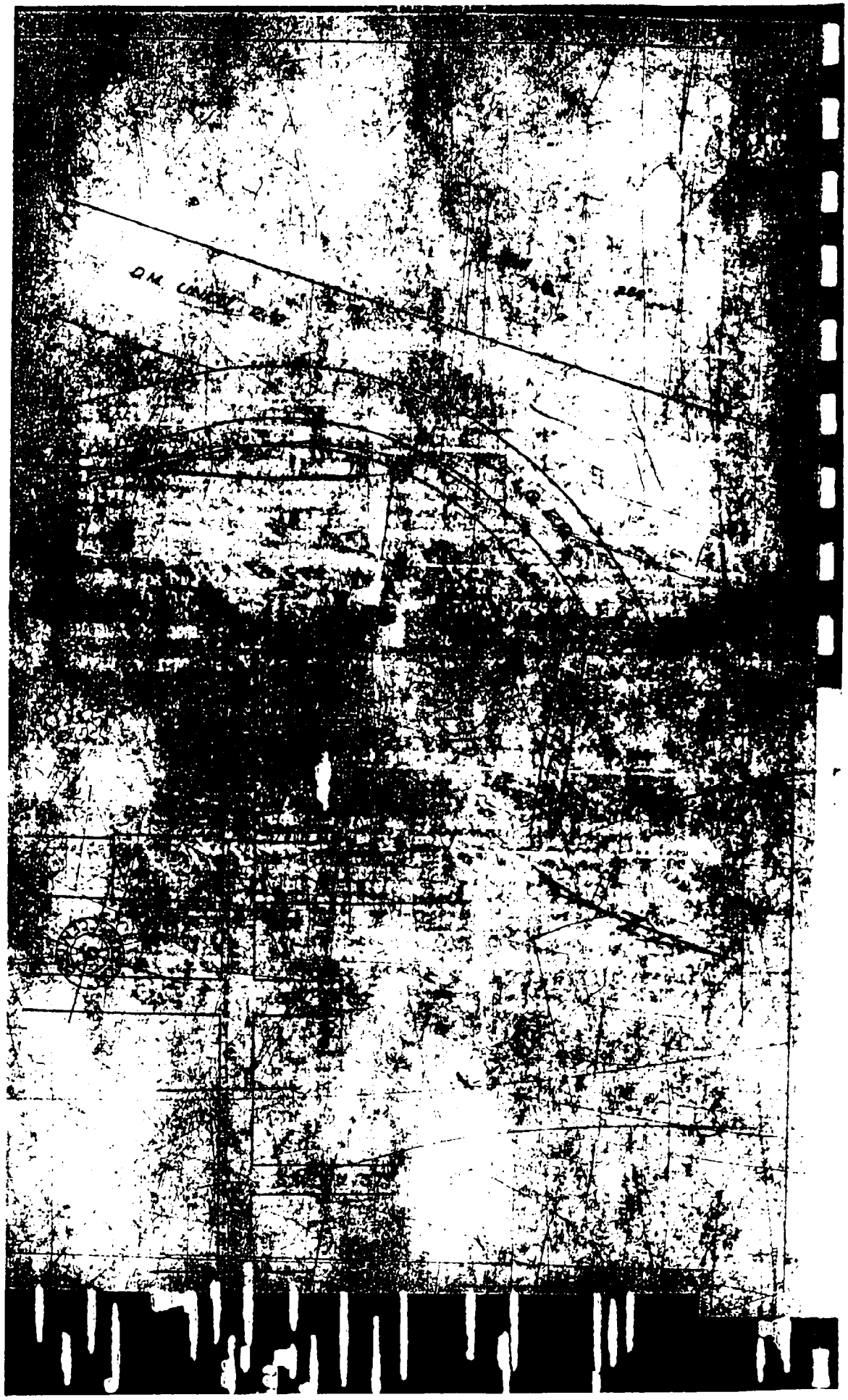
On this 18th day of August, 1947, before me a Notary Public in and for Polk County, Iowa, personally appeared _____ and _____, to me personally known, who being by me duly sworn did say, that they are respectively the President and Secretary of said Des Moines Steel Company and that the seal affixed to said instrument is the seal of said Des Moines Steel Company, and that said instrument was signed and sealed in behalf of said Des Moines Steel Company by authority of its Board of Directors and said _____ and _____ acknowledged the execution of said instrument to be the voluntary act and deed of said corporation by it voluntarily executed.

_____
Notary Public in and for Polk County.

STATE OF ILL. :
: SS.
COUNTY OF COOK :

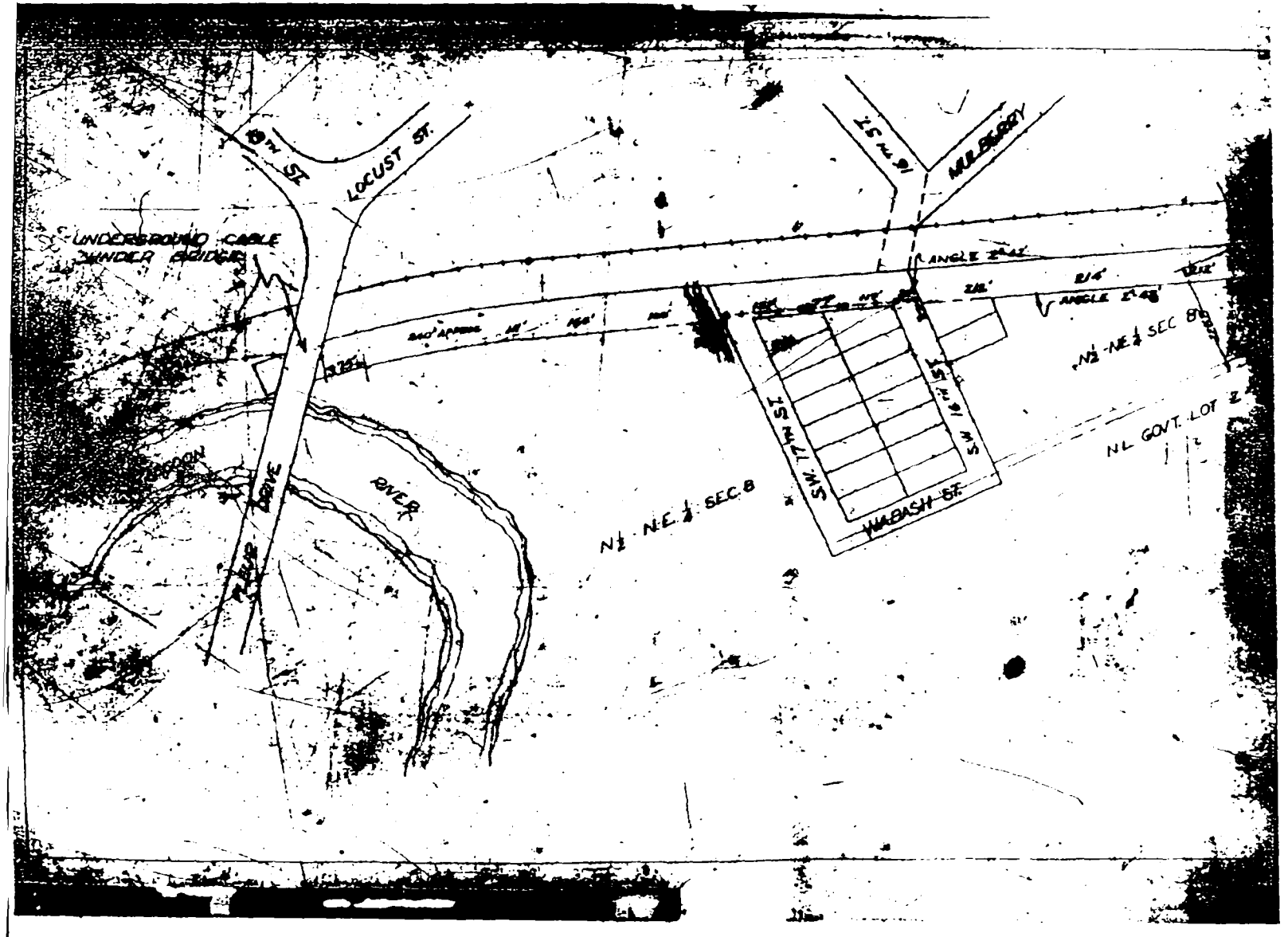
On this 25th day of Sept., 1947, before me a Notary Public in and for Cook County, Ill., personally appeared _____ and _____ to me personally known, who being by me duly sworn did say, that they are respectively the President and _____ of said Chicago, Great Western Railway Company and that the seal affixed to said instrument is the seal of said Chicago, Great Western Railway Company, and that said instrument was signed and sealed in behalf of said Chicago, Great Western Railway Company by authority of its Board of Directors and said _____ and _____ acknowledged the execution of said instrument to be the voluntary act and deed of said corporation by it voluntarily executed.

_____
Notary Public in and for Cook County.



S.W. 7th ST
S.W. 6th ST
S.W. 5th ST
C.G.W. R.R.
LOT 10
PART OF LOT 11 FACTORY ADD
RIVERSIDE PARK
S.W. 2nd ST
ELM ST

DM UNION RAILWAY
SW 11TH ST.
BUTTE ST


LOCUST ST.
MULBERRY
UNDERGROUND CABLE
UNDER BRIDGE
ANGLE
ANGLE
N½ NE¼ SEC 8
N.L. GOVT. LOT 2
N½ N.E.¼ SEC 8
SW 17TH ST
SW 16TH ST
WABASH ST.
RIVER

[illegible] the City of Des Moines, Iowa, the [illegible] hereto [illegible] will grant and convey to the City of Des Moines, in the County of Polk and State of Iowa, a perpetual easement and right-of-way under, through and across [illegible]

TRACT 5

A tract of land, twenty-five (25) feet in width centered on a line in Lot 85, Factory Addition to the City of Des Moines, said center line being described as follows: Commencing at a point on the west line of said Lot 85, said west line having an assumed true bearing of South 0° 12' East, with all subsequent bearings reference therefrom, a distance of one thousand two hundred forty-eight and seven [illegible] hundredths (1,248.72) feet south of the line between the center and east quarter corner of Section 9, Township 78 North, Range 24 West of the 5th P. M.; thence South 67° 52' East, a distance of one hundred eight and eleven hundredths (108.11) feet to a point on the east line of said Lot 85, a distance of one thousand two hundred eighty-nine and eight tenths (1,289.8) feet south of the line between the center and west quarter corner of said Section 9.

TRACT 6

A tract of land, twenty-five (25) feet in width, centered on a line in the East Twenty-Five (25) feet of Government Lot 5 in the SW¼, Section 9, Township 78 North, Range 24 West of the 5th P. M.; said centerline being described as follows: Commencing at a point on the east line of said Government Lot 5, with said east line having an assumed true bearing of South 0° 12' East, with all subsequent bearings referenced therefrom, a distance of one thousand two hundred forty-eight and seventy two hundredths (1,248.72) feet south of a line between the center and west quarter corner of said Section 9; thence north 67° 52' West, a distance of twenty-seven and three hundredths (27.03) feet to the west line of said East twenty-five (25) feet of Government Lot 5 at a point one thousand two hundred thirty-eight and forty-five hundredths (1,238.45) feet south of the line between the center and west quarter corner of said Section 9.

TRACT 7

A tract of land, twenty-five (25) feet in width; centered on a line in Government Lot 5, except the East Twenty-five (25) feet thereof, in the SW¼, Section 9, Township 78 north, Range 24 West of the 5th P. M.; commencing on the west line of said East twenty-five (25) feet of said Government Lot 5 with an assumed true bearing of South 0°12' East, with all subsequent bearings referenced therefrom, at a point one thousand two hundred thirty-eight and forty-five hundredths (1,238.45) feet south of the line between the center and west quarter corner of said Section 9; thence North 67°52' West, a distance of three hundred seventy-three and seventy-two hundredths (373.72) feet; thence north 84° 19' West, a distance of five hundred forty-one and seven tenths (541.7) feet; thence North 82°12' West, a distance of four hundred eleven and four tenths (411.4) feet; thence North 87°36' West, a distance of thirteen and seven tenths (13.7) feet to the west line of said Government Lot 5 at a point three hundred fifty (350) feet south of the stone on the west line of said Section 9 marking the center of South Street in the now vacated plat of City Place Addition to the City of Des Moines, Iowa.

TRACT 8.

A tract of land, twenty-five (25) feet in width, in Government Lot 1 in the SW¼, Section 8, Township 78 North, Range 24 West of the 5th P. M., centered on a line parallel to and five hundred sixty-two and five tenths (562.5) feet west of the east line of said Government Lot 1 and the east line of said Section 8, with an assumed true bearing of South 0°00' East and all subsequent bearings referenced therefrom, beginning on the north line of said Government Lot 1 at a point five hundred sixty-two and five tenths (562.5) feet west of the East Quarter corner of said Section 8, thence South 0°00' East, a distance of eight hundred forty-two and two tenths (842.2) feet; thence South 1° 50' East, a distance of one hundred thirty-four and four tenths (134.4) feet to an angle point; thence South 87°34' East, a distance of five hundred fifty-eight and two tenths (558.2) feet to the east line of said Government Lot 1 at a point three hundred fifty (350) feet south of the centerline of South Street in the now vacated plat of City Place Addition to the City of Des Moines, Iowa. Also, that tract of land lying west of the above described tract in the north one hundred forty-six and nine tenths (146.9) feet of the south three hundred sixty-five and fifteen hundredths (365.15) feet of the east five hundred seventy-five (575) feet of said Government Lot 1. Also, beginning at said angle point, five hundred fifty-eight and two tenths (558.2) feet west of and nine hundred seventy-six and six tenths (976.6) feet south of the East Quarter corner of

(TRACT 9 Continued)

said Section 8; thence South [illegible] East, a distance of [illegible] one hundred eighty (180) feet to the north bank of the Raccoon River

TRACT 10

A tract of land, twenty-five (25) feet in width, from the south line to the north line of Government Lot 2 in the NE¼ Section 8, Township 78 North, Range 24 West of the 5th P. M. centered on a line five hundred sixty-two and five tenths (562.5) feet west of and parallel to the east line of said Government Lot 2.

in the City of Des Moines, Polk County, Iowa, for the construction of a sewer with the right in said city to construct and forever maintain a sewer through, under and across said real estate along said line.

The City of Des Moines to have the right to enter in upon and onto said property for the purpose of constructing said sewer and for the purpose of replacing, enlarging, reconstructing or repairing said sewer whenever necessary and to have the right to use as much of the surface of the above described real estate as may be necessary for the purpose of constructing, repairing, enlarging or maintaining said sewer but for no other use or purpose whatsoever.

And we hereby COVENANT with the City of Des Moines that we hold said premises by good and perfect title, that we have good right and lawful authority to make the conveyance herein made and we WARRANT TO DEFEND said premises against the lawful claims of all persons claiming by, through or under us.

IN WITNESS WHEREOF, we have hereunto affixed our hand this first day of October, 1965.

In the event this project for sewer construction is not initiated, condemnation contracts let and work started by October 1, 1966, this easement for right-of-way will be returned to the Des Moines Union Railway Company for cancellation.

Des Moines Union Railway Company

by F. E. Devlin

F. E. Devlin

Des Moines Union Railway Company

by M. T. Hubbell

M. T. Hubbell
Treasurer and Auditor

STATE OF IOWA)
COUNTY OF POLK) ss

On this 1st day of October, 1965, before me [illegible], a Notary Public in and for said County, [illegible] personally appeared F. E. Devlin and [illegible] of said Des Moines Union Ry Co. [illegible] to said instrument is the seal of said Des Moines Union [illegible] and that said instrument was signed and sealed in [illegible] by [illegible] and [illegible] and that the execution thereof was their voluntary act and deed.

I, Donald H. Gerdom, City Clerk of the City of Des Moines, do hereby certify that the within and foregoing Easement [illegible] Right of Way from DES MOINES UNION RAILWAY CO. to the City of Des Moines was duly approved and accepted by the City Council of said City of Des Moines by resolution and Roll Call No. 3687, passed on the 16th day of October, 1965, and this certificate is made pursuant to the authority contained in said resolution.

Signed this 18th day of October, 1965

Donald H. Gerdom

Donald H. Gerdom, City Clerk of the City of Des Moines, Iowa

Return to CITY CLERK
Des Moines, Iowa

8452

POLK COUNTY, IOWA
FILED FOR RECORD
MAR 7 1967 AM 7:59
IRENE A. WALEY, RECORDER

EASEMENT FOR CROSSING OF STREET MAINTENANCE EQUIPMENT

IN CONSIDERATION of the relinquishment of the present easement dated March 6, 1966, pursuant to Roll Call No. 2550, filed with the City Council of the City of Des Moines, Iowa, under date of August 2, 1965, granting and conveying unto City of Des Moines, Iowa, an easement for crossing of street maintenance equipment over the following described real estate, to-wit:

> Commencing at a point on the West line of the East 735 feet of Lot 6 of the Official Plat of the NW¼ of Section 9, Township 78 North, Range 24 West of the 5th P.M. that is 80 feet from the South line of the M. & St. L. right of way (measured normal to said right of way line); thence Westerly 1200 feet more or less to the intersection of the South line of Wabash Street and the East line of SW 16th Street; thence North 50 feet; thence Easterly 1200 feet more or less to a point 50 feet North of the place of beginning; thence South to the place of beginning.

And in consideration of the sum of One Dollar ($1.00) and other valuable consideration, Des Moines Union Railway Company, an Iowa Corporation, hereby grants and conveys unto the City of Des Moines, Iowa, an easement over the following described real estate, to-wit:

> That part of the NE¼ of Section 8-78-24, and that part of Lot 5 of the Official Plat of the NW¼ of Section 9-78-24 lying East of SW 16th Street and North of a line that is 66 feet South of (measured at right angles to) and parallel to the South line of the M. & St. L. Railway right of way;
>
> also
>
> Commencing at the intersection of the above mentioned line with the East line of said Lot 5; thence SErly to a point on the West line of the East 735 feet of Lot 6 of the Official Plat of the NW¼ of Section 9-78-24 that is 80 feet from the South line of the M. & St. L. right of way (measured normal to said right of way line); thence North to the South line of the M. & St. L. right of way; thence NWrly along the South line of the M. & St. L. right of way to the NW corner of said Lot 6; thence South to the place of beginning.

for the purpose of crossing said parcel by the street maintenance equipment of the City of Des Moines between the public streets adjoining on either end of said parcel.

IN WITNESS WHEREOF, said corporation has caused this instrument to be duly executed this 24 day of February, 1967.

DES MOINES UNION RAILWAY COMPANY

By F. C. McCinn President

By W. F. Hubbell
W. F. Hubbell Secretary

I, Donald H. Gordon, City Clerk of the City of Des Moines, Iowa, do hereby certify that the within and foregoing Easement from the Des Moines Union Railway Company to the City of Des Moines, Iowa, was duly approved and accepted by the City Council of said City of Des Moines by Resolution and Roll Call No. 908, passed on the 6th day of March, 1967, and this certificate is made pursuant to authority contained in said Resolution.

Signed this 6th day of March, 1967.

Donald H. Gordon
Donald H. Gordon, City Clerk of the City of Des Moines, Iowa

46719

POLK COUNTY, IOWA
FILED FOR RECORD
NOV 15 1967
IRENE H. MALEY, RECORDER

NOV 13 1967

FLOOD CONTROL
TEMPORARY EASEMENT DEED

KNOW ALL MEN BY THESE PRESENTS, that DES MOINES UNION RAILWAY COMPANY of POLK COUNTY, IOWA, in consideration of the sum of One (1) and No/100 Dollars, in hand paid by the City of Des Moines, Iowa, does hereby grant, bargain, sell and convey unto the City of Des Moines, Iowa, and its assigns, an assignable easement and right-of-way in, on, over, and across the land thereinafter described for the purpose of entering thereon at any time to haul, transport, emplace, store, maneuver, manage and remove materials and equipment in connection with construction of a local flood protection project; together with the right at any time to trim, cut, fell and remove underbrush, obstructions, and other vegetation, structures or obstacles within the limits of the right-of-way for the period commencing with the date of this deed and ending One (1) year following the date of completion of construction, currently scheduled for completion on the June 30, 1969, provided however, that the easement and right-of-way herein granted shall terminate and expire on the September 1, 1970, unless sooner terminated by the completion of construction and the expiration of the period of One (1) year thereafter.

Said land is described as follows:

That part of the east five hundred and eighty (580) feet of Government Lot one (1) in the Southeast Quarter (SE¼) of Section eight (8), Township seventy-eight (78) North, Range twenty-four (24) west of the fifth (5) Principal Meridian, that lies between the south line of the Des Moines Union Railroad right of way and a line that is ten (10) feet south of and normally distant from and parallel to the centerline of the said railroad right of way, said centerline being described in the description for the perpetual easement to be obtained, all now included in and forming a part of the City of Des Moines, Iowa.

The aforesaid grant includes an assignable right of entery whereby the City of Des Moines, Iowa, can grant to the UNITED STATES OF AMERICA, and its contractors permission to enter upon the land hereinabove described for the purpose of performing the proposed work or any part of the proposed work within the period of the grant, which assignable right of entry shall be without limitation whatsoever except that any exercise of reexercise of the right be within the period of grant.

Said rights, privileges and easements are conveyed subject to existing easements for public roads and highways, public utilities and railroads, and pipe lines in place.

And DES MOINES UNION ~~RAILROAD~~ RAILWAY COMPANY does hereby covenant with the City of Des Moines, Iowa, that it holds said premises by good and perfect title; that it has good right and lawful authority to sell and convey the same; and said DES MOINES UNION ~~RAILROAD~~ RAILWAY Company does hereby covenant to warrant and drfend the title to the said premises against the lawful claimsof all persons whomsoever.

Signed this 3rd day of October, 1967.

DES MOINES UNION ~~RAILROAD~~ RAILWAY COMPANY

By E.G. [illegible]
President

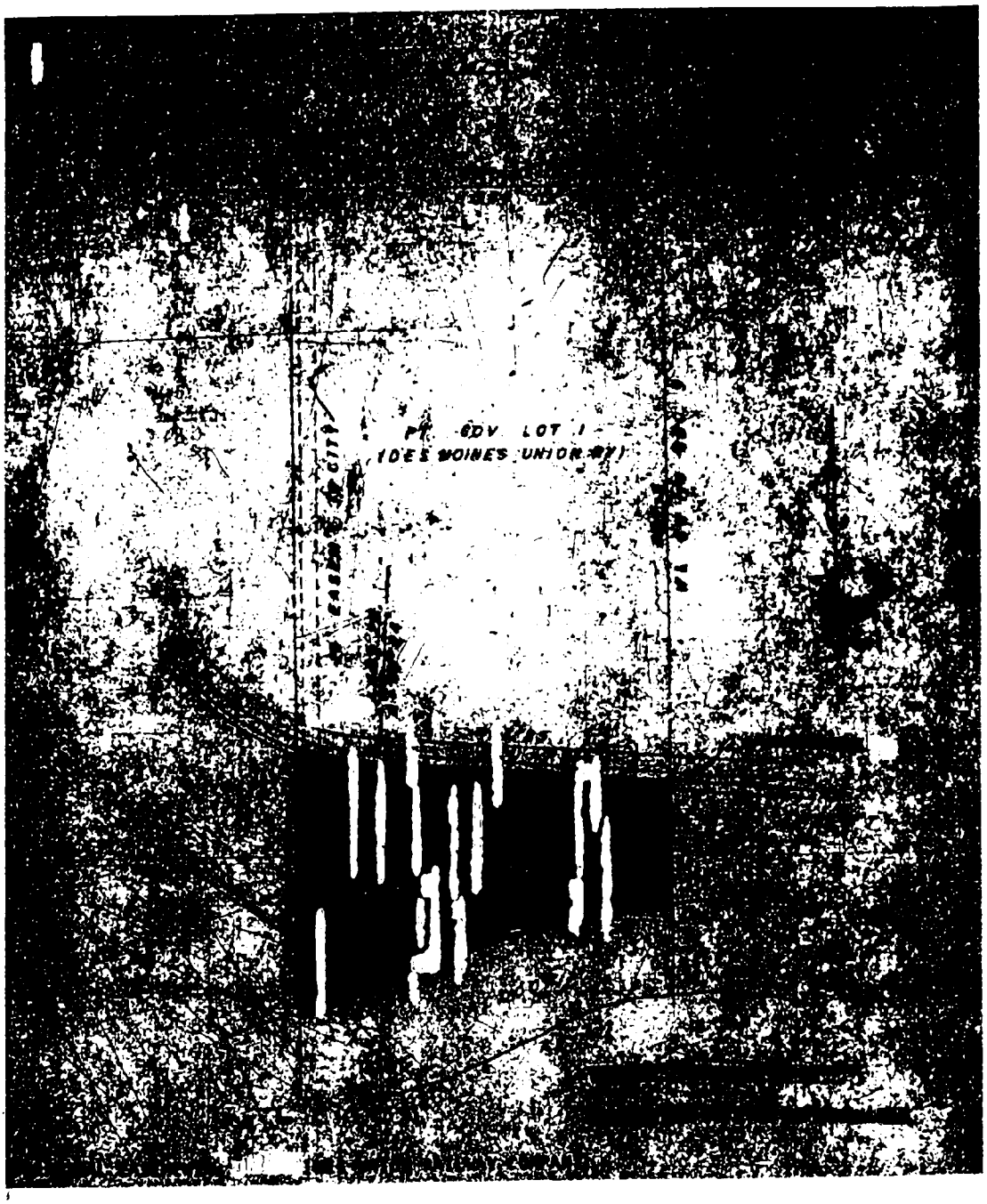
ATTEST:

W. F. Hubbell
Secretary

I, Donald H. Gerdom, City Clerk of the City of Des Moines, Iowa, do hereby certify that the within and foregoing Easement from Des Moines Union Railway Company to the City of Des Moines, Iowa, was duly approved and accepted by the City Council of said City of Des Moines by Resolution and Roll Call No. 4617, passed on the 13th day of November, 1967, and this certificate is made pursuant to authority contained in said Resolution.

Signed this 13th day of November, 1967.

Donald H. Gerdom, City Clerk of the City of Des Moines, Iowa.


PT. GOV LOT 1
(DES MOINES UNIOR #1)

[illegible] PARCEL: [illegible] Dovit [illegible]

DATE [illegible]

[illegible] fine [illegible]

[illegible] and [illegible]

[illegible] tangent to the [illegible]

[illegible] the northeasterly [illegible]

[illegible] the right of [illegible]

[illegible] for the interest [illegible]

[illegible] fine [illegible] twenty [illegible]

[illegible] Dairy [illegible]

[illegible] fifty-two [illegible]

[illegible] feet [illegible]

[illegible] of Des Moines, Iowa.

TEMPORARY [illegible] & Co.

[illegible] and eighty (580) feet of [illegible]

[illegible] on eight (8), [illegible]

[illegible] fifth (5) [illegible]

[illegible] with line of the Des Moines [illegible] railroad right-of-way and a line that is [illegible]

[illegible] south of and normal [illegible] ran and parallel to the centerline of the [illegible]

[illegible] Railroad Right-of-Way, said [illegible] line being described in the description for the [illegible] perpetual easement [illegible] all now included in and forming a part of the City of Des Moines, Iowa.

MINIMUM RIGHTS TO BE OBTAINED:

Perpetual Easement

A perpetual and assignable right and easement for the purpose of entering thereon to construct, maintain, repair, operate, patrol and replace a flood protection levee including all appurtenances thereto.

Temporary Easement

Temporary easement for purpose of entering thereon to deposit fill material,

BOOK 3895 PAGE 504 NOV 13 1967 4617

Instr. No. 41720
POLK COUNTY, IOWA
FILED FOR RECORD
AT 10:18 A.M. NOV 15 1967 P.M.
IRENE H. MALEY, RECORDER 558
E. Blumenberg

FLOOD CONTROL
TEMPORARY EASEMENT DEED

KNOW ALL MEN BY THESE PRESENTS, that DES MOINES UNION RAILWAY COMPANY of POLK COUNTY, IOWA, in consideration of the sum of One (1) and no/100 Dollars, in hand paid by the City of Des Moines, Iowa, does hereby grant, bargain, sell and convey unto the City of Des Moines, Iowa, and its assigns, an assignable easement and right-of-way in, on, over, and across the land thereinafter described for the purpose of entering thereon at any time to haul, transport, emplace, store, maneuver, manage and remove materials and equipment in connection with construction of a local flood protection project; together with the right at any time to trim, cut, fell and remove underbrush, obstructions, and other vegetation, structures or obstacles within the limits of the right-of-way for the period commencing with the date of this deed and ending One (1) year following the date of completion of construction, currently scheduled for completion on the June 30, 1969, provided however, that the easement and right-of-way herein granted shall terminate and expire on the September 1, 1970, unless sooner terminated by the completion of construction and the expiration of the period of One (1) year thereafter.

Said land is described as follows:

All that part of the Des Moines Union Railroad right of way, located in Government Lot five (5), in the Southwest Quarter (SW¼) of Section nine (9), Township seventy-eight (78) north, Range twenty-four (24) west of the Fifth Principal Meridian, that lies south of a line that is ten (10) feet south of and parallel to the aforesaid centerline of the Des Moines Union Railroad right of way, said parcel extending from the west line of said Government Lot five (5) to a line that is eleven hundred (1100) feet east of and parallel to the west line of said Government Lot five (5), all now included in and forming a part of the City of Des Moines, Iowa.

The aforesaid grant includes an assignable right of entry whereby the City of Des Moines, Iowa, can grant to the UNITED STATES OF AMERICA, and its contractors permission to enter upon the land hereinabove described for the purpose of performing the proposed work or any part of the proposed work within the period of the grant, which assignable right of entry shall be without limitation whatsoever except that any exercise of reexercise of the right be within the period of grant.

Said rights, privileges and easements are conveyed subject to existing easements for public roads and highways, public utilities and railroads, and pipelines in place.

And DES MOINES UNION ~~RAILROAD~~ RAILWAY COMPANY does hereby covenant with the City of Des Moines, Iowa, that it holds ~~the~~ said premises by good and perfect Title; that it has good right and lawful authority to sell and convey the same; and the said DES MOINES UNION ~~RAILROAD~~ RAILWAY COMPANY does hereby covenant to warrant and defend the title to the said premises against the lawful claim of all persons whomsoever.

Signed this 3rd day of October, 19 67.

DES MOINES UNION ~~RAILROAD~~ RAILWAY COMPANY

BY [signature]
(President)

ATTEST:

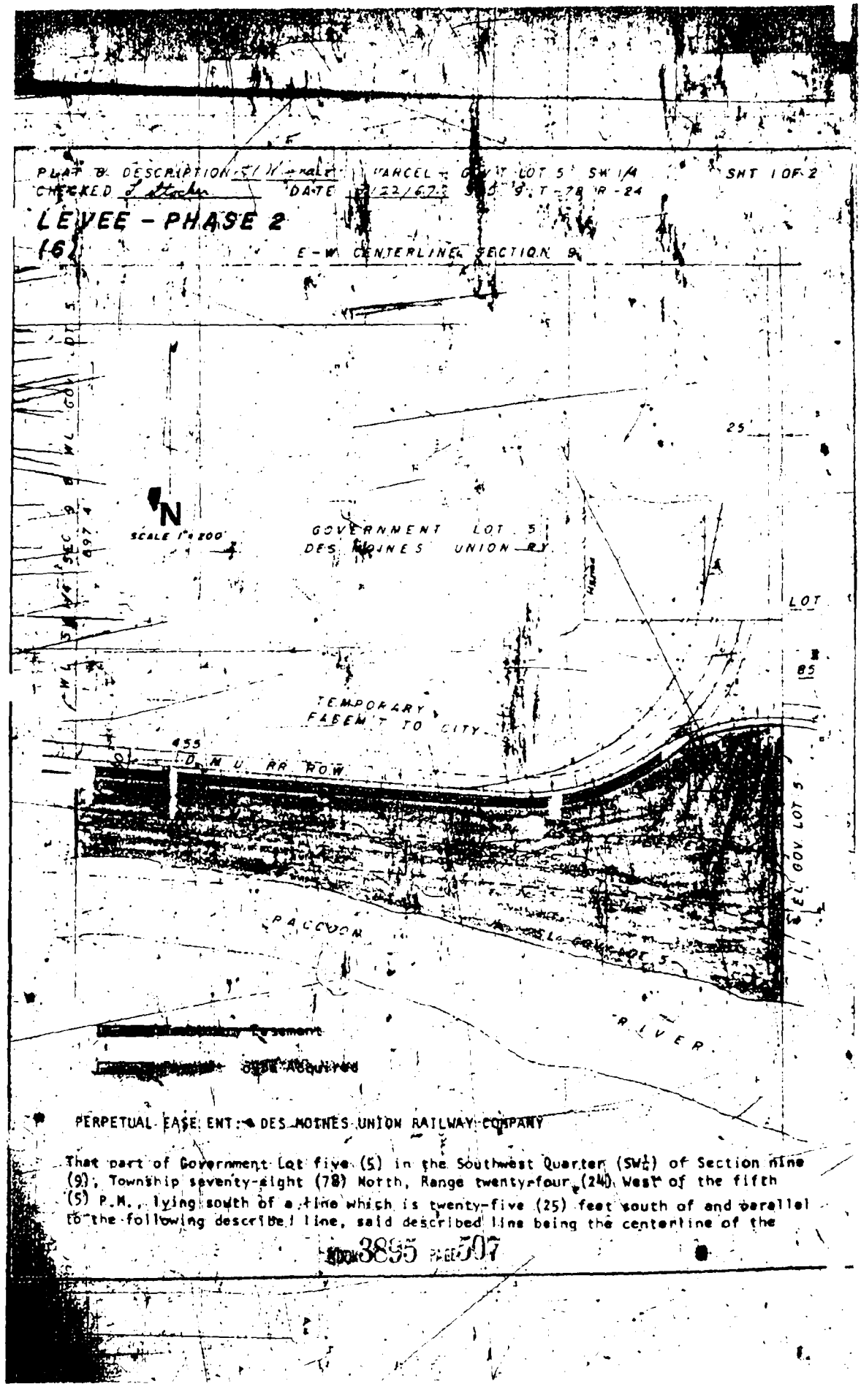
M. F. Hubbell
Secretary

I, Donald H. Gerdom, City Clerk of the City of Des Moines, Iowa, do hereby certify that the within and foregoing Easement from Des Moines Union Railway Company to the City of Des Moines, Iowa, was duly approved and accepted by the City Council of said City of Des Moines by Resolution and Roll Call No. 4617, passed on the 13th day of November, 1967, and this certificate is made pursuant to authority contained in said Resolution.

Signed this 13th day of November, 1967.

Donald H. Gerdom

Donald H. Gerdom, City Clerk of the City of Des Moines, Iowa.


PLAT & DESCRIPTION
PARCEL
SHT 1 OF 2
CHECKED
DATE
LEVEE - PHASE 2
(6)
E-W CENTERLINE SECTION
N
SCALE 1" = 200'
GOVERNMENT LOT 5
DES MOINES UNION RY
TEMPORARY
EASEMENT TO CITY
455
D M U RR ROW
25
LOT
85
GOV LOT 5
RIVER
PERPETUAL EASEMENT: DES MOINES UNION RAILWAY COMPANY
That part of Government Lot five (5) in the Southwest Quarter (SW¼) of Section nine (9), Township seventy-eight (78) North, Range twenty-four (24) West of the fifth (5) P.M., lying south of a line which is twenty-five (25) feet south of and parallel to the following described line, said described line being the centerline of the
BOOK 3895 PAGE 507

DESCRIPTION BY L. Kingrell PARCEL — Gov't Lot 5 SHT. 2 OF 2

CHECKED BY L. Stoke DATE 3/22/62

(6)

Des Moines Union Railway Right-Of-Way, said parcel extending from the west line of the Southwest Quarter (SW¼) of Section nine (9) to the intersection of said twenty-five (25) foot line with a line which is fifteen (15) feet south of and parallel to the center line of the southern most track of the Des Moines Union Railway; said intersection being one hundred eighty-five (185) feet (more or less) west of the east line of Government Lot five (5); also that part of Government Lot five (5) lying south of a line which is fifteen (15) feet south of and parallel to the southern most track of the Des Moines Union Railway said track extending to the east line of Government Lot five (5).

CENTER LINE OF DES MOINES UNION, RAILROAD RIGHT-OF-WAY being described as follows:

Beginning at a point on the west line of said Section nine (9), which is eight hundred ninety-seven and four tenths (897.4) feet south of the west quarter corner thereof; thence easterly on a line which makes an angle (measured north to east) of ninety-four degrees and twenty-nine minutes (94°-29') with the west line of said Section nine (9), a distance of eight hundred one and forty-seven hundredths (801.47) feet; thence northeasterly on a eleven degrees and fifty-six minutes (11°-56') curve to the left, a distance of six hundred forty-nine and six tenths (649.6) feet to the west line of the present right-of-way of the Des Moines Union Railroad Company; said point of intersection is twenty-five (25) feet west of the west line of Lot eighty-five (85), Factory Addition and six hundred eight and eighty-four hundredths (608.84) feet south of the east and west center line of said Section nine (9), thence continuing northeasterly along said eleven degrees and fifty-six minutes (11°-56') curve, a distance of eighty-five (85) feet more or less; to the end of said curve; thence northeasterly along the tangent to the preceding curve a distance of sixty-six (66) feet more or less, to a point on the west line of said Lot eighty-five (85), in Factory Addition, Within and forming a part of the City of Des Moines, Iowa.

TEMPORARY EASEMENT: DES MOINES UNION RAILROAD COMPANY

All that part of the Des Moines Union Railroad right-of-way, located in Government Lot five (5) in the Southwest Quarter (SW¼) of Section nine (9), Township seventy-eight (78) North, Range twenty-four (24) West of the fifth (5) Principal Meridian, that lies south of a line that is ten (10) feet south of and parallel to the aforesaid center line of the Des Moines Union Railroad right-of-way; said parallel extending from the west line of said Government Lot five (5) to a line that is eleven hundred (1100) feet east of and parallel to the west line of said Government Lot five (5), and now included in and forming a part of the City of Des Moines, Iowa.

MINIMUM RIGHTS TO BE OBTAINED:

Perpetual Easement

A perpetual and assignable right and easement for the purpose of entering thereon to construct, maintain, repair, operate, patrol and replace a flood protection levee, storm drainage pipe and gate well including all appurtenances thereto.

TEMPORARY EASEMENT

Temporary easement in and to lands for the purpose of entering thereon to deposit fill material.

IRENE H. MALEY, RECORDER

KNOW ALL MEN BY THESE PRESENTS, THAT DES MOINES UNION RAILWAY COMPANY of Des Moines, Iowa, of Polk County, Iowa, in consideration of the sum of One (1) and no/100 Dollars in hand paid by the City of Des Moines, Iowa, does hereby grant, bargain, sell and convey unto the City of Des Moines, Iowa, and its assigns, a perpetual and assignable easement and right of way in, on, over and across the land hereinafter described for the purpose of entering thereon at any time to construct, reconstruct, maintain, enlarge, repair, operate, patrol, replace a flood protection levee, storm drainage pipe and gate well including all appurtenances thereto;

Said land is described as follows:

That part of Government Lot five (5) in the Southwest Quarter (SW¼) of Section nine (9), Township seventy-eight (78) North, Range twenty-four (24) West of the fifth (5) P.M., lying south of a line which is twenty-five (25) feet south of and parallel to the following described line, said described line being the centerline of the Des Moines Union Railway right of way, said parcel extending from the west line of the Southwest Quarter (SW¼) of Section nine (9) to the intersection of said twenty-five (25) foot line with a line which is fifteen (15) feet south of and parallel to the centerline of the southern most track of the Des Moines Union Railway, said intersection being one hundred eighty-five (185) feet (more or less) west of the east line of Government Lot five (5); also that part of Government Lot five (5) lying south of a line which is fifteen (15) feet south of and parallel to the southern most track of the Des Moines Union Railway, said track extending to the east line of Government Lot five (5).

CENTERLINE OF DES MOINES UNION RAILROAD RIGHT OF WAY being described as follows:

Beginning at a point on the west line of said Section nine (9), which is eight hundred ninety-seven and four tenths (897.4) feet south of the west quarter corner thereof; thence easterly on a line which makes an angle (measured north to east) of ninety-four degrees and twenty-nine minutes (94°-29') with the west line of said Section nine (9), a distance of eight hundred one and forty-seven hundredths (801.47) feet; thence northeasterly on a eleven degrees and fifty-six minutes (11°-56') curve to the left, a distance of six hundred forty-nine and six tenths (649.6) feet to the west line of the present right of way of the Des Moines Union Railroad Company; said point of intersection is twenty-five (25) feet west of the west line of lot eighty-five (85), Factory Addition and six hundred eight and eighty-four hundredths (608.84) feet south of the east and west cent line of said Section nine (9), thence continuing northeasterly along said eleven deg ees and fifty-six minutes (11°-56') curve, a distance of eighty-five (85) feet more or less, to the end of said curve; thence northeasterly along the tangent to the preceding curve a distance of sixty-six (66) feet more or less, to a point on the west line of said Lot eight-five (85), in Factory Addition, all now included in and forming a part of the City of Des Moines, Iowa.

The aforesaid grant includes an assignable right of entry whereby the City of Des Moines, Iowa, can grant the UNITED STATES OF AMERICA, and its contractors permission to enter upon the land hereinabove described for the purpose of performing the proposed work or any part of the proposed work within the period of the grant, which assignable right of entry shall be without limitation whatsoever, except that any exercise or re-exercise of the right to be within the period of the grant.

Said rights, privileges and easements are conveyed subject to existing easements for public roads and highways, public utilities, railroads and pipelines.

Grantors reserve the right to remove, on or before _____ located on the land hereinabove described, in the event that the said _____ are not removed on or before said above date, the right of removal shall terminate, without notice to the grantors, and good and indefeasible title thereto shall automatically vest in the City of Des Moines, Iowa.

And DES MOINES UNION RAILWAY COMPANY do hereby covenant with the City of Des Moines, Iowa, that they hold said premises by good and perfect title; that they are free from encumbrances; that they have good right and lawful authority to sell and convey the same; and the said DES MOINES UNION RAILWAY COMPANY do hereby covenant to warrant and defend the title to the said premises against the lawful claims of all persons whomsoever.

Each of the undersigned hereby relinquishes all right of dower, homestead and distributive shaare in and to the interest in the above described premises herein conveyed.

Signed this 3rd day of October, A.D., 19 67.

DES MOINES UNION RAILWAY COMPANY

BY F. C. [illegible]
President

DES MOINES UNION RAILWAY COMPANY SEAL ATTEST

M. F. Hubbell
Secretary

I, Donald H. Gerdom, City Clerk of the City of Des Moines, Iowa, do hereby certify that the within and foregoing Easement from Des Moines Union Railway Company to the City of Des Moines, Iowa, was duly approved and accepted by the City Council of said City of Des Moines by Resolution and Roll Call No. 4617, passed on the 13th day of November, 1967, and this certificate is made pursuant to authority contained in said Resolution.

Signed this 13th day of November, 1967.

CITY CLERK DES MOINES IOWA

Donald H. Gerdom

Donald H. Gerdom, City Clerk of the City of Des Moines, Iowa.

BOOK 3895 PAGE 512

STATE OF IOWA)
ss
COUNTY OF POLK)

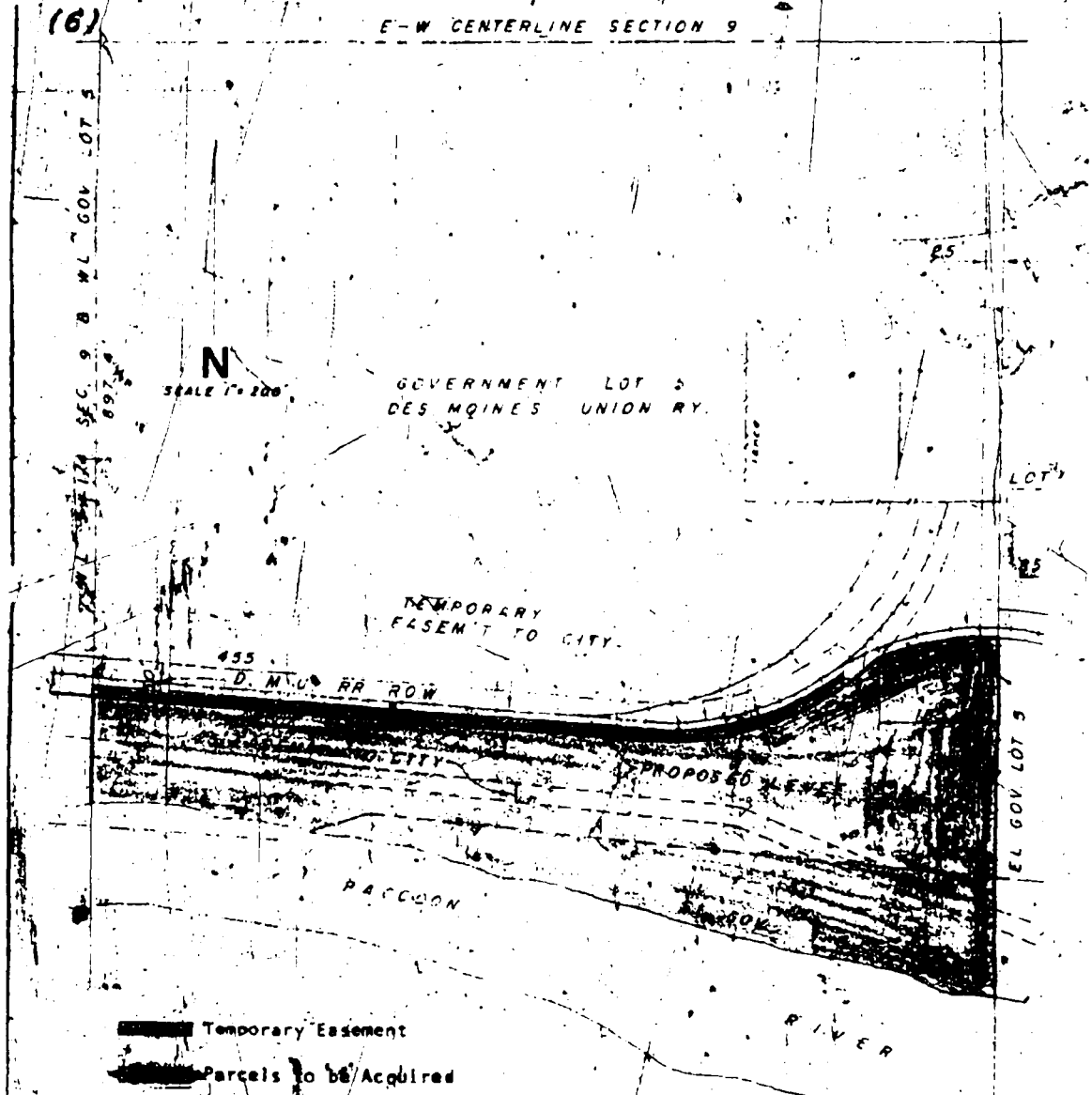
On this 3rd day of October, 19 67 before me, James E. Cook, a Notary Public in and for Polk County, Iowa, personally appeared E. O. Johnson and M. F. Hubbell to me personally known, who being by me duly sworn did say that they are respectively the President and Secretary of said Des Moines Union Railway Company and that the seal affixed to said instrument is the seal of said Des Moines Union Railway Company and that said instrument was signed and sealed in behalf of said Des Moines Union Railway Company by authority of its Board of Directors and said E. O. Johnson and M. F. Hubbell acknowledged the execution of said instrument to be the voluntary act and deed of said coporation by it voluntarily executed.

Iowa

James E Cook
Notary Public in and for Polk County, Iowa

PLAT & DESCRIPTION of 1/ parcel PARCEL – GOV'T LOT 5 SW 1/4 SHT 1 OF 2
CHECKED J. Hoden DATE 3/22/67 SEC 9 T-78 R-24

LEVEE – PHASE 2
(6)



PERPETUAL EASEMENT: DES MOINES UNION RAILWAY COMPANY

That part of Government Lot five (5) in the Southwest Quarter (SW¼) of Section nine (9), Township seventy-eight (78) North, Range twenty-four (24) West of the fifth (5) P.M., lying south of a line which is twenty-five (25) feet south of and parallel to the following described line, said described line being the centerline of the

DESCRIPTION BY L. Wignall PARCEL — Part Lot 5 SHT. 2 OF 2
CHECKED BY [illegible] DATE 3/22/67

(6)

Des Moines Union Railway Right-Of-Way, said parcel extending from the west line of the Southwest Quarter (SW¼) of Section nine (9) to the intersection of said twenty-five (25) foot line with a line which is fifteen (15) feet south of and parallel to the center lin of the southern most track of the Des Moines Union Railway said intersection being one hundred eighty-five (185) feet (more or less) west of the east line of Government Lot five (5); also that part of Government Lot five (5) lying south of a line which is fifteen (15) feet south of and parallel to the southern most track of the Des Moines Union Railway said track extending to the east line of Government Lot five (5).

CENTER LINE OF DES MOINES UNION RAILROAD RIGHT-OF-WAY being described as follows:

Beginning at a point on the west line of said Section nine (9), which is eight hundred ninety-seven and four tenths (897.4) feet south of the west quarter corner thereof; thence easterly on a line which makes an angle (measured north to east) of ninety-four degrees and twenty-nine minutes (94°-29') with the west line of said Section nine (9), a distance of eight hundred one and forty-seven hundredths (801.47) feet; thence northeasterly on a eleven degrees and fifty-six minutes (11°-56') curve to the left, a distance of six hundred forty-nine and six tenths (649.6) feet to the west line of the present right-of-way of the Des Moines Union Railroad Company; said point of intersection is twenty-five (25) feet west of the west line of Lot eighty-five (85), Factory Addition and six hundred eight and eighty-four hundredths (608.84) feet south of the east and west center line of said Section nine (9); thence continuing northeasterly along said eleven degrees and fifty-six minutes (11°-56') curve, a distance of eighty-five (85) feet more or less, to the end of said curve; thence northeasterly along the tangent to the preceding curve a distance of sixty-six (66) feet more or less, to a point on the west line of said Lot eighty-five (85), in Factory Addition. All in and forming a part of the City of Des Moines, Iowa.

TEMPORARY EASEMENT: DES MOINES UNION RAILROAD COMPANY

All that part of the Des Moines Union Railroad right-of-way, located in Government Lot five (5) in the Southwest Quarter (SW¼) of Section nine (9), Township seventy-eight (78) North, Range seventy-four (24) West of the fifth (5) Principal Meridian, that lies south of a line that is ten (10) feet south of and parallel to the aforesaid center line of the Des Moines Union Railroad right-of-way, said parcel extending from the west line of said Government Lot five (5) to a line that is eleven hundred (1100) feet east of and parallel to the west line of said Government Lot five (5), all now included in and forming a part of the City of Des Moines, Iowa.

MINIMUM RIGHTS TO BE OBTAINED:

Perpetual Easement

A perpetual and assignable right and easement for the purpose of entering thereon to construct, maintain, repair, operate, patrol and replace a flood protection levee, storm drainage pipe and gate well including all appurtenances thereto.

TEMPORARY EASEMENT

Temporary easement in and to lands for the purpose of entering thereon to deposit fill material.

36471

INST. NO. ____
POLK COUNTY, IOWA
FILED FOR RECORD
12:20 OCT - 9 1969 A.M. P.M.
IRENE H. MALEY, RECORDER
By [illegible] 2.50

EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

For and in consideration of One & 00/100 ($1.00) Dollar and other good and valuable consideration Des Moines Union Railway Company, an Iowa Corporation, hereby grants and conveys unto Frank Paxton Company, a Delaware Corporation, an easement and right of way over the following described real estate, to-wit:

> That part of the NE ¼ of Section 8-78-24 and that part of Lot 5 of the Official Plat of the NW ¼ of Section 9-78-24 lying East of SW 16th Street and North of a line that is 66 feet South of (measured at right angles to) and parallel to the South line of the M. & St. L. Railway right of way;
>
> also
>
> Commencing at the intersection of the above mentioned line with the East line of said Lot 5; thence SErly to a point on the West line of the East 735 feet of Lot 6 of the Official Plat of the NW ¼ of Section 9-78-24 that is 80 feet from the South line of the M. & St. L. right of way (measured normal to said right of way line); thence North to the South line of the M & St. L. right of way; thence NWrly along the South line of the M. & St. L. right of way to the NW corner of said Lot 6; thence South to the place of beginning
>
> also

Commencing at a point 180 feet East of the West ¼ corner of Section 9, Township 78, Range 24 West of the 5th P.M., Polk County, Iowa, thence East 70 feet, thence North 1373.1 feet thence Northwesterly to a point that is 66 feet South of the South right of way line of the M. & St. L. right of way and 180 feet east of the West section line of the NW ¼ of Section 9 Township 78, Range 24 West of the 5th P.M., Polk County, Iowa, thence South to the point of beginning

also

Commencing at a point 424 feet North of and 250 feet East of the West ¼ corner of the Section 9, Township 78, Range 24 West of the 5th P.M., Polk County, Iowa, thence East 200.45 feet, thence N. 78°-49' E. 100 feet; thence North 70 feet, thence Southwesterly approximately 100 feet to an iron rod, thence West 193.5 feet to a point 494 feet North of and 250 feet East of the W. ¼ corner of Section 9, Township 78, Range 24 West of the 5th P.M., Polk County, Iowa

for the purpose of ingress and egress by the grantee Frank Paxton Company to land owned by it and abutting the afore-described parcels. Frank Paxton shall have the full right of use of said easement and right of way but shall by these presents assume no obligation of maintainence, upkeep, surfacing or snow removal to any person, firm or corporation.

Dated this 29 day of ~~August~~ September, 1969.

DES MOINES UNION RAILWAY COMPANY

BY F. G. McGinn
~~XXXXXXXXXXXX~~, President
F. G. McGinn

BY M. F. Hubbell
M. F. Hubbell, Secretary

FORM APPROVED
N. Bregenberg

APPROVED
Vice President - Chief Engineer
C.B.,ST.P.&P.R.R.

STATE OF IOWA)
) SS
COUNTY OF POLK)

On this 29 day of September, A.D., 1969 before me, the undersigned, a Notary Public in and for Polk County, Iowa, personally appeared F. G. McGinn and M. F. Hubbell personally known who being by me duly sworn state that they are respectively President and Secretary of said Des Moines Union Railway Company, that the seal affixed to said instrument is the seal of said Corporation and that the said instrument was signed and sealed on behalf of said Corporation by authority of its Board of Directors and the said F. G. McGinn and M. F. Hubbell acknowledge the execution of said instrument to be the voluntary act and deed of said corporation by it voluntarily executed.

James E. Cook

James E. Cook, Notary Public in and for Polk County, Iowa

NOV 3 1969 4/84

INST. NO. 39676
POLK COUNTY, IOWA
FILED FOR RECORD
AT 10:15 NOV - 6 1969 A.M. P.M. 4/50
IRENE H. MALEY, RECORDER

FLOOD CONTROL

TEMPORARY EASEMENT DEED

KNOW ALL MEN BY THESE PRESENTS, that DES MOINES UNION RAILWAY COMPANY of Polk County, in consideration of the sum of ONE (1) AND NO/100 DOLLAR, in hand paid by the City of Des Moines, Iowa, does hereby grant, bargain, sell and convey unto the City of Des Moines, Iowa, and its assigns, an assignable easement and right-of-way in, on, over, and across the land hereinafter described for the purpose of entering thereon at any time to haul, transport, emplace, store, maneuver, manage and remove materials and equipment in connection with construction of a local flood protection project; together with the right at any time to trim, cut, fell and remove underbrush, obstructions, and other vegetation, structures or obstacles within the limits of the right-of-way for the period commencing with the date of this deed and ending Dec. 1, 1972 following the date of completion of construction, currently scheduled for completion on the November, 1971, provided however, that the easement and right-of-way herein granted shall terminate and expire on the first day of December, 1972, unless sooner terminated by the completion of construction and the expiration of the period of one (1) year thereafter.

Said land is described as follows:

That part of the east five hundred and eighty (580) feet of Government Lot one (1) in the Southeast Quarter (SE 1/4) of Section eight (8), Township seventy-eight (78) North, Range twenty-four (24) west of the fifth (5) Principal Meridian, that lies between the south line of the Des Moines Union Railroad right of way and a line that is ten (10) feet south of and normally distant from and parallel to the centerline of the said railroad right of way, said centerline being described in the description for the perpetual easement to be obtained, all now included in and forming a part of the City of Des Moines, Iowa.

The aforesaid grant includes an assignable right of entry whereby the City of Des Moines, Iowa, can grant to the UNITED STATES OF AMERICA, and its contractors permission to enter upon the land hereinabove described for the purpose of performing the proposed work or any part of the proposed work within the period of the grant, which assignable right of entry shall be without limitation whatsoever except that any exercise or reexercise of the right be within the period of grant.

Said rights, privileges and easements are conveyed subject to existing easements for public roads and highways, public utilities and railroads, and pipelines in place.

And DES MOINES UNION RAILWAY COMPANY does hereby covenant with the City of Des Moines, Iowa that it holds said premises by good and perfect title; that it has good right and lawful authority to sell and convey the same; and the said DES MOINES UNION RAILWAY CO. does hereby covenant to warrant and defend the title to the said premises against the lawful claims of all persons whomsoever.

Signed this 22 day of OCTOBER, 1969.

DES MOINES UNION RAILWAY CO.

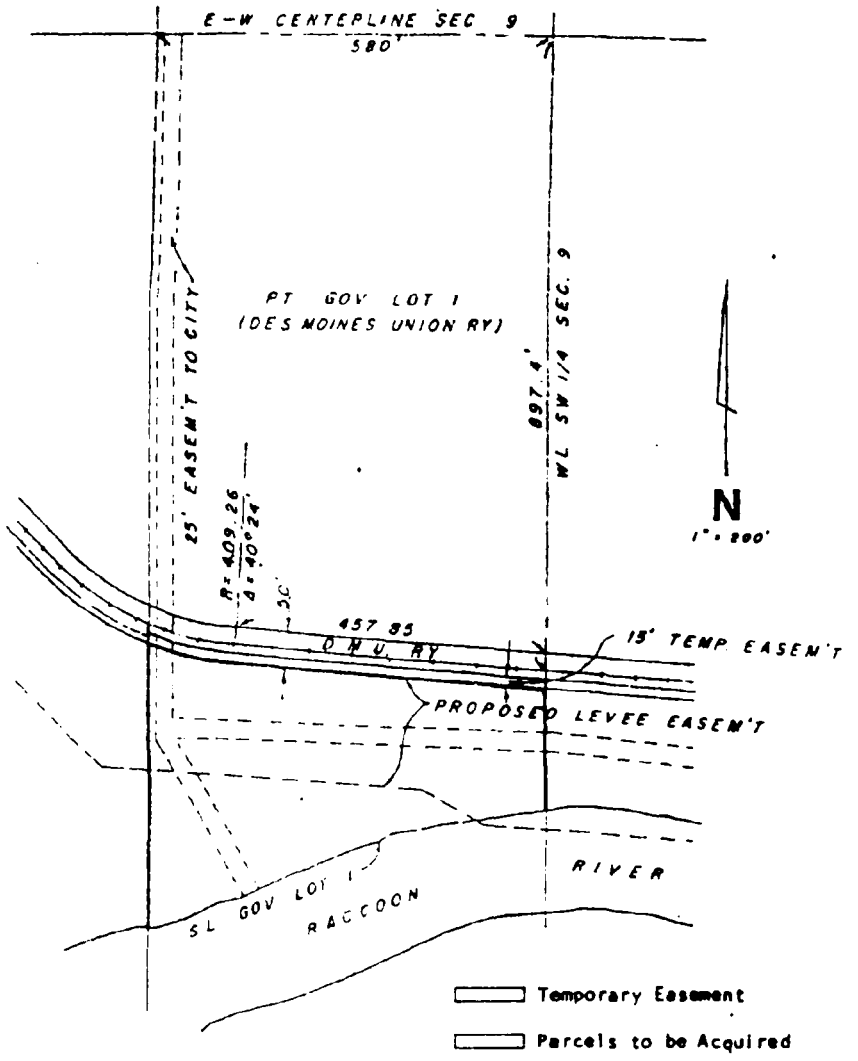
By F. G. McGinn

Attest:

M. F. Hubbell
Secretary

PLAT & DESCRIPTION L. Wignall PARCEL – PT. GOV'T LOT 1 SHT. 1 OF 2
CHECKED L. Stocker DATE 3/22/67 SE 1/4 8-78-24

LEVEE – PHASE 2
(7)



PERPETUAL EASEMENT: DES MOINES UNION RAILWAY COMPANY

That part of the east five hundred eighty (580) feet of Government Lot one (1), Southeast Quarter (SE¼), Section eight (8), Township seventy-eight (78) North, Range twenty-four (24), West of the fifth (5) Principal Meridian, lying south of a line which is twenty-five (25) feet south of and parallel to the following describe line:

Beginning at a point on the east line of said Section eight (8), said point being eight hundred and ninety-seven and four tenths (897.4) feet south of the East quarter

EXHIBIT 3

L. Wignall Pt. Govt Lot 1

L. Stocker 3/22/62

(7)

corner thereof; thence westerly on a line which makes an angle (measured north to west) of eighty-five degrees and thirty-one minutes (85°-31') with the East line of said Section eight (8), a distance of four hundred fifty-seven and eighty-five hundredths (457.85) feet, thence northwesterly on a thirteen degrees and fifty minutes (13°-50') curve to the right a distance of two hundred eighty-eight and sixty-eight hundredths (288.68) feet; thence northwesterly on a tangent to the last named curve, a distance of one thousand one hundred fifty-seven and fifty-two hundredths (1,157.52) feet; thence northerly on a thirteen degrees and seven minutes (13°-7') curve to the right, a distance of three hundred ninety one and sixty-one hundredths (391.61) feet, thence northerly on a tangent to the last named curve, a distance of fourteen and two hundredths (14.02) feet; thence northeasterly on a thirteen degrees and fifty-six minutes (13°-56') curve to the right a distance of two hundred fifty-seven and seven hundredths (257.07) feet; thence northeasterly on a tangent to the last named curve a distance of twelve and eight hundredths (12.08) feet; thence northeasterly on an eleven degrees and fifty-two minutes (11°-52') curve to the right a distance of two hundred fifty-four and twenty-seven hundredths (254.27) feet to intersect the south property line of the Dairy Industries, Inc., said point of intersection is twenty-five and two tenths (25.2) feet easterly from the southwest corner of said Dairy Industries, Inc. property; thence continuing along the said eleven degrees and fifty-two minutes (11°-52') curve one hundred fifty-five and fourteen hundredths (155.14) feet to the end of said curve, all in and forming a part of the City of Des Moines, Iowa.

TEMPORARY EASEMENT: DES MOINES UNION RR Co.

That part of the last five hundred and eighty (580) feet of Government Lot one [illegible] the Southeast Quarter (SE¼) of Section eight (8), Township seventy-eight (78) North, Range twenty-four (24) West of the fifth (5) Principal Meridian, that lies between the south line of the Des Moines Union Railroad right-of-way and a line that is ten (10') feet south of and normally distant from and parallel to the centerline of the said railroad right-of-way, said centerline being described in the description for the perpetual easement to be obtained, all now included in and forming a part of the City of Des Moines, Iowa

MINIMUM RIGHTS TO BE OBTAINED:

Perpetual Easement

A perpetual and assignable right and easement for the purpose of entering thereon to construct, maintain, repair, operate, patrol and replace a flood protection levee including all appurtenances thereto

Temporary Easement

Temporary easement for purpose of entering thereon to deposit fill material.

EXHIBIT 3

LICENSEE'S COPY

SEP 25 1969 4052

[illegible] COUNTY, IOWA
FILED FOR RECORD
NOV 12 1969 AM PM 12 50
[illegible] MALEY, RECORDER

PIPE LINE AGREEMENT

THIS AGREEMENT, made and entered into this the 15th day of SEPTEMBER, 1969, by and between CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD COMPANY, a Wisconsin Corporation, hereinafter referred to as the "Milwaukee Company" and DES MOINES UNION RAILWAY COMPANY, an Iowa Corporation, hereinafter referred to as the "Des Moines Company", said Milwaukee Company and said Des Moines Company hereinafter collectively called "Railroad", and

CITY OF DES MOINES IN THE COUNTY OF POLK AND STATE OF IOWA

, hereinafter called the "Licensee," (if more than one licensee, said term and all language herein referring thereto shall be interpreted in the plural and refers jointly and severally to such licensees).

WITNESSETH

That WHEREAS, the licensee desires the right to install, maintain and operate a certain pipe upon, along and under the Railroad's premises at or near Des Moines

Polk County Iowa

to be used for the purpose hereinafter set forth.

NOW, THEREFORE, the parties mutually agree as follows:

1. The Railroad, for and in consideration of the payments and covenants hereinafter mentioned to be made, kept and performed by the Licensee, does hereby license and permit said Licensee to construct, install, and thereafter during the term hereof to maintain and operate under, along and across the Railroad's property in the manner and subject to the terms and conditions herein provided, a certain pipe to be used only for the purpose of two culvert storm drain lines , in the location or locations shown by the yellow line ~~between points lettered~~ upon the map attached hereto, marked "Exhibit X", dated May 20, 1969 and made a part hereof. The boundaries of the railroad right of way are located as shown by the heavy dash and two dot lines.

2. The said pipe shall be of reinforced concrete and have a diameter of not to exceed 78 inches. At all points where said pipe passes beneath the roadbed or tracks the same shall be installed and maintained at such depth that the top of said pipe, or any casing which may contain it, shall be not less than 3 feet, measured vertically, below the base of the rails of any such track.

The said two culvert storm drain lines shall consist of seventy-eight inch (78") reinforced concrete pipe, 3 feet below base of rail, extending underneath the right of way and tracks of the Railroad at Des Moines, Iowa as shown on Exhibit "X".

The specifications for materials and the construction procedure shall be as outlined in yellow color on the said Exhibit "X".

3. The word "pipe" wherever used herein, not otherwise herein modified, shall be construed to mean all of the pipes above described and the casings and other coverings and all appurtenances thereof.

4. This agreement shall be effective from and after the date hereof and shall continue in full force and effect until terminated in some one of the ways hereinafter provided.

5. The Licensee shall pay to the Milwaukee Company upon execution of this agreement the sum of Fifty ($50.00) Dollars to cover the cost of preparation thereof. The Licensee shall pay all assessments or taxes which may be assessed or levied against or on account of said pipe, or the use thereof and shall indemnify and save harmless the Railroad and the Railroad's property from and against any and all liens or claims on account of any such assessments or taxes.

6. The Licensee shall bear the entire cost and expense incurred in connection with the construction, maintenance, renewal and removal of said pipe, including all cost and expense incurred by the Railroad in connection therewith for all work performed and materials used, and for supervision and inspection. All work of installation, alteration, maintenance and removal of said pipe within the limits of the right of way of the Railroad shall be done by the Licensee under the supervision, and to the satisfaction of, the superintendent of the Railroad, and no work shall be done by the Licensee upon the premises of the Railroad without first notifying said superintendent of Licensee's desire so to do, provided that the Railroad may perform any work by it deemed necessary to support any of its tracks while such work is being done and any work necessary to restore the track and roadbed to their former condition, or any other work by it deemed necessary to be done upon its right of way by reason of the installation, alteration, maintenance or removal of said pipe, and the Licensee agrees to repay to the Railroad promptly upon the rendition of bills therefor the cost of all such work so done by it. "Cost" as used in this agreement shall mean all assignable costs, plus 10% on all labor items to cover elements of expense not capable of exact ascertainment, and shall include charges for transportation of men and material at tariff rates and store expense on material.

7. The said pipe, and all parts thereof, whether within or without the limits of the premises of the Railroad, shall be constructed and at all times maintained, repaired, renewed and operated in such manner as to cause no interference whatsoever with the constant, continuous, and uninterrupted use of the tracks, facilities, property and premises of the Railroad, both as regards operation, maintenance, repairs and renewals, or new construction by the Railroad. Nothing shall be done, or suffered to be done, by the Licensee at any time that will in any manner interfere with or impair the usefulness of any tracks, improvements, or other facilities, now or hereafter maintained upon said railroad premises, or in any way interfere with, obstruct or endanger, railroad operation thereon; and if at any time the Railroad shall be of the opinion that the presence, condition or use of said pipe in any way interferes with the operation of the railroad, or any use which the Railroad desires to make of its property, it may forthwith require the Licensee to remove, alter or repair said pipe, or may remove, alter or repair the same at the cost of the Licensee.

8. Where boring and jacking operations are required on the right of way of the Railroad, the headings from which the boring and jacking operations are performed shall be located not less than 1.25 times the depth in feet from the base of the rail to the bottom of the trench, plus 6.5 feet, from the center line of an operated track, measured at right angles to the center line of the track.

9. The Railroad shall have the right at any and all times to raise or lower its grade, to make such changes in its existing track or tracks, roadbeds, structures and facilities or in the present standards thereof and to construct, maintain and operate such additional roadbeds, tracks, structures and facilities on said right of way and over and across said pipe as from time to time it may elect and may do whatever is necessary to enable it to use said railroad premises for all lawful purposes; and the Licensee agrees, at Licensee's sole cost, and within ten days after written notice from the Railroad so to do, to remove said pipe or make such changes in, additions to or changes in the location thereof, as may in the judgment of the Railroad be necessary to conform to the changes, alterations or new construction by the Railroad. If the Licensee shall fail so to do the Railroad may, if it so elects, in addition to any other remedy which it may have, remove said pipe or make such changes in, additions to or changes in the location thereof as are necessary for said purposes and the Licensee agrees to pay promptly upon rendition of bill the cost thereof. Provided, that the Railroad may in any event at its election do any of such work required to be done upon its right of way without notice and for all such work the Licensee likewise agrees to pay promptly upon rendition of bill the cost thereof. All the terms, conditions and stipulations herein expressed with reference to the construction, maintenance, repair, renewal or removal of said pipe in the location above described shall apply to the same as relocated, changed or modified within the contemplation of this section.

10. The license hereby granted is subject to the superior title of the Railroad to its said property and to all other outstanding and superior rights, if any, and the Licensee shall not by reason of the license hereby granted acquire or assert any title or claim of title to any of said property adverse to the title of the Railroad or its successors, and upon any abandonment of the use hereby authorized or upon any termination of the license hereby granted, such title shall remain in the Railroad, its successors and assigns, free and clear of all rights or claims of the Licensee.

11. As a material consideration to the Railroad for entering into this agreement, and without which the Railroad would not enter into same, the Licensee agrees to, and hereby does, release, indemnify and save harmless the Railroad, its officers, agents and employes, from and against any and all liability, loss, cost, damage, expense, actions and claims for personal injuries, including death, regardless of cause, suffered by any person whomsoever while upon the Railroad's premises in connection with the construction, operation, maintenance, repair, renewal or removal of said pipe, or for personal injuries, including death, suffered by any person whomsoever or for or arising out of damage to or destruction of property of any party whomsoever, including the parties hereto, in any manner arising out of or caused or contributed to by the existence, presence, construction, maintenance, condition, operation, repair, renewal, use or removal of said pipe.

12. This license may be terminated by the Railroad forthwith by any notice of termination given to the Licensee at the address noted below this license if the Licensee shall default in any of the terms, conditions or stipulations herein expressed, or if said pipe be permitted to be used or operated in the judgment of the Railroad for any purpose other than that for which the Railroad may likewise revoke this license without notice. Within ten days after any termination of this agreement by the Licensee shall remove said pipe and property of the Licensee from that portion of the right of way of the Railroad not occupied by the roadbed or tracks, and shall restore to the satisfaction of the Railroad's superintendent the roadbed and tracks to good condition as it was in at the time of the construction of said pipe. If the Licensee fail so to do the Railroad may do such work of removal and restoration at the cost and expense of the Licensee. The Railroad may at its option upon any termination at the cost and expense of the Licensee, remove the portion of said pipe located under said roadbed, track or tracks, and restore said roadbed to as good condition as it was in at the time of the construction of said pipe. It may permit the Licensee to do such work of removal and restoration under the supervision of the Railroad's superintendent.

In case of termination in any manner herein provided the Licensee shall have no claim or redress of any character against the Railroad by reason of such termination, removal of said pipe or restoration of the premises, nor shall such termination release the Licensee from any obligation or liability of the Licensee hereunder with respect to any matter or thing occurring prior to such termination.

13. The terms and conditions of this agreement shall be binding upon and the benefits thereof shall accrue to the heirs, executors, administrators, successors and assigns of the respective parties hereto, but the Licensee shall not assign the same or any rights thereunder without the written consent of the Railroad having been first obtained. In the event the Railroad shall permit any other railroad company or companies to use its said right of way facilities or premises, such other user or users shall have the benefit of the provisions of indemnity and release from liability inuring to the Railroad hereunder, with the same effect as if such other user or users were parties hereto.

14. The grant and license herein contained shall continue to be in effect so long as the said pipe shall remain in place and in use by the Licensee. Should the Licensee at any time cease to use the said pipe, the Railroad may, immediately upon cessation, consider this license cancelled and the said Licensee shall remove said pipe from the premises of the Railroad under the direction and supervision of the Chief Engineer of the Railroad, and in case of failure on the part of said Licensee to remove same, it shall be understood that the pipe is abandoned, and said Railroad may remove the same from its premises at the expense of said Licensee, or may disconnect said pipe at the points where it enters and leaves the said premises.

15. The Licensee shall require its contractor to provide for and in behalf of the Railroad, a Railroad Protective Liability Insurance Policy providing for protection to the Railroad in accordance with the U. S. Bureau of Public Roads Memorandum 20-12 issued June 30, 1967. The limits of such policy or policies shall not be less than $500,000 for all damages arising out of bodily injuries to or death of one person and, subject to that limit for each person, a total of $1,000,000 for all damages arising out of bodily injuries to or death of two or more persons in any one occurrence; and not less than $500,000 for all damages arising out of injury to or destruction of property in any one occurrence, and, subject to that limit for any one occurrence, a total limit of $1,000,000 for all damages, arising out of injuries to or destruction of property during the policy period. Said insurance shall be executed by a corporation qualified to write the same in the State of Iowa and shall be delivered to and approved by the Railroad prior to the entry upon or use of its property by the contractor.

(Continued on Sheet 4)

~~IN WITNESS WHEREOF, the parties hereto have executed this agreement the day and year first above~~ written.

CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC
RAILROAD COMPANY,

I, Donald H. Gerdom, City Clerk of the City of Des Moines, Iowa do hereby certify that the within and foregoing Pipe Line Agreement from Chicago, Milwaukee, St. Paul and Pacific and the Des Moines Union Railroad Company to the City of Des Moines, Iowa was duly approved and accepted by the City Council of said City of Des Moines, by Resolution and Roll Call No. 7656, passed on the 15th day of September, 1969 and this certificate is made pursuant to authority contained in said Resolution.

Signed this 16th day of September, 1969

Donald H. Gerdom, City Clerk of the City of Des Moines, Iowa.

(Continued from Sheet 3)

16. It is understood and agreed that agreement dated April 29, 1968 between the City of Des Moines, Iowa, Acri Grocery Wholesale Company, Des Moines Union Railway Company, Dico Company, Iowa Power and Light Company, Merchants Transfer & Storage Company and Meredith Corporation, and Supplemental Agreement dated April 29, 1968, between said parties, but excluding the City of Des Moines, Iowa, provides for the allocation of costs for the construction of said pipes.

17. The term "Railroad" as used in this agreement is intended to refer to and include Chicago, Milwaukee, St. Paul and Pacific Railroad Company and Des Moines Union Railway Company, but it is understood that the Milwaukee Company or the Des Moines Company acting separately shall be entitled to assert or enforce in their own behalf as against the Licensee any right or privilege herein reserved toe the "Railroad", irrespective of whether the Milwaukee Company or the Des Moines Company joins therein or not; provided further, that neither the Milwaukee Company nor the Des Moines Company shall separately assert or enforce any such right or privilege when such action shall interfere or conflict with any right or privilege of the Milwaukee Company or the Des Moines Company hereunder.

IN WITNESS WHEREOF, the parties hereto have executed this agreement the day and year first above written.

Attest: _____ Assistant Secretary

Attest: _____ Secretary

Attest: _____ CITY CLERK

_____ Title

CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD COMPANY,

By _____ President

DES MOINES UNION RAILWAY COMPANY

By _____ Title

CITY OF DES MOINES IN THE COUNTY OF POLK AND STATE OF IOWA

_____ Licensee

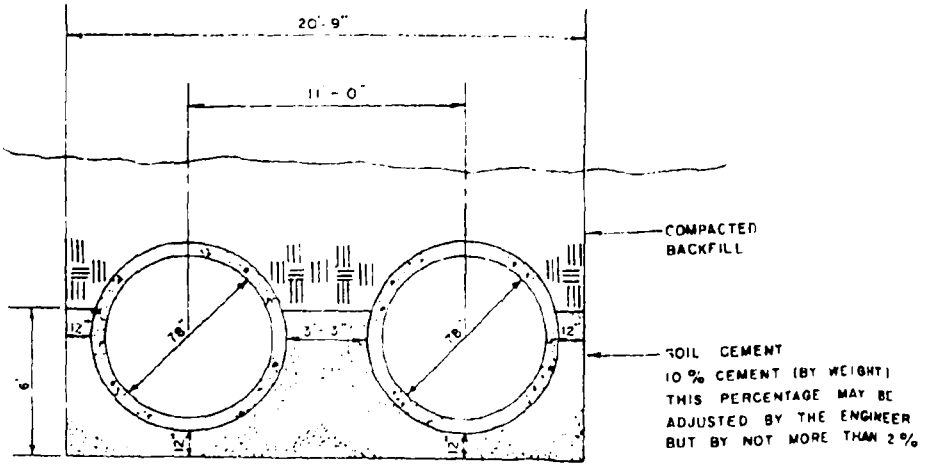
By _____
THOMAS N. URBAN, Mayor

_____ Title

Address: Des Moines, Iowa

QUANTITY ESTIMATE

ITEM	DESCRIPTION	ESTIMATED NO. UNITS
1.	78" - 3250 D RCP Sewer	[illegible]
2.	Special Soil Cement Bedding	13 [illegible]
3.	Junction Box at Station [illegible]	[illegible]
4.	Seepage Leak Collar	[illegible]
5.	End Section with wing walls	[illegible] Ea.
6.	78" Flap Gates with Tumbles Installed	[illegible]
7.	Sheet [illegible]	[illegible]

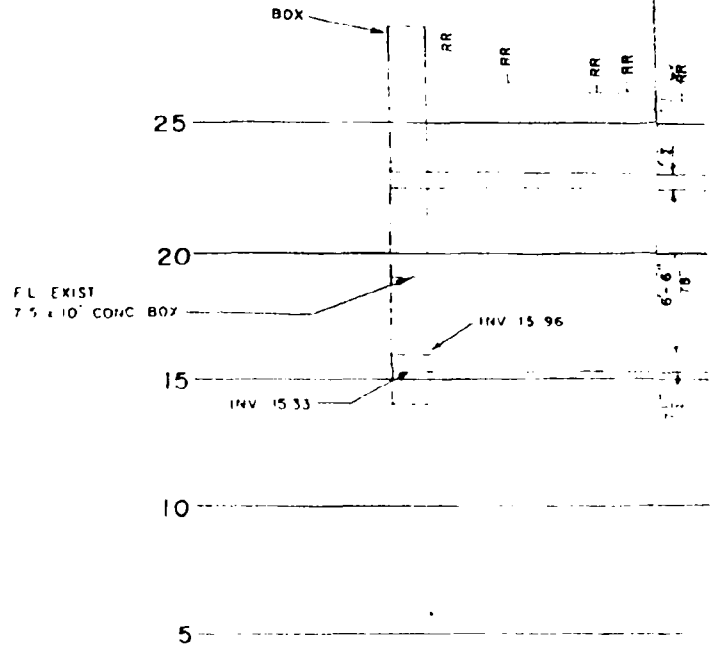


BEDDING

0+00 TO 1+00
1+30 TO 1+45
1+65 TO 1+80

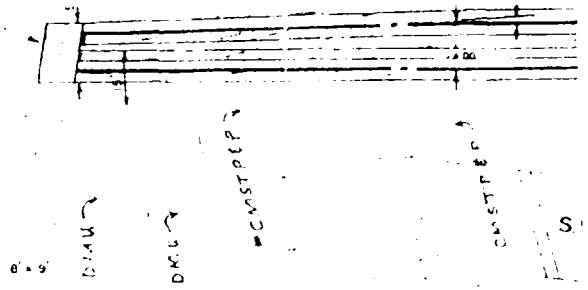
SCALE 1" = 5

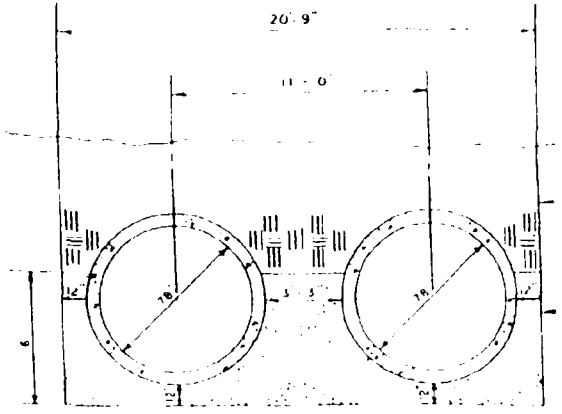
BOOK 4087 PAGE



.00 REBUILD MANHOLE
SEE DETAIL

SEE DETAIL





BEDDING

0+00 TO 1+00
1+30 TO 1+45
1+65 TO 1+80

SCALE 1" = 5'

GENERAL NOTES

1. All bedding for sewer shall conform to t Specifications for normal bedding except on Sheet No. 1 as Soil Cement bedding.

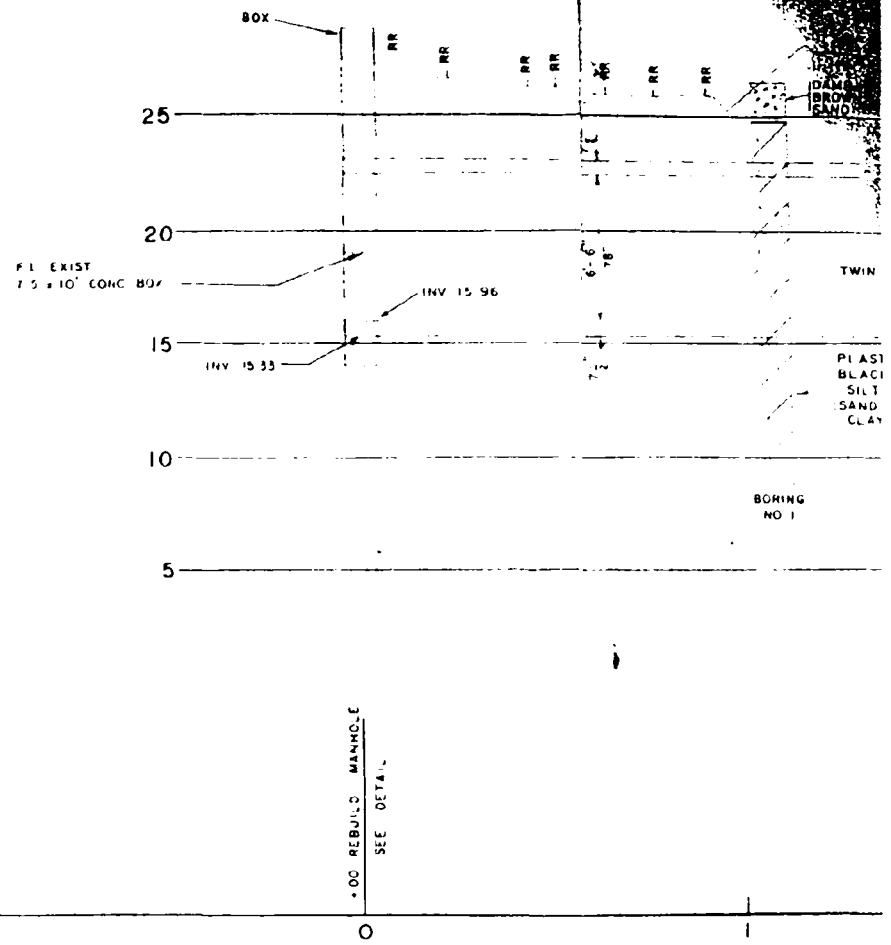
2. All reinforcing steel shall be properly tied into place before placing concrete.

3. Sheet piling shall be tight sheeting of length conforming to Standard Specificat

4. Chicago, Rock Island and Pacific Railroad shall construct the falsework bridge for including material and labor, with the They shall also remove same after the is constructed. The contractor shall be for cooperation with railroad.

* Note

5' C.M. STP. & POSTS ... used by D.M.


BOX
RR
RR
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RR
RR
DARK BROWN SAND
25
20
15
10
5
F L EXIST
7 5 x 10' CONC BOX
INV 15 96
INV 15 33
TWIN
PLAST
BLACK
SILT
SAND
CLAY
BORING
NO 1
+00 REBUILD MANHOLE
SEE DETAIL
0
1

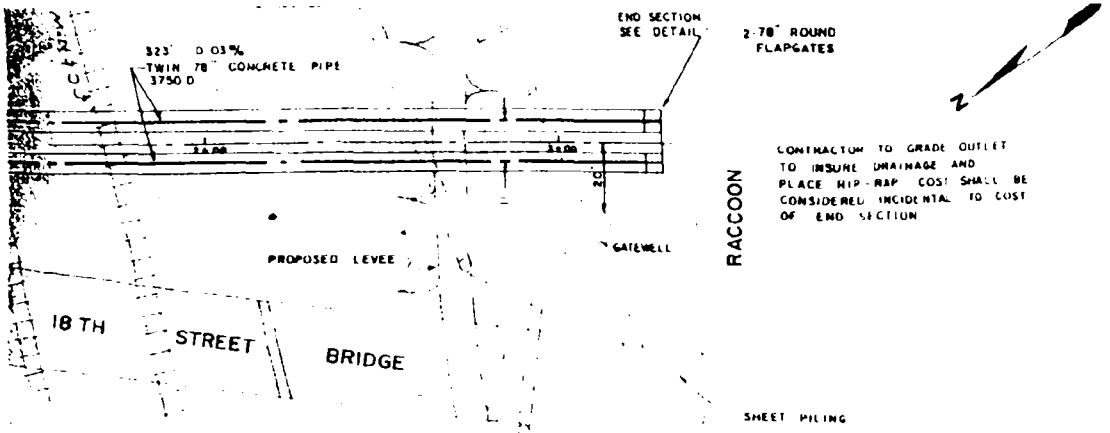


EXHIBIT "X"

Mark	Revisions	Date	By

OFFICE OF
THE CITY ENGINEER
DES MOINES, IOWA

Project: STORM SEWER

Location: INGERSOLL RUN EXTENSION
WALNUT ST. TO RACCOON RIVER

Designed By		Draftsman	Date
Checked By		Vert. Scale 1"=5'	Horiz. Scale 1"=30'
Survey	X-756	Work Order	0208-67-2

APPROVED:

CITY ENGINEER, REG. PROF. ENG. DATE

APPROVED:

CHIEF CIVIL ENGINEER, REG. PROF. ENG. DATE

SHEET 1 OF 2 FILE NO.

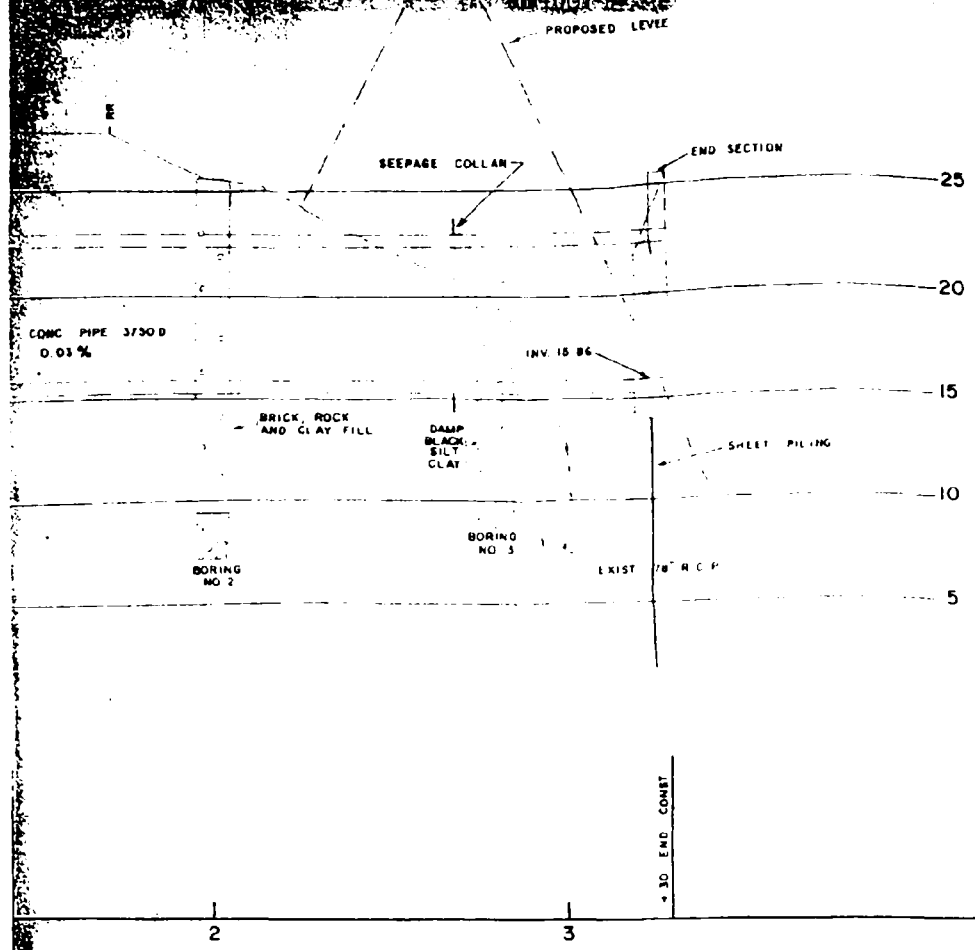
I hereby certify that this plan, specification or report was prepared by me or under my direct personal supervision and that I am a duly registered Professional Engineer under the laws of the State of Iowa.

Signed

Date

MICHAEL M. KLATT
REGISTERED
4821
PROFESSIONAL ENGINEER

BOOK 1087 PAGE 555



B.M.:

+ TOP BOX 2'E OF M.H. 0+00 ELEV 28.20'

SPIKE ELEC POLE S.W. COR. S.W. 17th & RAILROAD 23.15'

PT 1 OF 4

Indexed ____ Plotted ____ compared ____ mailed ____

EASEMENT FOR SEWER RIGHT-OF-WAY

KNOW ALL MEN BY THESE PRESENTS:

That we, Des Moines Union Railway Co.

of the County of Polk and State of Iowa, in consideration of the sum of One Dollar ($1.00) in hand paid by the City of Des Moines, Iowa, the receipt of which is hereby acknowledged, do hereby sell, grant, and convey unto the City of Des Moines, in the County of Polk and State of Iowa, a perpetual easement and right-of-way under, through and across Lots 6, 7 & 9 of Central Des Moines Industrial Park, on Auditor's Plat (As shown on attached Exhibit "A")

INST. No. 24315
POLK COUNTY, IOWA
FILED FOR RECORD
AT 3 JUN 21 1973 P.M.
KENNETH W. FLIPPOH, RECORDER

in the City of Des Moines, Polk County, Iowa, for the construction of a sewer with the right in said city to construct and forever maintain a sewer through, under and across said real estate along said line.

The City of Des Moines to have the right to enter in, upon, and onto said property for the purpose of constructing said sewer and for the purpose of replacing, enlarging, reconstructing or repairing said sewer whenever necessary and to have the right to use as much of the surface of the above described real estate as may be necessary for the purpose of constructing, repairing, enlarging or maintaining said sewer, but for no other use or purpose whatsoever.

And we hereby COVENANT with the City of Des Moines that we hold said premises by good and perfect title, that we have good right and lawful authority to make the conveyance herein made and we WARRANT to DEFEND said premises against the lawful claims of all persons claiming by, through or under us.

IN WITNESS WHEREOF, we have hereunto affixed our hands this 21st day of November 19 72.

Des Moines Union Railway Co.

By: [signature]

Title: Treasurer - General Manager

STATE OF IOWA, POLK COUNTY, ss.

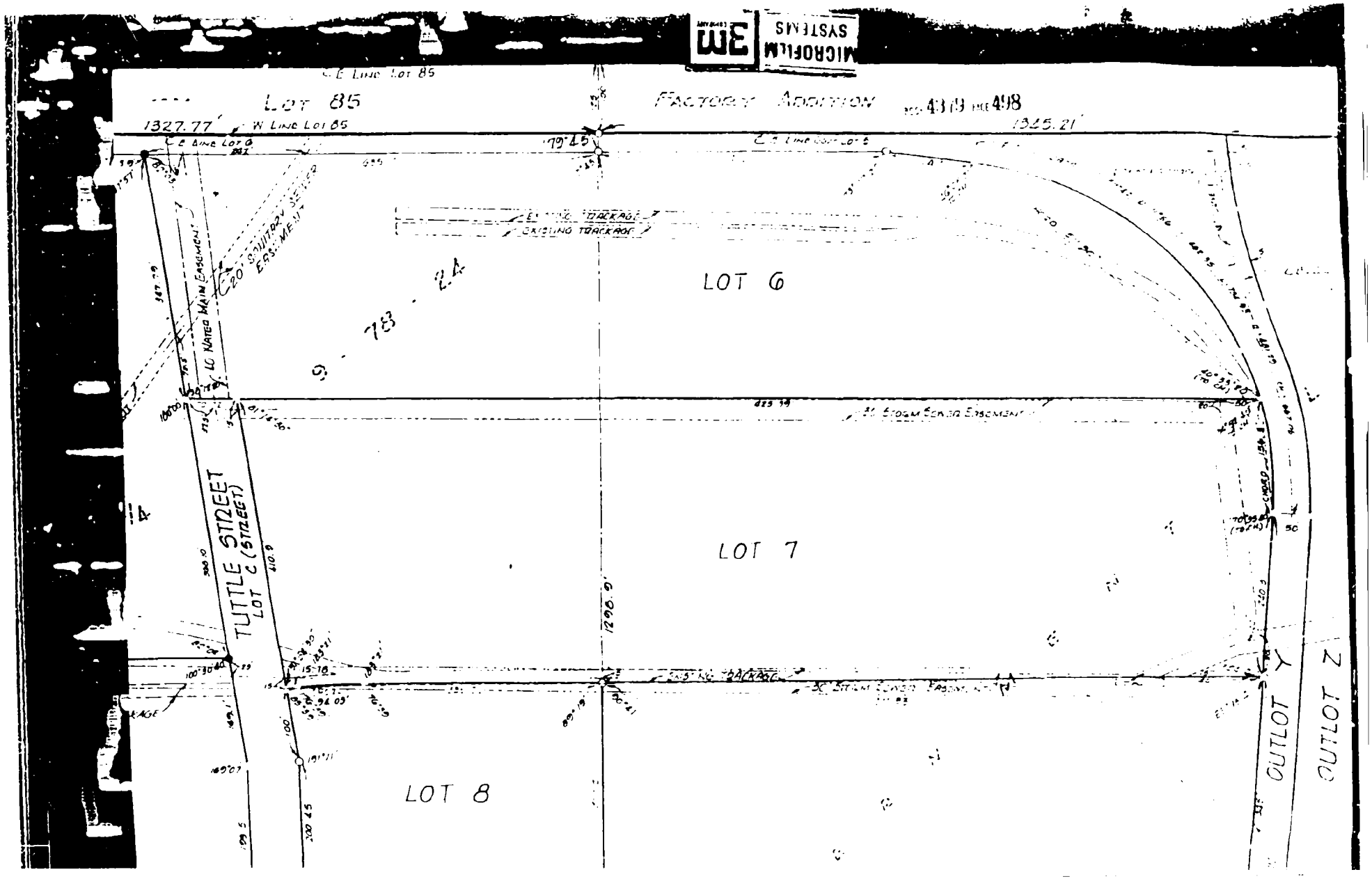
BE IT REMEMBERED, that on this 21st day of November A. D. 19 72, before me [illegible], a notary public within and for said county, personally appeared [illegible] and ____

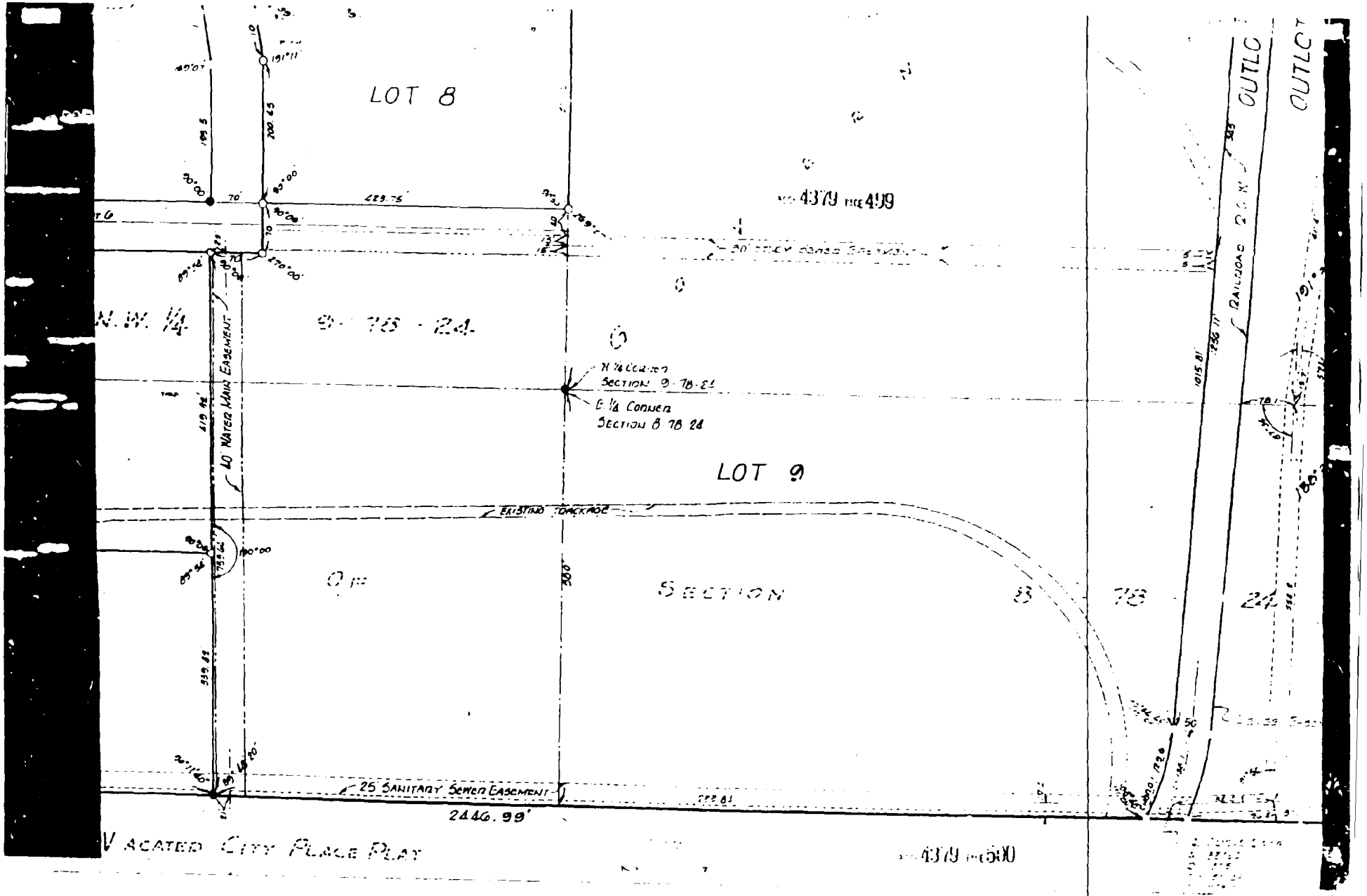
to me known to be the identical persons named in and who executed the foregoing instrument and acknowledged that they executed the same as their voluntary act and deed for the purpose therein set forth.

[illegible]
Notary Public in and for Polk County, Iowa.

C.D.M. 4-123

BOOK 4379 PAGE 497




LOT 8
LOT 9
N.W. 1/4
9-78-24
SECTION 33 78 24
OUTLOT
RAILROAD
40' WATER MAIN EASEMENT
EXISTING TOWNROAD
25' SANITARY SEWER EASEMENT
2446.99'
VACATED CITY PLACE PLAT
N 1/4 Corner Section 9-78-24
E 1/4 Corner Section 8-78-24
Vol 4379 Pg 499
Vol 4379 Pg 500

AFFIDAVIT CONFIRMING ERROR ON PLAT

PREPARED BY Waldron Engineering
AGENT OF OWNERS IN POSSESSION OF THE REAL ESTATE INVOLVED HEREIN.

STATE OF IOWA,
COUNTY OF POLK, SS

C-(1) 403

I, CHARLES P. WALDRON, of WALDRON ENGINEERING CO. DES MOINES, IOWA, being first duly sworn, on oath do depose and say:

1. That I am a duly Registered Land Surveyor under the laws of the State of Iowa and prepared the original plat known as CENTRAL DES MOINES INDUSTRIAL PARK, and recorded in the records of the Polk County Recorder, Book "Q", Page 403

2. That an appreciable error or omission in the data shown on said plat has been detected by subsequent examination or revealed by retracement of the lines during the original survey of the lands as shown on the plans and by this affidavit, I am confirming that error or omission was made.

3. That the error is as follows: The storm sewer easement between lot 7 and lots 8 & 9, Central Des Moines Industrial Park in erroniously located.

4. That said error should be corrected as follows: Exhibit "A" attached hereto shows the location of the storm sewer and the correct easement should be 15 ft either side.

5. That I make this affidavit in order that the same may be filed for record under the provision of Section 409.32 of the Code of Iowa, as amended.

Dated at Des Moines, IA, this 9th day of September, 19 83

Charles P. Waldron — 3133-Iowa
Name — Registration No.

Subscribed in my presence and sworn to before me by the said Charles P. Waldron, this 9 day of September, 1983

Harold G. Kinney
Notary Public

HAROLD G. KINNEY — Iowa — NOTARIAL SEAL

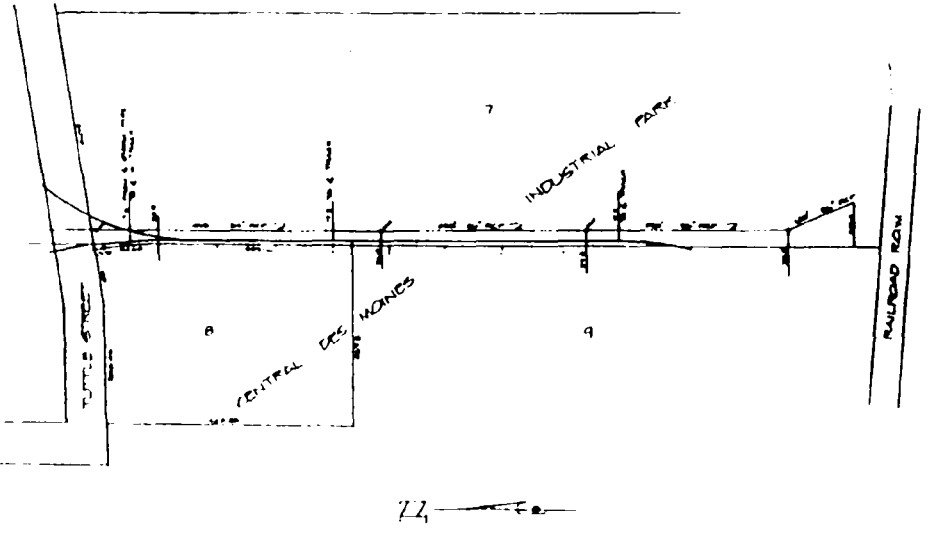
INST NO. 12052
POLK COUNTY, IOWA
FILED FOR RECORD
SEP 09 1983
AT 11:52 A.M.
KATIE SHINSTINE HOLSCHUH, Recorder
By Deputy

If included in the City of Des Moines, approved by Land Records, Engineering Department, City of Des Moines, Iowa.

Signed Michael M. Klapp Date 5-27-83
Michael M. Klapp, L.S. Reg. 4821

BK 5283 PG 676

EXHIBIT "B"



WALDRON ENGINEERING COMPANY

5283 677

5825
992

202
49218
POLK

ARTICLES OF MERGER

OF

DES MOINES UNION RAILWAY COMPANY

INTO

NORFOLK AND WESTERN RAILWAY COMPANY

INST. No. 047471
POLK COUNTY, IOWA
FILED FOR RECORD 20
AT 9:51 MAR 08 1989 A.M. P.M.
TIMOTHY J. BRIEN, Recorder
By J Bumight Deputy

Pursuant to Sections 496A.72 and 496A.74 of the Iowa Code Annotated, Norfolk and Western Railway Company ("NW"), a Virginia corporation and the surviving corporation in the merger (the "Merger") of Des Moines Union Railway Company, an Iowa corporation ("DMU"), into NW, hereby sets forth the following Articles of Merger:

FIRST: The Plan of Merger ("Plan of Merger") is as follows:

1. Parties to Merger. Des Moines Union Railway Company ("DMU"), an Iowa corporation, shall be merged into Norfolk and Western Railway Company ("NW"), a Virginia corporation. DMU is a subsidiary corporation of NW. NW is the owner of all the outstanding shares of stock of DMU and NW shall be the surviving corporation as a result of the merger.

2. Name of the Surviving Corporation. The name which the surviving corporation shall have after the merger shall be:

Norfolk and Western Railway Company

3. Terms and Conditions. The merger shall occur on such date and at such time as shall be specified in the Articles of Merger (the "Merger Date"). On the Merger Date, the merger shall have the effect stated in Section 13.1-721 of the Code of Virginia and Section 496A.73 of the Iowa Code Annotated. This Plan of Merger may be abandoned by DMU and NW at any time prior to the Merger Date pursuant to resolutions of the boards of directors of both companies.

4. Conversion of Shares. On the Merger Date, each share of common stock of DMU then issued shall be cancelled and all certificates theretofore representing shares of common stock of DMU shall

NAME
ADDRESS
CITY STATE ZIP

4

SOS $50.00
0221091534 0.0001 2930UNE86

be cancelled and cease to represent any interest in DMU. No cash or shares or securities or obligations will be distributed or issued upon cancellation of the shares of common stock of DMU. Each share of stock of NW outstanding immediately prior to the Merger Date shall remain outstanding immediately after the Merger Date as an identical share of NW, the surviving corporation.

5. Miscellaneous. The merger will not effect any changes in the terms or provisions of the Articles of Incorporation or Bylaws of NW, the surviving corporation.

SECOND: DMU, the subsidiary corporation, has outstanding four thousand (4,000) shares of common stock, its only class of stock, all of which shares are owned by NW, the surviving corporation. Pursuant to the provisions of Section 13.1-719 of the Code of Virginia and Section 496A.72 of the Iowa Code Annotated, approval of the Merger by the shareholders of NW and DMU was not required. NW, the surviving corporation, is the owner of all the outstanding shares of stock of DMU. The Plan of Merger was duly adopted and approved by resolution of the Board of Directors of NW by unanimous written consent action dated January 25, 1989, in lieu of a meeting in accordance with Sections 13.1-719 and 13.1-685 of the Code of Virginia.

THIRD: NW, the surviving corporation, is the owner of all the issued shares of DMU and waived the mailing of a copy of the Plan of Merger.

FOURTH: NW hereby agrees that it may be served with process in the State of Iowa in any proceeding for the enforcement of any obligation of DMU and in any proceeding for the enforcement of the rights of a dissenting shareholder of DMU against NW, and NW hereby irrevocably appoints the Secretary of State of Iowa as its agent to accept service of process in any such proceeding. NW also agrees that it will promptly pay to the dissenting shareholders of DMU, if any, the amount to which they shall be entitled under the provisions of the Iowa Business Corporation Act with respect to the rights of dissenting shareholders.

FIFTH: The Merger shall become effective and be deemed to be completely consummated at 12:01 a.m. on March 1, 1989. The certificate of merger shall become effective at 12:01 a.m. on March 1, 1989.

IN WITNESS WHEREOF, we have hereunto set our hands this 17th day of February, 1989.

NORFOLK AND WESTERN RAILWAY COMPANY

By: _____
John R. Turbyfill
Vice President-Finance

ATTEST: _____
Mahlon D. Edwards
Corporate Secretary

COMMONWEALTH OF VIRGINIA)
) ss.:
CITY OF NORFOLK)

On this 17th day of February, 1989, before me a Notary Public, personally appeared John R. Dooley, Jr., to me personally known, who, being by me duly sworn, says he is a Vice President-Finance of Norfolk and Western Railway Company, that the seal affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Notary Public

My Commission expires:

JULY 16, 1990

FILED in the Office of the Secretary of State of Iowa
By: Duncan Fries - Vice Pres. Corp. Secy PH
(Feb 21 1989) Ex Equitable Bldg
Des Moines, Ia 503
Cert. No. C117234 ELAINE BAXTER, Secretary of State

56.00

RETURN TO:

This instrument prepared by:
B. Louise Bugg, Esq.
Norfolk Southern Corporation
Suite 1702, One Georgia Center
600 West Peachtree St., NW
Atlanta, Georgia 30308-3603
(404) 527-3212

FILED FOR RECORD
POLK COUNTY, IOWA

00 APR 25 P 2:07.4

TIMOTHY J. BRIEN
RECORDER

P&Z 31.00
Chg 25.00

Date 4-17-00
Agenda Item 46
Roll Call # 00-1069

INST # 081245
RECORDING FEE 51.00
AUDITOR FEE 5.00

STATE OF IOWA

COUNTY OF POLK

C

TK

397161

OUTCLAIM DEED

NORFOLK SOUTHERN RAILWAY COMPANY, a Virginia corporation, whose address is Three Commercial Place, Norfolk, Virginia 23510-2191 ("Grantor"), for and in consideration of the sum of One Dollar ($1.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and pursuant to authority given by the Board of Directors of the corporation does hereby release and quitclaim unto the CITY OF DES MOINES, IOWA, a municipality existing and operating under the laws of the State of Iowa, whose mailing address is City Hall, 400 East First Street, Des Moines, Iowa 50309 ("Grantee"), without warranty of any kind and subject to the covenants and conditions as hereinafter set forth, all of Grantor's right, title, and interest in and to the following described real estate situated in the County of Polk, State of Iowa:

See Exhibits A - B, attached hereto and incorporated herein by this reference.

Exemption No. 14.

SUBJECT, however, to any and all covenants, leases, licenses, easements, restrictions, and conditions, whether or not of record.

Entered upon transfer books and for taxation this 25 day of April 20.00. by fee $5.00 collected by transfer.
MICHAEL A. MAURO
Auditor

BK8478PG395

By acceptance of this Deed, Grantee agrees that it accepts the property described herein "as is" and acknowledges that Seller has not made any express or implied representation or warranty with respect to the condition or suitability of the Premises, including, but not limited to, the condition of the soil, the presence of the hazardous materials, substances, wastes or other environmentally regulated substances, or other contaminants in the soil or improvements – whether known or unknown and other physical characteristics.

IN WITNESS WHEREOF, Grantor has caused these presents to be executed by its Real Estate Manager and its corporate seal attested to by its Assistant Secretary to be hereunto affixed, this 6th day of April, 2000.

ATTEST:

NORFOLK SOUTHERN RAILWAY COMPANY
By LHE

Assistant Secretary

Real Estate Manager

SEAL 1894

BK8478PG396

STATE OF GEORGIA)

COUNTY OF FULTON)

On this 6th day of April, 2000, before me, a Notary Public, in and for said County, personally appeared S.G. Portnell, to me personally known, who being by me duly sworn did say that the person is Real Estate Manager of said NORFOLK SOUTHERN RAILWAY COMPANY, that the seal affixed to said instrument is the seal of said corporation and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and the said Mary Ann Mullady acknowledged the execution of said instrument to be the voluntary act and deed of said corporation by it voluntarily executed.

Sheron W. Mull
Notary Public

My Commission Expires: Notary Public, Fayette County, Georgia My Commission Expires May 21, 2002

BLB:
1/6/2000
LAQCDNW.WP
1024295qcd.wpd

BK8478PG397

I, Donna V. Boetel-Baker, City Clerk of the City of Des Moines, Iowa, do hereby certify that the within and foregoing Quit Claim Deed was duly approved and accepted by the City Council of said City of Des Moines by Resolution and Roll Call No. 00-1069 passed on the 17th day of april, 2000, and this certificate is made pursuant to authority contained in said Resolution.

Signed this 24th day of april, 2000.

Donna V. Boetel-Baker

Donna V. Boetel-Baker, CMC/AAE
City Clerk of the City of Des Moines, Iowa

BK8478PG398

EXHIBIT A

ALL THAT PART OF LOT 9 IN CENTRAL DES MOINES INDUSTRIAL PARK, AN OFFICIAL PLAT, ALL NOW INCLUDED IN AND FORMING A PART OF THE CITY OF DES MOINES, POLK COUNTY, IOWA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID LOT 9; THENCE NORTH 85°(DEGREES) 27' (MINUTES) 44" (SECONDS) WEST (ASSUMED BEARING FOR THE PURPOSE OF THIS DESCRIPTION) ON THE SOUTH LINE OF SAID LOT 9 A DISTANCE OF 406.81 FEET TO THE POINT OF BEGINNING OF THE PARCEL HEREIN DESCRIBED; THENCE CONTINUING NORTH 85°27'44" WEST ON THE SOUTH LINE OF SAID LOT 9 A DISTANCE OF 536.04 FEET; THENCE NORTH 04°37'22" EAST A DISTANCE OF 79.72 FEET; THENCE NORTHEASTERLY ON A 312.09-FOOT RADIUS CURVE CONCAVE NORTHWESTERLY AND HAVING A 145.12-FOOT LONG CHORD BEARING NORTH 54°45'41" EAST A DISTANCE OF 146.45 FEET (ARC LENGTH); THENCE NORTHEASTERLY ON A 520.07-FOOT RADIUS CURVE CONCAVE NORTHWESTERLY AND HAVING A 179.75-FOOT LONG CHORD BEARING NORTH 31°21'58" EAST A DISTANCE OF 180.66 FEET (ARC LENGTH); THENCE SOUTH 89°44'56" EAST A DISTANCE OF 702.13 FEET; THENCE SOUTHWESTERLY ON A 420.81-FOOT RADIUS CURVE CONCAVE NORTHWESTERLY AND HAVING A 249.24-FOOT LONG CHORD BEARING SOUTH 22°01'16" WEST A DISTANCE OF 253.03 FEET (ARC LENGTH); THENCE SOUTHWESTERLY ON A 343.07-FOOT RADIUS CURVE CONCAVE NORTHWESTERLY AND HAVING A 318.37-FOOT LONG CHORD BEARING SOUTH 66°53'33" WEST A DISTANCE OF 331.06 FEET (ARC LENGTH) TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINING APPROXIMATELY 255,088 SQUARE FEET, OR 5.86 ACRES (ALL IN CO. PARCEL NO. 020-00169-010-000) AND BEING SUBSTANTIALLY AS SHOWN ON PLAT PREPARED BY UST ENVIRONMENTAL & INFRASTRUCTURE FOR THE CITY OF DES MOINES, LAST REVISED JUNE 30, 1999, WHICH PLAT IS INCORPORATED HEREIN BY THIS REFERENCE.

3
4-26-00

EXHIBIT B

ALL THAT PART OF LOTS 6, 7 AND 9 IN CENTRAL DES MOINES INDUSTRIAL PARK, AN OFFICIAL PLAT, ALL NOW INCLUDED IN AND FORMING A PART OF THE CITY OF DES MOINES, POLK COUNTY, IOWA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

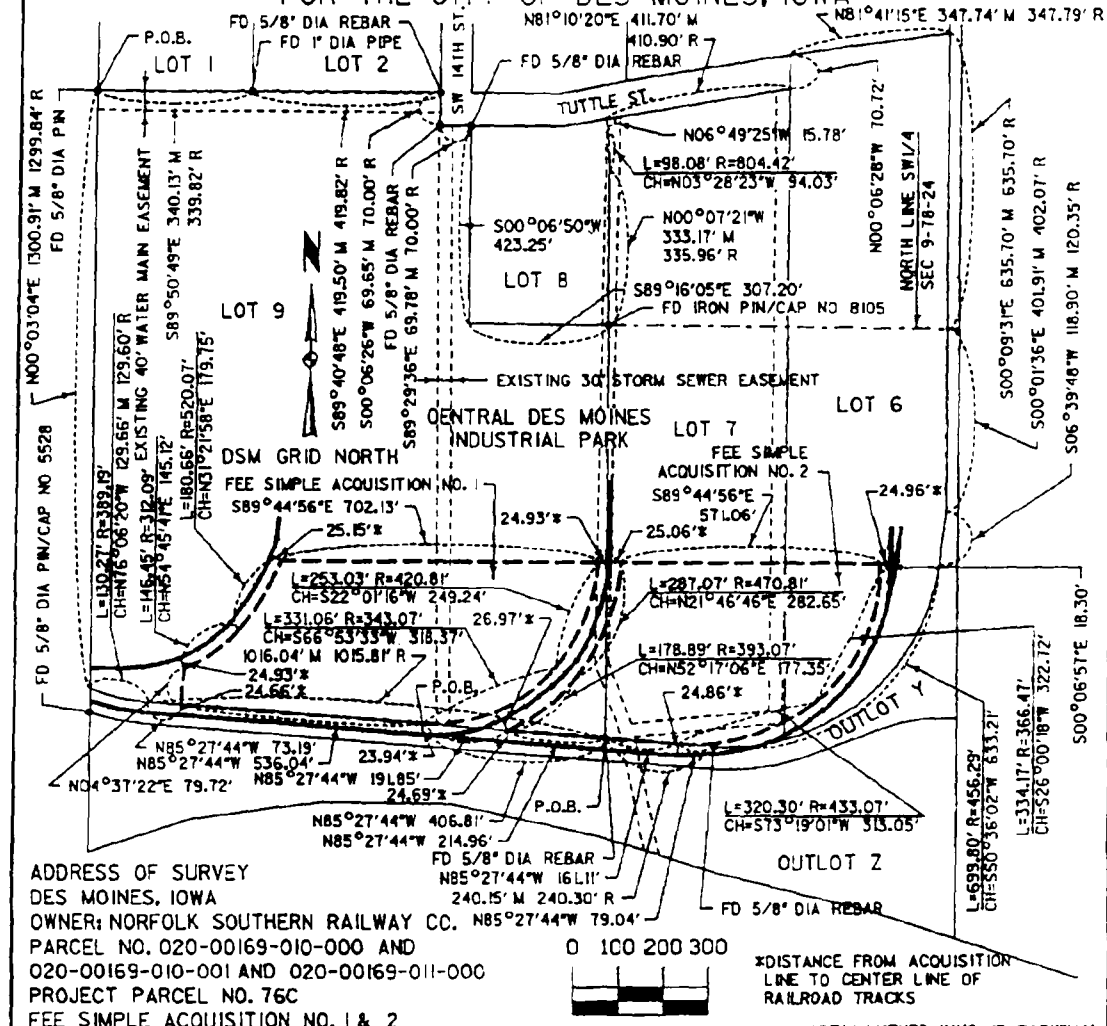
BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT 9; THENCE NORTH 85° (DEGREES) 27' (MINUTES) 44" (SECONDS) WEST (ASSUMED BEARING FOR THE PURPOSE OF THIS DESCRIPTION) ON THE SOUTH LINE OF SAID LOT 9 A DISTANCE OF 214.96 FEET; THENCE NORTHEASTERLY ON A 393.07-FOOT RADIUS CURVE CONCAVE NORTHWESTERLY AND HAVING A 177.35-FOOT LONG CHORD BEARING NORTH 52°17'06" EAST A DISTANCE OF 178.89 FEET (ARC LENGTH); THENCE NORTHEASTERLY ON A 470.81-FOOT RADIUS CURVE CONCAVE NORTHWESTERLY AND HAVING A 282.65-FOOT LONG CHORD BEARING NORTH 21°46'46" EAST A DISTANCE OF 287.07 FEET (ARC LENGTH); THENCE SOUTH 89°44'56" EAST A DISTANCE OF 571.06 FEET; THENCE SOUTH 00°06'57" EAST A DISTANCE OF 18.30 FEET; THENCE SOUTHWESTERLY ON A 366.47-FOOT RADIUS CURVE CONCAVE NORTHWESTERLY AND HAVING A 322.72-FOOT LONG CHORD BEARING SOUTH 26°00'18" WEST A DISTANCE OF 334.17 FEET (ARC LENGTH); THENCE SOUTHWESTERLY ON A

433.07-FOOT RADIUS CURVE CONCAVE NORTHWESTERLY AND HAVING A 313.05-FOOT LONG CHORD BEARING SOUTH 73°19'01" WEST A DISTANCE OF 320.30 FEET (ARC LENGTH) TO THE SOUTH LINE OF SAID LOT 7; THENCE NORTH 85°27'44" WEST ON THE SOUTH LINE OF SAID LOT 7 A DISTANCE OF 161.11 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINING APPROXIMATELY 224,871 SQUARE FEET, OR 5.16 ACRES (ALL IN CO. PARCEL NO. 020-00169-010-000), AND BEING SUBSTANTIALLY AS SHOWN ON PLAT PREPARED BY RUST ENVIRONMENTAL & INFRASTRUCTURE FOR THE CITY OF DES MOINES, LAST REVISED JUNE 30, 1999, WHICH PLAT IS INCORPORATED HEREIN BY THIS REFERENCE.

ACQUISITION PLAT

FOR THE CITY OF DES MOINES, IOWA



ADDRESS OF SURVEY
DES MOINES, IOWA
OWNER: NORFOLK SOUTHERN RAILWAY CO.
PARCEL NO. 020-00169-010-000 AND
020-00169-010-001 AND 020-00169-011-000
PROJECT PARCEL NO. 76C
FEE SIMPLE ACQUISITION NO. 1 & 2

0 100 200 300
SCALE

*DISTANCE FROM ACQUISITION LINE TO CENTER LINE OF RAILROAD TRACKS

MARTIN LUTHER KING JR PARKWAY
W.O. NO. 0228-99-003

RUST ENVIRONMENT & INFRASTRUCTURE
DES MOINES, IOWA
(515) 244-1470

EXHIBIT _____ SHEET 1 OF 4

REV/BY:DATE
BJS:6-30-99
BJS:5-10-99
BJS:3-24-99
BJS:12-14-98

LICENSED LAND SURVEYOR
LARRY L. KARSTNER
6132
IOWA

I hereby certify that this Land Surveying document was prepared 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.

Larry L. Karstner 03/29/00
LARRY L. KARSTNER Date
License number 6132
My license renewal date is December 31, 2000.
Pages or sheets covered by this seal:
Sheets 1-4 of 4

BK8478PG401

ACQUISITION PLAT

FOR THE CITY OF DES MOINES, IOWA

LEGAL DESCRIPTION: FEE SIMPLE ACQUISITION NO. 1

ALL THAT PART OF LOT 9 IN CENTRAL DES MOINES INDUSTRIAL PARK, AN OFFICIAL PLAT, ALL NOW INCLUDED IN AND FORMING A PART OF THE CITY OF DES MOINES, POLK COUNTY, IOWA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID LOT 9; THENCE NORTH 85° (DEGREES) 27' (MINUTES) 44" (SECONDS) WEST (ASSUMED BEARING FOR THE PURPOSE OF THIS DESCRIPTION) ON THE SOUTH LINE OF SAID LOT 9 A DISTANCE OF 406.81 FEET TO THE POINT OF BEGINNING OF THE PARCEL HEREIN DESCRIBED; THENCE CONTINUING NORTH 85°27'44" WEST ON THE SOUTH LINE OF SAID LOT 9 A DISTANCE OF 536.04 FEET; THENCE NORTH 04°37'22" EAST A DISTANCE OF 79.72 FEET; THENCE NORTHEASTERLY ON A 312.09-FOOT RADIUS CURVE CONCAVE NORTHWESTERLY AND HAVING A 145.12-FOOT LONG CHORD BEARING NORTH 54°45'41" EAST A DISTANCE OF 146.45 FEET (ARC LENGTH); THENCE NORTHEASTERLY ON A 520.07-FOOT RADIUS CURVE CONCAVE NORTHWESTERLY AND HAVING A 179.75-FOOT LONG CHORD BEARING NORTH 31°21'58" EAST A DISTANCE OF 180.66 FEET (ARC LENGTH); THENCE SOUTH 89°44'56" EAST A DISTANCE OF 702.13 FEET; THENCE SOUTHWESTERLY ON A 420.81-FOOT RADIUS CURVE CONCAVE NORTHWESTERLY AND HAVING A 249.24-FOOT LONG CHORD BEARING SOUTH 22°01'16" WEST A DISTANCE OF 253.03 FEET (ARC LENGTH); THENCE SOUTHWESTERLY ON A 343.07-FOOT RADIUS CURVE CONCAVE NORTHWESTERLY AND HAVING A 318.37-FOOT LONG CHORD BEARING SOUTH 66°53'33" WEST A DISTANCE OF 331.06 FEET (ARC LENGTH) TO THE POINT OF BEGINNING.

BY SURVEY CONTAINING 255,088 SQUARE FEET, OR 5.86 ACRES (ALL IN CO. PARCEL NO. 020-00169-010-000).

LEGAL DESCRIPTION: FEE SIMPLE ACQUISITION NO. 2

ALL THAT PART OF LOTS 6, 7 AND 9 IN CENTRAL DES MOINES INDUSTRIAL PARK, AN OFFICIAL PLAT, ALL NOW INCLUDED IN AND FORMING A PART OF THE CITY OF DES MOINES, POLK COUNTY, IOWA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT 9; THENCE NORTH 85° (DEGREES) 27' (MINUTES) 44" (SECONDS) WEST (ASSUMED BEARING FOR THE PURPOSE OF THIS DESCRIPTION) ON THE SOUTH LINE OF SAID LOT 9 A DISTANCE OF 214.96 FEET; THENCE NORTHEASTERLY ON A 393.07-FOOT RADIUS CURVE CONCAVE NORTHWESTERLY AND HAVING A 177.35-FOOT LONG CHORD BEARING NORTH 52°17'06" EAST A DISTANCE OF 178.89 FEET (ARC LENGTH); THENCE NORTHEASTERLY ON A 470.81-FOOT RADIUS CURVE CONCAVE NORTHWESTERLY AND HAVING A 282.65-FOOT LONG CHORD BEARING NORTH 21°46'46" EAST A DISTANCE OF 287.07 FEET (ARC LENGTH); THENCE SOUTH 89°44'56" EAST A DISTANCE OF 571.06 FEET; THENCE SOUTH 00°06'57" EAST A DISTANCE OF 18.30 FEET; THENCE SOUTHWESTERLY ON A 366.47-FOOT RADIUS CURVE CONCAVE NORTHWESTERLY AND HAVING A 322.72-FOOT LONG CHORD BEARING SOUTH 26°00'18" WEST A DISTANCE OF 334.17 FEET (ARC LENGTH); THENCE SOUTHWESTERLY ON A

ADDRESS OF SURVEY
DES MOINES, IOWA
OWNER: NORFOLK SOUTHERN RAILWAY CO.
PARCEL NO. 020-00169-010-000 AND
020-00169-010-001 AND 020-00169-011-000
PROJECT PARCEL NO. 76C
FEE SIMPLE ACQUISITION NO. 1 & 2

MARTIN LUTHER KING JR PARKWA
W.O. NO. 0226-99-003

	RUST ENVIRONMENT & INFRASTRUCTURE DES MOINES, IOWA (515) 244-1470
BJS:6-30-99	
BJS:5-10-99	EXHIBIT _____ SHEET 2 OF _
BJS:3-24-99	
BJS:12-14-98	
REV/BY:DATE	

BK8178PG402

ACQUISITION PLAT

FOR THE CITY OF DES MOINES, IOWA

433.07-FOOT RADIUS CURVE CONCAVE NORTHWESTERLY AND HAVING A 313.05-FOOT LONG CHORD BEARING SOUTH 73°19'01" WEST A DISTANCE OF 320.30 FEET (ARC LENGTH) TO THE SOUTH LINE OF SAID LOT 7; THENCE NORTH 85°27'44" WEST ON THE SOUTH LINE OF SAID LOT 7 A DISTANCE OF 161.11 FEET TO THE POINT OF BEGINNING.

BY SURVEY CONTAINING 224,871 SQUARE FEET, OR 5.16 ACRES (ALL IN CO. PARCEL NO. 020-00169-010-000).

LEGAL DESCRIPTION: REMAINDER

ALL THAT PART OF LOTS 6, 7 AND 9 IN CENTRAL DES MOINES INDUSTRIAL PARK, AN OFFICIAL PLAT, ALL NOW INCLUDED IN AND FORMING A PART OF THE CITY OF DES MOINES, POLK COUNTY, IOWA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 9; THENCE SOUTH 89° (DEGREES) 50' (MINUTES) 49" (SECONDS) EAST (ASSUMED BEARING FOR THE PURPOSE OF THIS DESCRIPTION) ON THE NORTH LINE OF SAID LOT 9 A DISTANCE OF 340.13 FEET (339.82 FEET RECORD) TO THE SOUTHEAST CORNER OF LOT 1, CENTRAL DES MOINES INDUSTRIAL PARK; THENCE SOUTH 89°40'48" EAST ON THE NORTH LINE OF SAID LOT 9 A DISTANCE OF 419.50 FEET (419.82 FEET RECORD) TO THE SOUTHEAST CORNER OF LOT 2, CENTRAL DES MOINES INDUSTRIAL PARK, ALSO BEING THE PRESENT EASTERLY RIGHT-OF-WAY LINE OF S.W. 14TH STREET; THENCE SOUTH 00°06'26" WEST ON THE PRESENT EASTERLY RIGHT-OF-WAY LINE OF S.W. 14TH STREET A DISTANCE OF 69.65 FEET (70.00 FEET RECORD) TO THE PRESENT SOUTHERLY RIGHT-OF-WAY LINE OF TUTTLE STREET; THENCE SOUTH 89°29'36" EAST ON THE PRESENT SOUTHERLY RIGHT-OF-WAY LINE OF TUTTLE STREET A DISTANCE OF 69.78 FEET (70.00 FEET RECORD) TO THE NORTHWEST CORNER OF LOT 8, CENTRAL DES MOINES INDUSTRIAL PARK; THENCE SOUTH 00°06'50" WEST ON THE WEST LINE OF SAID LOT 8 A DISTANCE OF 423.25 FEET TO THE SOUTHWEST CORNER OF SAID LOT 8; THENCE SOUTH 89°16'05" EAST ON THE SOUTH LINE OF SAID LOT 8 A DISTANCE OF 307.20 FEET TO THE SOUTHEAST CORNER OF SAID LOT 8; THENCE NORTH 00°07'21" WEST ON THE EAST LINE OF SAID LOT 8 A DISTANCE OF 333.17 FEET (335.96 FEET RECORD); THENCE NORTHERLY ON THE EAST LINE OF SAID LOT 8 ON AN 804.42-FOOT RADIUS CURVE CONCAVE WESTERLY AND HAVING A 94.03-FOOT LONG CHORD BEARING NORTH 03°28'23" WEST A DISTANCE OF 98.08 FEET (ARC LENGTH); THENCE NORTH 06°49'25" WEST ON THE EAST LINE OF SAID LOT 8 A DISTANCE OF 15.78 FEET TO THE PRESENT SOUTHERLY RIGHT-OF-WAY LINE OF TUTTLE STREET, ALSO BEING THE NORTHWEST CORNER OF SAID LOT 7; THENCE NORTH 81°10'20" EAST ON THE NORTH LINE OF SAID LOT 7 A DISTANCE OF 411.70 FEET (410.90 FEET RECORD) TO THE WEST LINE OF SAID LOT 6; THENCE NORTH 00°06'28" WEST ON THE WEST LINE OF SAID LOT 6 A DISTANCE OF 70.72 FEET TO THE NORTHWEST CORNER OF SAID LOT 6; THENCE NORTH 81°41'15" EAST ON THE NORTH LINE OF SAID LOT 6 A DISTANCE OF 347.74 FEET (347.79 FEET RECORD) TO THE NORTHEAST CORNER OF SAID LOT 6; THENCE SOUTH 00°09'31" EAST ON THE EAST LINE OF SAID LOT 6 A DISTANCE OF 635.70 FEET TO THE NORTH LINE OF THE SOUTHWEST 1/4 OF SECTION 9, TOWNSHIP 78 NORTH, RANGE 24 WEST OF THE FIFTH PRINCIPAL MERIDIAN, POLK COUNTY, IOWA; THENCE SOUTH 00°01'36" EAST ON THE

ADDRESS OF SURVEY
DES MOINES, IOWA
OWNER: NORFOLK SOUTHERN RAILWAY CO.
PARCEL NO. 020-00169-010-000 AND
020-00169-010-001 AND 020-00169-011-000
PROJECT PARCEL NO. 76C
FEE SIMPLE ACQUISITION NO. 1 & 2

MARTIN LUTHER KING JR PARKWAY
W.O. NO. 0228-99-003

BJS:6-30-99	RUST ENVIRONMENT & INFRASTRUCTURE DES MOINES, IOWA (515) 244-1470
BJS:5-10-99	EXHIBIT _____ SHEET 3 OF 4
BJS:3-24-99	
BJS:12-14-98	
REV/BY:DATE	

BK8478PG403

ACQUISITION PLAT

FOR THE CITY OF DES MOINES, IOWA

EAST LINE OF SAID LOT 6 A DISTANCE OF 401.91 FEET (402.07 FEET RECORD); THENCE SOUTH 06°39'48" WEST ON THE EAST LINE OF SAID LOT 6 A DISTANCE OF 118.90 FEET (120.35 FEET RECORD); THENCE SOUTHWESTERLY ON THE SOUTHEASTERLY LINE OF SAID LOTS 6 AND 7 ON A 456.29-FOOT RADIUS CURVE CONCAVE NORTHWESTERLY AND HAVING A 633.21-FOOT LONG CHORD BEARING SOUTH 50°36'02" WEST A DISTANCE OF 699.80 FEET (ARC LENGTH); THENCE NORTH 85°27'44" WEST ON THE SOUTH LINE OF SAID LOT 7 A DISTANCE OF 79.04 FEET; THENCE NORTHEASTERLY ON A 433.07-FOOT RADIUS CURVE CONCAVE NORTHWESTERLY AND HAVING A 313.05-FOOT LONG CHORD BEARING NORTH 73°19'01" EAST A DISTANCE OF 320.30 FEET (ARC LENGTH); THENCE NORTHEASTERLY ON A 366.47-FOOT RADIUS CURVE CONCAVE NORTHWESTERLY AND HAVING A 322.72-FOOT LONG CHORD BEARING NORTH 26°00'18" EAST A DISTANCE OF 334.17 FEET (ARC LENGTH); THENCE NORTH 00°06'57" WEST A DISTANCE OF 18.30 FEET; THENCE NORTH 89°44'56" WEST A DISTANCE OF 571.06 FEET; THENCE SOUTHWESTERLY ON A 470.81-FOOT RADIUS CURVE CONCAVE NORTHWESTERLY AND HAVING A 282.65-FOOT LONG CHORD BEARING SOUTH 21°46'46" WEST A DISTANCE OF 287.07 FEET (ARC LENGTH); THENCE SOUTHWESTERLY ON A 393.07-FOOT RADIUS CURVE CONCAVE NORTHWESTERLY AND HAVING A 177.35-FOOT LONG CHORD BEARING SOUTH 52°17'06" WEST A DISTANCE OF 178.89 FEET (ARC LENGTH) TO THE SOUTH LINE OF SAID LOT 9; THENCE NORTH 85°27'44" WEST ON THE SOUTH LINE OF SAID LOT 9 A DISTANCE OF 191.85 FEET; THENCE NORTHEASTERLY ON A 343.07-FOOT RADIUS CURVE CONCAVE NORTHWESTERLY AND HAVING A 318.37-FOOT LONG CHORD BEARING NORTH 66°53'33" EAST A DISTANCE OF 331.06 FEET (ARC LENGTH); THENCE NORTHEASTERLY ON A 420.81-FOOT RADIUS CURVE CONCAVE NORTHWESTERLY AND HAVING A 249.24-FOOT LONG CHORD BEARING NORTH 22°01'16" EAST A DISTANCE OF 253.03 FEET (ARC LENGTH); THENCE NORTH 89°44'56" WEST A DISTANCE OF 702.13 FEET; THENCE SOUTHWESTERLY ON A 520.07-FOOT RADIUS CURVE CONCAVE NORTHWESTERLY AND HAVING A 179.75-FOOT LONG CHORD BEARING SOUTH 31°21'58" WEST A DISTANCE OF 180.66 FEET (ARC LENGTH); THENCE SOUTHWESTERLY ON A 312.09-FOOT RADIUS CURVE CONCAVE NORTHWESTERLY AND HAVING A 145.12-FOOT LONG CHORD BEARING SOUTH 54°45'41" WEST A DISTANCE OF 146.45 FEET (ARC LENGTH); THENCE SOUTH 04°37'22" WEST A DISTANCE OF 79.72 FEET TO THE SOUTH LINE OF SAID LOT 9; THENCE NORTH 85°27'44" WEST ON THE SOUTH LINE OF SAID LOT 9 A DISTANCE OF 73.19 FEET; THENCE NORTHWESTERLY ON THE SOUTH LINE OF SAID LOT 9 ON A 389.19-FOOT RADIUS CURVE CONCAVE NORTHEASTERLY AND HAVING A 129.66-FOOT LONG CHORD (129.60-FOOT RECORD) BEARING NORTH 76°06'20" WEST A DISTANCE OF 130.27 FEET (ARC LENGTH) TO THE SOUTHWEST CORNER OF SAID LOT 9; THENCE NORTH 00°03'04" EAST ON THE WEST LINE OF SAID LOT 9 A DISTANCE OF 1,300.91 FEET (1,299.84 FEET RECORD) TO THE POINT OF BEGINNING.

BY SURVEY CONTAINING 1,952,276 SQUARE FEET, OR 44.82 ACRES (ALL IN CO. PARCEL NO. 020-00169-010-000).

ADDRESS OF SURVEY
DES MOINES, IOWA
OWNER: NORFOLK SOUTHERN RAILWAY CO.
PARCEL NO. 020-00169-010-000 AND
020-00169-010-001 AND 020-00169-011-000
PROJECT PARCEL NO. 76C
FEE SIMPLE ACQUISITION NO. 1 & 2

MARTIN LUTHER KING JR PARKWAY
W.O. NO. 0228-99-003

RUST ENVIRONMENT & INFRASTRUCTURE
DES MOINES, IOWA
(515) 244-1470

REV/BY/DATE	
BJS:6-30-99	
BJS:5-10-99	EXHIBIT
BJS:3-24-99	
BJS:12-14-98	

SHEET 4 OF 4

BK8478PG404

181.00

PD

RETURN TO:
This instrument prepared by:
B. Louise Bugg, Esq.
Norfolk Southern Corporation
Suite 1702, One Georgia Center
600 West Peachtree Street, NW
Atlanta, Georgia 30308-3603

FILED FOR RECORD
POLK COUNTY, IOWA
00 APR 25 P 2: 07.6
TIMOTHY J. BRIEN
RECORDER

Date 4-17-00
Agenda Item 46
Roll Call # 00-706

INST # 081246
RECORDING FEE 181.00
AUDITOR FEE

STATE OF IOWA

COUNTY OF POLK

DEED OF EASEMENT

THIS INDENTURE, made and entered into this 6th day of April, 2000, by and between NORFOLK SOUTHERN RAILWAY COMPANY, a corporation organized and existing under the laws of the Commonwealth of Virginia ("Grantor"), and the CITY OF DES MOINES, a municipal corporation existing under the laws of the State of Iowa ("Grantee"):

WITNESSETH: That Grantor, for and in consideration of the sum of ONE DOLLAR ($1.00), and other valuable consideration, paid by Grantee to Grantor, the receipt whereof is hereby acknowledged, in so far as Grantor's right, title and interest allows and without warranty, does by these presents, GRANT unto Grantee, an easement or right of way for the construction, operation, maintenance and removal of a sewer line over, across, and upon the land as hereinafter described, being situated in Polk County, Iowa, to wit:

397161 1TC

> A PERMANENT EASEMENT OR RIGHT OF WAY over, upon and across parcels of land situate, lying and being in Polk County, Iowa, and being more particularly described on Exhibit A, which exhibit is attached hereto and incorporated herein by this reference.

Grantor further grants unto Grantee, in so far as Grantor's right, title and interest allows and without warranty, grants unto Grantee, an easement or right of way for access to the aforementioned sewer line over, across, and upon the land as hereinafter described, to wit:

> A PERMANENT EASEMENT OR RIGHT OF WAY over, upon and across a parcel of land situate, lying and being in Polk County, Iowa, and being more particularly described on Exhibit B, which exhibit is attached hereto and incorporated herein by this reference.

TOGETHER WITH, Grantor, in so far as Grantor's right, title and interest allows and without warranty, grants unto Grantee, a temporary easement or right of way for the construction of a sewer line over, across, and upon the land as hereinafter described, to wit:

> A TEMPORARY EASEMENT OR RIGHT OF WAY over, upon and across parcels of land situate, lying and being in Polk County, Iowa, and being more particularly described on Exhibit C, which exhibit is attached hereto and incorporated herein by this reference.

SUBJECT, however, to that certain Track Lease Agreement between Norfolk Southern Railway Company (formerly Norfolk and Western Railway Company) and Iowa Interstate Railroad, Ltd., dated June 7, 1995, as well as any and all other leases, easements, conditions and restrictions, as may appear of record or as may be apparent from an examination of the easement areas.

RESERVING, however, unto Grantor, its affiliates, subsidiaries, parent corporations, successors, assigns, licensees and lessees the right to continue to maintain, repair, renew and operate a railroad and appurtenances across the easement areas and to construct such additional track(s) and other railroad facilities across said easement areas and to maintain, repair, renew and operate the same as in the judgment of Grantor, its affiliates, subsidiaries, parent corporations, successors, assigns, licensees and/or lessees may be requisite; it being understood that if Grantor, its affiliates, subsidiaries, parent corporations, successors, assigns, licensees and/or lessees elects or is required to construct any additional tracks or other structures or facilities thereon, and shall find it necessary to disturb any portion of the sewer line or access area located within the limits of said easement areas in so doing, Grantee will, at Grantee's own cost and expense, upon notice in writing so to do served upon it by Grantor, its affiliates, subsidiaries, parent corporations, successors, assigns, licensees and/or lessees, make such changes in said sewer line or access area as may be necessary to accommodate the work of Grantor, its affiliates, subsidiaries, parent corporations, successors, assigns, licensees and/or lessees.

RESERVING, further, unto Grantor, its affiliates, subsidiaries, parent corporations, successors, assigns, licensees and/or lessees the right to install, construct, locate, maintain, repair and renew any fiber optic communications lines and associated structures and facilities related thereto across, under or over said easement area and to maintain, repair, renew and operate the same as in the judgment of Grantor, its affiliates, subsidiaries, parent corporations, successors, assigns, licensees and/or lessees may be requisite; it being understood that if Grantor, its affiliates, subsidiaries, parent corporations, successors, assigns, licensees and/or lessees elects or is required to construct any fiber optic communications line or associated structures or facilities thereon, and shall find it necessary to disturb any portion of the sewer line or access area located within the limits of said easement areas in so doing, Grantee will, at Grantee's own cost and expense, upon notice in writing so to do served upon it by Grantor, its affiliates, subsidiaries, parent corporations, successors, assigns, licensees and/or lessees, make such changes in said sewer line or access area as may be necessary to accommodate the work of Grantor, its affiliates, subsidiaries, parent corporations, successors, assigns, licensees and/or lessees.

TO HAVE AND TO HOLD the above-described easements; PROVIDED, however, that this conveyance is made by Grantor upon the following conditions:

(a) Grantor shall not be required to assume any expense in connection with or incident to any construction, maintenance, use or repair of any facilities located within said easement areas and shall be exempt from any and all charges, costs or assessments of any kind or character on account of the construction, maintenance, use or repair of any facilities located within said easement areas under and across the aforesaid parcel of land or adjacent property of Grantor;

(b) If, at any time, the afore-referenced permanent easements herein granted or any part thereof, shall no longer be used or required by Grantee, its successors or assigns, for the purposes which granted, the same shall terminate and Grantee, its successors or assigns, shall execute such instruments as now provided or as may be hereinafter provided by law to clear title to the aforesaid property;

(c) With respect to the afore-referenced temporary easement, the same shall terminate two years from the date of this Instrument or when Grantee's work is completed, whichever date occurs first;

(d) Grantee shall provide Grantor's Superintendent as well as the Iowa Interstate Railroad's Superintendent with at least forty-eight (48) hours advance notice before entering into any portion of the easement areas lying within fifty (50) feet of a railroad track.

(e) All reasonable care shall be exercised and such precautions taken as Grantor's Superintendent and the Iowa Interstate Railroad's Superintendent, may deem necessary to protect their respective facilities and operations as well as those of Grantor's affiliates, subsidiaries, parent corporations, successors, assigns, licensees and/or other lessees. Grantor, on behalf of itself and the Iowa Interstate Railroad, reserves the right to place watchmen, flagmen, inspectors and supervisors for protection purposes during the operations hereunder and the expense thereof, including the expense of any material furnished, shall be promptly paid by Grantee upon receipt of the bill therefor. In addition to direct wage and material cost, such expense shall include, but shall not be limited to, cost of supervision, traveling expenses, Federal Railroad Retirement and Unemployment Taxes, vacation allowances and all other expense incidental thereto;

(f) Prior to entering the property, Grantee shall furnish Grantor with a Railroad Protective Liability Insurance Policy issued to Grantee and identifying Grantor as well as the Iowa Interstate Railroad, Ltd. as named insureds, with a combined single limit of two million dollars ($2,000,000) for all damages arising out of bodily injury, death, property damage liability, economic loss, and physical damage to property liability per occurrence with an aggregate limit of six million dollars ($6,000,000);

(g) Grantee, for itself and on behalf of its successors and assigns, expressly assumes full responsibility for any and all leakage, spillage, or other contamination of any form which is, in any way, related to Grantee's utilization of the easement areas. Grantee, for itself and on behalf of its successors and assigns, further agrees that it will protect, indemnify and hold harmless Grantor from and against any and all damages, penalties, fines, claims, demands, causes of action, liens, suits, liabilities, costs (including, without limitation, cleanup and remedial action costs), judgments, and expenses (including, without limitation, attorney's and experts' fees and expenses) of every kind and nature suffered by, incurred by (whether voluntarily or by court or administrative order or direction) or asserted against Grantor which are, in any way, related to Grantee's utilization of the easement areas.

(h) Upon the termination of any of the above-referenced easements for any reason, Grantee shall remove all facilities placed within said easement area(s) and restore the property to a condition acceptable to the chief engineering officers of both the Grantor and the Iowa Interstate Railroad, all within sixty (60) days of date of termination.

IN WITNESS WHEREOF, the said Grantor, have caused these presents to be signed by its Real Estate Manager and its corporate seal attested by its Assistant Secretary, to be hereunto affixed the day and year first above written.

ATTEST:

Assistant Secretary

NORFOLK SOUTHERN RAILWAY COMPANY
By

Real Estate Manager

BLB/Deed of Easement
2-11-00

I, Donna V. Boetel-Baker, City Clerk of the City of Des Moines, Iowa, do hereby certify that the within and foregoing Deed of Easement was duly approved and accepted by the City Council of said City of Des Moines by Resolution and Roll Call No. 00-1069, passed on the 17th day of april, 2000, and this certificate is made pursuant to authority contained in said Resolution.

Signed this 24th day of april, 2000

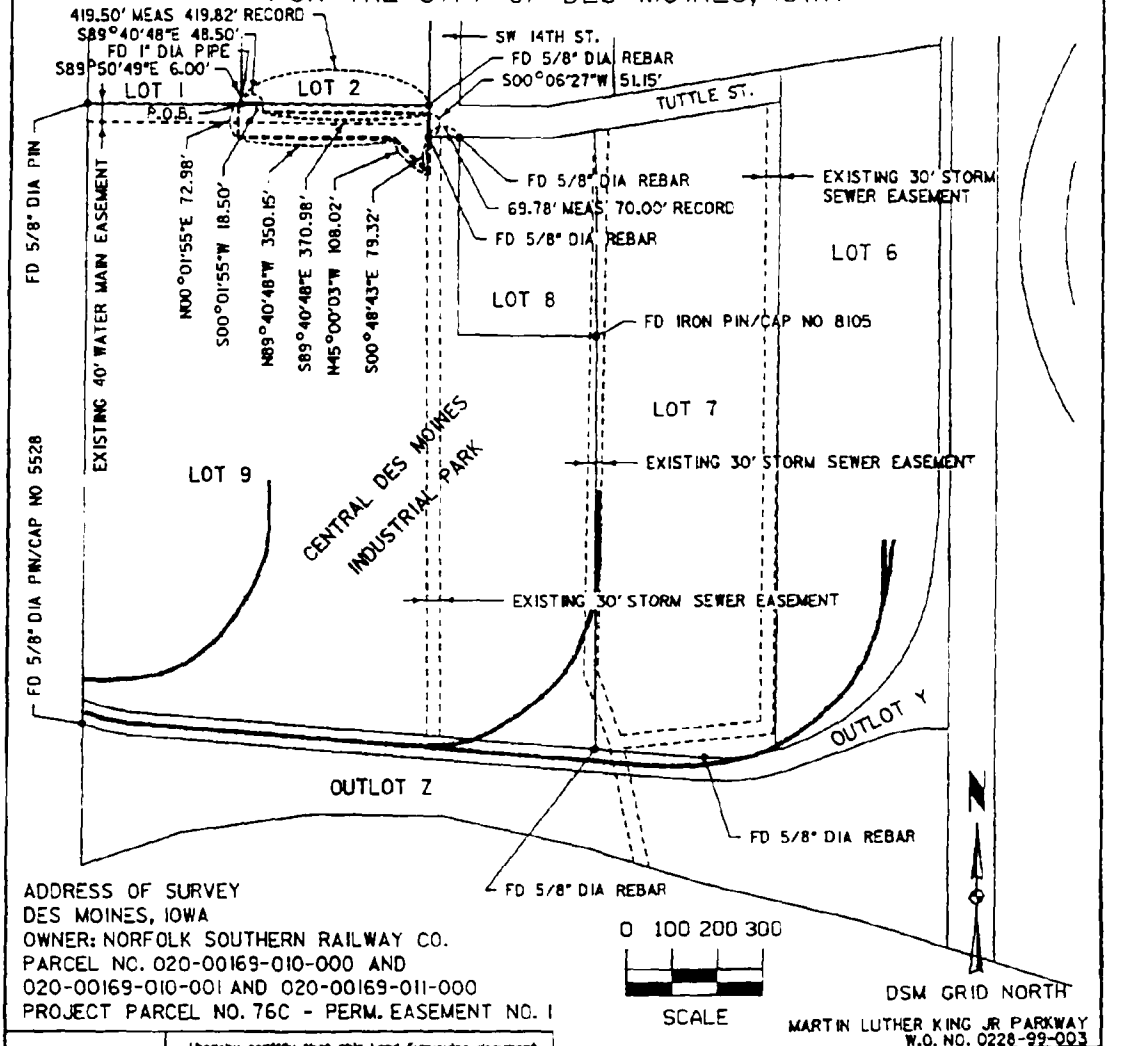
Donna V Boetel Baker

Donna V. Boetel-Baker, CMC/AAE
City Clerk of the City of Des Moines, Iowa

BK8478PG410

ACQUISITION PLAT

FOR THE CITY OF DES MOINES, IOWA



ADDRESS OF SURVEY
DES MOINES, IOWA
OWNER: NORFOLK SOUTHERN RAILWAY CO.
PARCEL NO. 020-00169-010-000 AND
020-00169-010-001 AND 020-00169-011-000
PROJECT PARCEL NO. 76C - PERM. EASEMENT NO. 1

MARTIN LUTHER KING JR PARKWAY
W.O. NO. 0228-99-003

LICENSED LAND SURVEYOR LARRY L. KAESTNER 6632 IOWA

I hereby certify that this Land Surveying document was prepared 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.

Larry L. Kaestner 03/29/00
LARRY L. KAESTNER — Date
License number 6632
My license renewal date is December 31, 2000.
Pages or sheets covered by this seal:
Sheets 1+2 of 2

BJS:6-30-99	RUST ENVIRONMENT & INFRASTRUCTURE DES MOINES, IOWA (515) 244-1470
BJS:5-10-99	
BJS:3-24-99	EXHIBIT 'A' — SHEET 1 OF 2
BJS:12-14-98	
BJS:8-28-98	
REV/BY:DATE	

BK8478PG411

ACQUISITION PLAT

FOR THE CITY OF DES MOINES, IOWA

LEGAL DESCRIPTION: PERMANENT EASEMENT NO. 1

ALL THAT PART OF LOT 9 IN CENTRAL DES MOINES INDUSTRIAL PARK, AN OFFICIAL PLAT, ALL NOW INCLUDED IN AND FORMING A PART OF THE CITY OF DES MOINES, POLK COUNTY, IOWA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF LOT 2, CENTRAL DES MOINES INDUSTRIAL PARK; THENCE SOUTH 89° (DEGREES) 40' (MINUTES) 48" (SECONDS) EAST (ASSUMED BEARING FOR THE PURPOSE OF THIS DESCRIPTION) ON THE NORTH LINE OF SAID LOT 9 A DISTANCE OF 48.50 FEET; THENCE SOUTH 00°01'55" WEST A DISTANCE OF 18.50 FEET; THENCE SOUTH 89°40'48" EAST A DISTANCE OF 370.98 FEET TO THE PRESENT WESTERLY RIGHT-OF-WAY LINE OF S.W. 14TH STREET; THENCE SOUTH 00°06'27" WEST ON THE PRESENT WESTERLY RIGHT-OF-WAY LINE OF S.W. 14TH STREET A DISTANCE OF 51.15 FEET TO THE PRESENT SOUTHERLY RIGHT-OF-WAY LINE OF TUTTLE STREET; THENCE SOUTH 00°48'43" EAST A DISTANCE OF 79.32 FEET; THENCE NORTH 45°00'03" WEST A DISTANCE OF 108.02 FEET; THENCE NORTH 89°40'48" WEST A DISTANCE OF 350.15 FEET; THENCE NORTH 00°01'55" EAST A DISTANCE OF 72.98 FEET TO THE NORTH LINE OF SAID LOT 9; THENCE SOUTH 89°50'49" EAST ON THE NORTH LINE OF SAID LOT 9 A DISTANCE OF 6.00 FEET TO THE POINT OF BEGINNING.

BY SURVEY CONTAINING 27,055 SQUARE FEET.

MARTIN LUTHER KING JR PARKW
W.O. NO. 0228-99-003

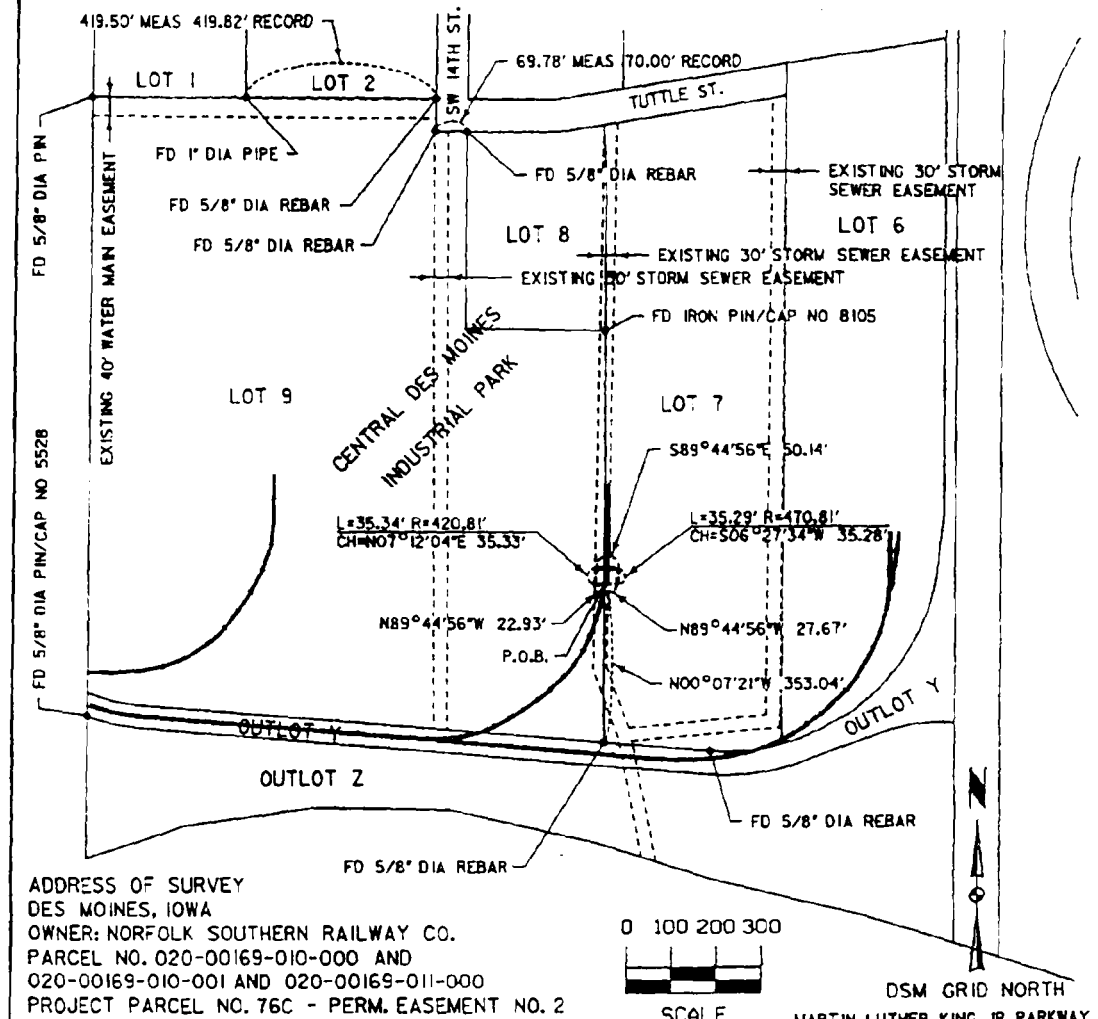
ADDRESS OF SURVEY
DES MOINES, IOWA
OWNER: NORFOLK SOUTHERN RAILWAY CO.
PARCEL NO. 020-00169-010-000 AND
020-00169-010-001 AND 020-00169-011-000
PROJECT PARCEL NO. 76C - PERM. EASEMENT NO. 1

REV/BY/DATE	
BJS:6-30-99	RUST ENVIRONMENT & INFRASTRUCTURE DES MOINES, IOWA (515) 244-1470
BJS:5-10-99	
BJS:3-24-99	EXHIBIT A SHEET 2 OF
BJS:12-14-98	
BJS:8-28-98	

BK8478PG412

ACQUISITION PLAT

FOR THE CITY OF DES MOINES, IOWA



ADDRESS OF SURVEY
DES MOINES, IOWA
OWNER: NORFOLK SOUTHERN RAILWAY CO.
PARCEL NO. 020-00169-010-000 AND
020-00169-010-001 AND 020-00169-011-000
PROJECT PARCEL NO. 76C - PERM. EASEMENT NO. 2

MARTIN LUTHER KING JR PARKWAY
W.O. NO. 0228-99-003

LICENSED LAND SURVEYOR LARRY L. KAESTNER 6132 IOWA

I hereby certify that this Land Surveying document was prepared 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.

Larry L. Kaestner 03/29/00
LARRY L. KAESTNER Date
License number 6132
My license renewal date is December 31, 2000.
Pages or sheets covered by this seal:
Sheets 1+2 of 2

BJS:6-30-99	RUST ENVIRONMENT & INFRASTRUCTURE DES MOINES, IOWA (515) 244-1470
BJS:5-10-99	
BJS:3-24-99	EXHIBIT A SHEET 1 OF 2
BJS:12-14-98	
BJS:8-28-98	
REV/BY:DATE	

BK8478PG413

ACQUISITION PLAT

FOR THE CITY OF DES MOINES, IOWA

LEGAL DESCRIPTION: PERMANENT EASEMENT NO. 2

ALL THAT PART OF LOTS 7 AND 9 IN CENTRAL DES MOINES INDUSTRIAL PARK, AN OFFICIAL PLAT, ALL NOW INCLUDED IN AND FORMING A PART OF THE CITY OF DES MOINES, POLK COUNTY, IOWA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID LOT 7; THENCE NORTH 00° (DEGREES) 07' (MINUTES) 21" (SECONDS) WEST (ASSUMED BEARING FOR THE PURPOSE OF THIS DESCRIPTION) ON THE WEST LINE OF SAID LOT 7 A DISTANCE OF 353.04 FEET TO THE POINT OF BEGINNING OF THE PARCEL HEREIN DESCRIBED; THENCE NORTH 89°44'56" WEST A DISTANCE OF 22.93 FEET; THENCE NORTHERLY ON A 420.81-FOOT RADIUS CURVE CONCAVE NORTHWESTERLY AND HAVING A 35.33-FOOT LONG CHORD BEARING NORTH 07°12'04" EAST A DISTANCE OF 35.34 FEET (ARC LENGTH); THENCE SOUTH 89°44'56" EAST A DISTANCE OF 50.14 FEET; THENCE SOUTHERLY ON A 470.81-FOOT RADIUS CURVE CONCAVE NORTHWESTERLY AND HAVING A 35.28-FOOT LONG CHORD BEARING SOUTH 06°27'34" WEST A DISTANCE OF 35.29 FEET (ARC LENGTH); THENCE NORTH 89°44'56" WEST A DISTANCE OF 27.67 FEET TO THE POINT OF BEGINNING.

BY SURVEY CONTAINING 1,766 SQUARE FEET.

MARTIN LUTHER KING JR PARKWA'
W.O. NO. 0228-99-003

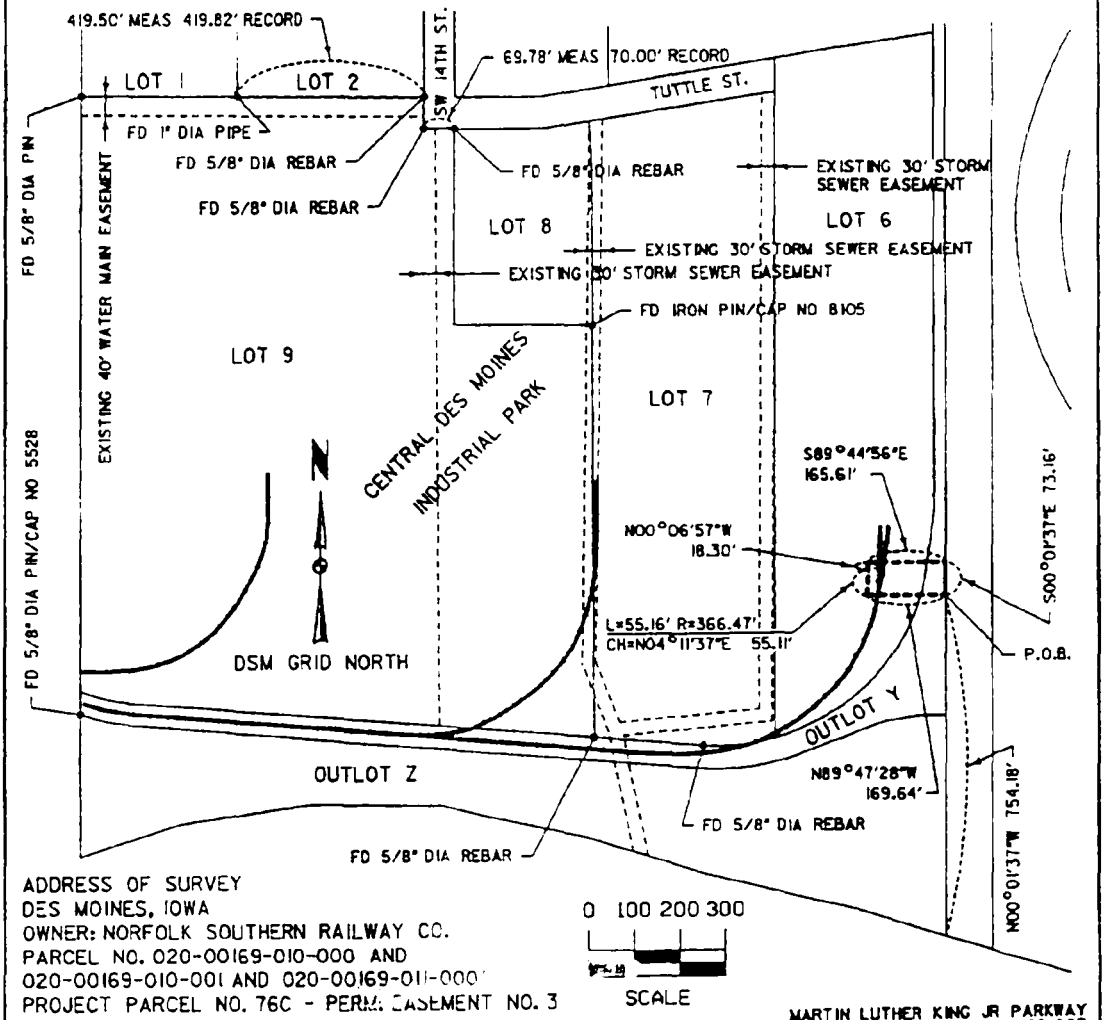
ADDRESS OF SURVEY
DES MOINES, IOWA
OWNER: NORFOLK SOUTHERN RAILWAY CO.
PARCEL NO. 020-00169-010-000 AND
020-00169-010-001 AND 020-00169-011-000
PROJECT PARCEL NO. 76C - PERM. EASEMENT NO. 2

BJS:6-30-99	RUST ENVIRONMENT & INFRASTRUCTURE DES MOINES, IOWA (515) 244-1470
BJS:5-10-99	
BJS:3-24-99	EXHIBIT "A" SHEET 2 OF
BJS:12-14-98	
BJS:8-28-98	
REV/BY:DATE	

BK8478PG414

ACQUISITION PLAT

FOR THE CITY OF DES MOINES, IOWA



ADDRESS OF SURVEY
DES MOINES, IOWA
OWNER: NORFOLK SOUTHERN RAILWAY CO.
PARCEL NO. 020-00169-010-000 AND
020-00169-010-001 AND 020-00169-011-000
PROJECT PARCEL NO. 76C - PERM. EASEMENT NO. 3

0 100 200 300
SCALE

MARTIN LUTHER KING JR PARKWAY
W.O. NO. 0228-99-003

LICENSED LAND SURVEYOR LARRY L. KAPSTNER 6132 IOWA

I hereby certify that this Land Surveying document was prepared 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.

Larry L. Kapstner 03/29/00
LARRY L. KAPSTNER / Date
License number 6132
My license renewal date is December 31, 2000.
Pages or sheets covered by this seal:
Sheets 1 + 2 of 2

BJS:6-30-99	RUST ENVIRONMENT & INFRASTRUCTURE DES MOINES, IOWA (515) 244-1470
BJS:5-10-99	
BJS:3-24-99	EXHIBIT A SHEET 1 OF 2
BJS:12-14-98	
BJS:8-28-98	
REV/BY/DATE	

BK8478PG415

ACQUISITION PLAT

FOR THE CITY OF DES MOINES, IOWA

LEGAL DESCRIPTION: PERMANENT EASEMENT NO. 3

ALL THAT PART OF LOT 6 AND OUTLOT Y, ALL IN CENTRAL DES MOINES INDUSTRIAL PARK, AN OFFICIAL PLAT, ALL NOW INCLUDED IN AND FORMING A PART OF THE CITY OF DES MOINES, POLK COUNTY, IOWA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF OUTLOT Z, CENTRAL DES MOINES INDUSTRIAL PARK; THENCE NORTH 00° (DEGREES) 01' (MINUTES) 37" (SECONDS) WEST (ASSUMED BEARING FOR THE PURPOSE OF THIS DESCRIPTION) ON THE EAST LINE OF SAID OUTLOTS Z AND Y A DISTANCE OF 754.18 FEET TO THE POINT OF BEGINNING OF THE PARCEL HEREIN DESCRIBED; THENCE NORTH 89°47'28" WEST A DISTANCE OF 169.64 FEET; THENCE NORTHEASTERLY ON A 366.47-FOOT RADIUS CURVE CONCAVE NORTHWESTERLY AND HAVING A 55.11-FOOT LONG CHORD BEARING NORTH 04°11'37" EAST A DISTANCE OF 55.16 FEET (ARC LENGTH); THENCE NORTH 00°06'57" WEST A DISTANCE OF 18.30 FEET; THENCE SOUTH 89°44'56" EAST A DISTANCE OF 165.61 FEET TO THE EAST LINE OF SAID OUTLOT Y; THENCE SOUTH 00°01'37" EAST ON THE EAST LINE OF SAID OUTLOT Y A DISTANCE OF 73.16 FEET TO THE POINT OF BEGINNING.

BY SURVEY CONTAINING 12,197 SQUARE FEET.

MARTIN LUTHER KING JR PARKWA
W.O. NO. 0228-99-003

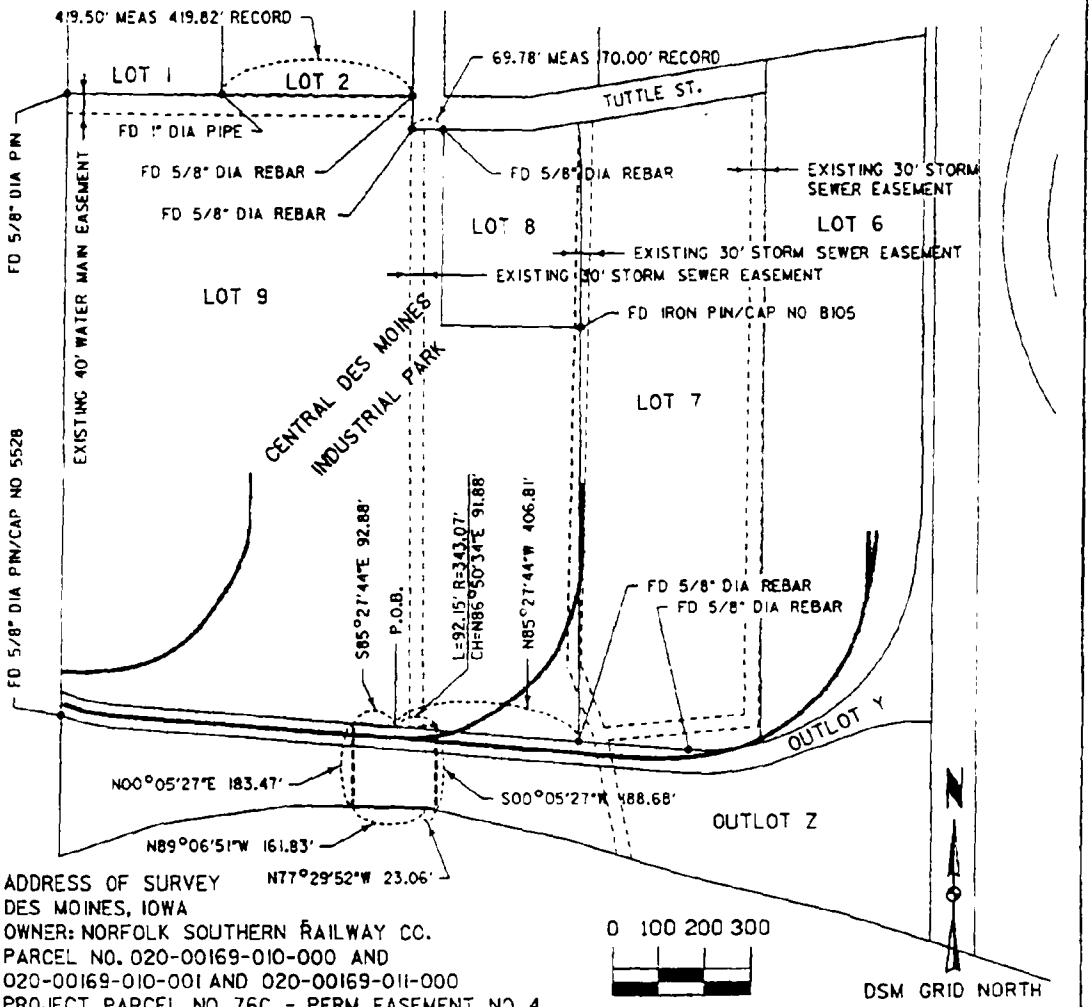
ADDRESS OF SURVEY
DES MOINES, IOWA
OWNER: NORFOLK SOUTHERN RAILWAY CO.
PARCEL NO. 020-00169-010-000 AND
020-00169-010-001 AND 020-00169-011-000
PROJECT PARCEL NO. 76C - PERM. EASEMENT NO. 3

BJS:6-30-99	RUST ENVIRONMENT & INFRASTRUCTURE DES MOINES, IOWA (515) 244-1470
BJS:5-10-99	
BJS:3-24-99	EXHIBIT 'A' SHEET 2 OF
BJS:12-14-98	
BJS:8-28-98	
REV/BY:DATE	

BK8478PG416

ACQUISITION PLAT

FOR THE CITY OF DES MOINES, IOWA



ADDRESS OF SURVEY
DES MOINES, IOWA
OWNER: NORFOLK SOUTHERN RAILWAY CO.
PARCEL NO. 020-00169-010-000 AND
020-00169-010-001 AND 020-00169-011-000
PROJECT PARCEL NO. 76C - PERM. EASEMENT NO. 4

MARTIN LUTHER KING JR PARKWAY
W.O. NO. 0228-99-003

LICENSED LAND SURVEYOR LARRY L. KAESTNER 8132 IOWA

I hereby certify that this Land Surveying document was prepared 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.

Larry L. Kaestner 05/29/00
LARRY L. KAESTNER Date
License number 8132
My license renewal date is December 31, 2000.
Pages or sheets covered by this seal:
Sheets 1 + 2 of 2

BJS:6-30-99	RJST ENVIRONMENT & INFRASTRUCTURE DES MOINES, IOWA (515) 244-1470
BJS:5-10-99	
BJS:3-24-99	EXHIBIT 'A' SHEET 1 OF 2
BJS:12-14-98	
BJS:8-28-98	
REV/BY/DATE	

BK8478PG417

ACQUISITION PLAT

FOR THE CITY OF DES MOINES, IOWA

LEGAL DESCRIPTION: PERMANENT EASEMENT NO. 4

ALL THAT PART OF LOT 9 AND OUTLOTS Y AND Z, ALL IN CENTRAL DES MOINES INDUSTRIAL PARK, AN OFFICIAL PLAT, ALL NOW INCLUDED IN AND FORMING A PART OF THE CITY OF DES MOINES, POLK COUNTY, IOWA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID LOT 9; THENCE NORTH 85° (DEGREES) 27' (MINUTES) 44" (SECONDS) WEST (ASSUMED BEARING FOR THE PURPOSE OF THIS DESCRIPTION) ON THE SOUTH LINE OF SAID LOT 9 A DISTANCE OF 406.81 FEET TO THE POINT OF BEGINNING OF THE PARCEL HEREIN DESCRIBED; THENCE NORTHEASTERLY ON A 343.07-FOOT RADIUS CURVE CONCAVE NORTHWESTERLY AND HAVING A 91.88-FOOT LONG CHORD BEARING NORTH 86°50'34" EAST A DISTANCE OF 92.15 FEET (ARC LENGTH); THENCE SOUTH 00°05'27" WEST A DISTANCE OF 188.68 FEET TO THE SOUTH LINE OF SAID OUTLOT Z; THENCE NORTH 77°29'52" WEST ON THE SOUTH LINE OF SAID OUTLOT Z A DISTANCE OF 23.06 FEET; THENCE NORTH 89°06'51" WEST ON THE SOUTH LINE OF SAID OUTLOT Z A DISTANCE OF 161.83 FEET; THENCE NORTH 00°05'27" EAST A DISTANCE OF 183.47 FEET TO THE SOUTH LINE OF SAID LOT 9; THENCE SOUTH 85°27'44" EAST ON THE SOUTH LINE OF SAID LOT 9 A DISTANCE OF 92.88 FEET TO THE POINT OF BEGINNING.

BY SURVEY CONTAINING 33,164 SQUARE FEET.

MARTIN LUTHER KING JR PARKWA
W.O. NO. 0228-99-002

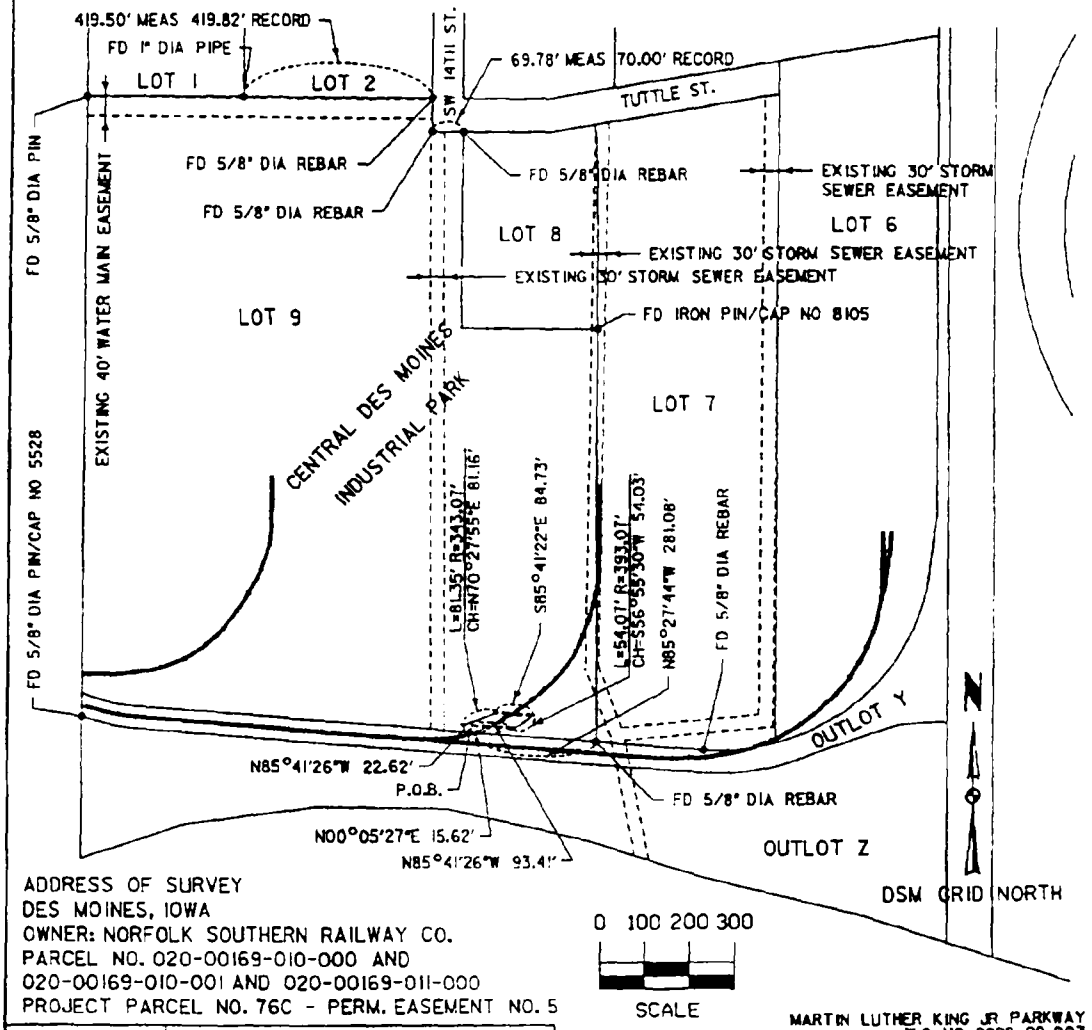
ADDRESS OF SURVEY
DES MOINES, IOWA
OWNER: NORFOLK SOUTHERN RAILWAY CO.
PARCEL NO. 020-00169-010-000 AND
020-00169-010-001 AND 020-00169-011-000
PROJECT PARCEL NO. 76C - PERM. EASEMENT NO. 4

BJS:6-30-99	RUST ENVIRONMENT & INFRASTRUCTURE DES MOINES, IOWA (515) 244-1470
BJS:5-10-99	
BJS:3-24-99	EXHIBIT A SHEET 2 OF
BJS:12-14-98	
BJS:8-28-98	
REV/BY:DATE	

BK8478PG418

ACQUISITION PLAT

FOR THE CITY OF DES MOINES, IOWA



ADDRESS OF SURVEY
DES MOINES, IOWA
OWNER: NORFOLK SOUTHERN RAILWAY CO.
PARCEL NO. 020-00169-010-000 AND
020-00169-010-001 AND 020-00169-011-000
PROJECT PARCEL NO. 76C - PERM. EASEMENT NO. 5

MARTIN LUTHER KING JR PARKWAY
W.O. NO. 0228-99-003

LICENSED LAND SURVEYOR LARRY L. KASTHER 6152 IOWA

I hereby certify that this Land Surveying document was prepared 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.

03/28/00
LARRY L. KASTHER — Date
License number 6152
My license renewal date is December 31, 2000.
Pages or sheets covered by this seal:
Sheets 1+2 of 2

BJS:6-30-99	RUST ENVIRONMENT & INFRASTRUCTURE DES MOINES, IOWA (515) 244-1470
BJS:5-10-99	
BJS:3-24-99	EXHIBIT "A" SHEET 1 OF 2
BJS:12-14-98	
BJS:8-28-98	
REV/BY:DATE	

BK8478PG419

ACQUISITION PLAT

FOR THE CITY OF DES MOINES, IOWA

LEGAL DESCRIPTION: PERMANENT EASEMENT NO. 5

ALL THAT PART OF LOT 9 IN CENTRAL DES MOINES INDUSTRIAL PARK, AN OFFICIAL PLAT, ALL NOW INCLUDED IN AND FORMING A PART OF THE CITY OF DES MOINES, POLK COUNTY, IOWA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID LOT 9; THENCE NORTH 85° (DEGREES) 27' (MINUTES) 44" (SECONDS) WEST (ASSUMED BEARING FOR THE PURPOSE OF THIS DESCRIPTION) ON THE SOUTH LINE OF SAID LOT 9 A DISTANCE OF 281.08 FEET; THENCE NORTH 00°05'27" EAST A DISTANCE OF 15.62 FEET TO THE POINT OF BEGINNING OF THE PARCEL HEREIN DESCRIBED; THENCE NORTH 85°41'26" WEST A DISTANCE OF 22.62 FEET; THENCE NORTHEASTERLY ON A 343.07-FOOT RADIUS CURVE CONCAVE NORTHWESTERLY AND HAVING AN 81.16-FOOT LONG CHORD BEARING NORTH 70°27'55" EAST A DISTANCE OF 81.35 FEET (ARC LENGTH); THENCE SOUTH 85°41'22" EAST A DISTANCE OF 84.73 FEET; THENCE SOUTHWESTERLY ON A 393.07-FOOT RADIUS CURVE CONCAVE NORTHWESTERLY AND HAVING A 54.03-FOOT LONG CHORD BEARING SOUTH 56°55'30" WEST A DISTANCE OF 54.07 FEET (ARC LENGTH); THENCE NORTH 85°41'26" WEST A DISTANCE OF 93.41 FEET TO THE POINT OF BEGINNING.

BY SURVEY CONTAINING 3,196 SQUARE FEET.

MARTIN LUTHER KING JR PARKWAY
W.O. NO. 0228-99-003

ADDRESS OF SURVEY
DES MOINES, IOWA
OWNER: NORFOLK SOUTHERN RAILWAY CO.
PARCEL NO. 020-00169-010-000 AND
020-00169-010-001 AND 020-00169-011-000
PROJECT PARCEL NO. 76C - PERM. EASEMENT NO. 5

REV/BY/DAT	
BJS:6-30-99	RUST ENVIRONMENT & INFRASTRUCTURE DES MOINES, IOWA (515) 244-1470
BJS:5-10-99	
BJS:3-24-99	EXHIBIT A SHEET 2 OF 2
BJS:12-14-98	
BJS:8-28-98	

ACQUISITION PLAT
FOR THE CITY OF DES MOINES, IOWA

LEGAL DESCRIPTION: TEMPORARY EASEMENT NO. 2

ALL THAT PART OF LOT 85, AND THE WEST 100.00 FEET OF LOT 80, ALL IN FACTORY ADDITION, AN OFFICIAL PLAT, ALL NOW INCLUDED IN AND FORMING A PART OF THE CITY OF DES MOINES, POLK COUNTY, IOWA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT ON THE WEST LINE OF SAID LOT 85, WHICH POINT IS THE NORTHEAST CORNER OF GOVERNMENT LOT 5 IN THE SOUTHWEST 1/4 OF SECTION 9, TOWNSHIP 78 NORTH, RANGE 24 WEST OF THE FIFTH PRINCIPAL MERIDIAN, POLK COUNTY, IOWA; THENCE SOUTH 00° (DEGREES) 01' (MINUTES) 37" (SECONDS) EAST (ASSUMED BEARING FOR THE PURPOSE OF THIS DESCRIPTION) ON THE WEST LINE OF SAID LOT 85 A DISTANCE OF 591.03 FEET TO THE POINT OF BEGINNING OF THE PARCEL HEREIN DESCRIBED; THENCE SOUTH 89°47'28" EAST A DISTANCE OF 200.00 FEET TO THE EAST LINE OF THE WEST 100.00 FEET OF SAID LOT 80; THENCE SOUTH 00°01'36" EAST ON THE EAST LINE OF THE WEST 100.00 FEET OF SAID LOT 80 A DISTANCE OF 13.13 FEET; THENCE NORTH 89°47'28" WEST A DISTANCE OF 200.00 FEET TO THE WEST LINE OF SAID LOT 85; THENCE NORTH 00°01'37" WEST ON THE WEST LINE OF SAID LOT 85 A DISTANCE OF 13.12 FEET TO THE POINT OF BEGINNING.

BY SURVEY CONTAINING 2,626 SQUARE FEET.

MARTIN LUTHER KING JR PARKWAY
W.O. NO. 0228-99-003

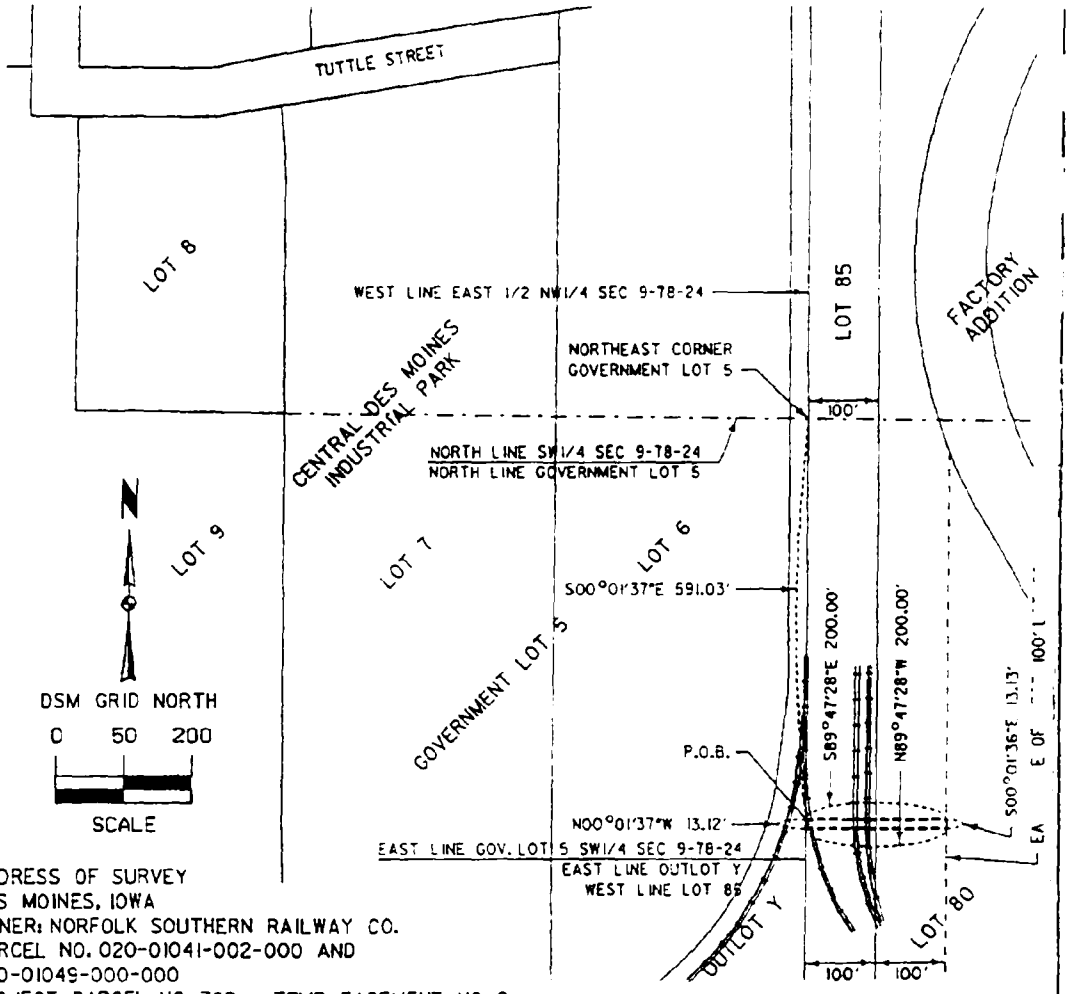
ADDRESS OF SURVEY
DES MOINES, IOWA
OWNER: NORFOLK SOUTHERN RAILWAY CO.
PARCEL NO. 020-01041-002-000 AND
020-01049-000-000
PROJECT PARCEL NO. 76D - TEMP. EASEMENT NO. 2

	RUST ENVIRONMENT & INFRASTRUCTURE DES MOINES, IOWA (515) 244-1470
BJS: 7-1-99	
BJS: 5-10-99	EXHIBIT C SHEET 2 OF 2
BJS: 3-24-99	
BJS: 12-15-98	
REV/BY:DATE	

BK8478PG440

ACQUISITION PLAT

FOR THE CITY OF DES MOINES, IOWA



ADDRESS OF SURVEY
DES MOINES, IOWA
OWNER: NORFOLK SOUTHERN RAILWAY CO.
PARCEL NO. 020-01041-002-000 AND
020-01049-000-000
PROJECT PARCEL NO. 76D - TEMP. EASEMENT NO. 2

MARTIN LUTHER KING JR PARKW,
W.O. NO. 0228-99-000

LICENSED LAND SURVEYOR LARRY L. KAESTNER 6132 IOWA

I hereby certify that this Land Surveying document was prepared 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.

03/29/00
LARRY L. KAESTNER Date
License number 6132
My license renewal date is December 31, 2000.
Pages or sheets covered by this seal:
Sheets 1 + 2 of 2

	RUST ENVIRONMENT & INFRASTRUCTURE DES MOINES, IOWA (515) 244-1470
BJS:7-1-99	
BJS: 5-10-99	EXHIBIT "C" SHEET 1 OF
BJS:3-24-99	
BJS:12-15-98	
REV/BY:DATE	

BK8478PG439

ACQUISITION PLAT

FOR THE CITY OF DES MOINES, IOWA

LEGAL DESCRIPTION: TEMPORARY EASEMENT NO. 1

ALL THAT PART OF LOT 85, AND THE WEST 100.00 FEET OF LOT 80, ALL IN FACTORY ADDITION, AN OFFICIAL PLAT, ALL NOW INCLUDED IN AND FORMING A PART OF THE CITY OF DES MOINES, POLK COUNTY, IOWA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT ON THE WEST LINE OF SAID LOT 85, WHICH POINT IS THE NORTHEAST CORNER OF GOVERNMENT LOT 5 IN THE SOUTHWEST 1/4 OF SECTION 9, TOWNSHIP 78 NORTH, RANGE 24 WEST OF THE FIFTH PRINCIPAL MERIDIAN, POLK COUNTY, IOWA; THENCE SOUTH 00° (DEGREES) 01' (MINUTES) 37" (SECONDS) EAST (ASSUMED BEARING FOR THE PURPOSE OF THIS DESCRIPTION) ON THE WEST LINE OF SAID LOT 85 A DISTANCE OF 502.87 FEET TO THE POINT OF BEGINNING OF THE PARCEL HEREIN DESCRIBED; THENCE SOUTH 89°44'56" EAST A DISTANCE OF 200.00 FEET TO THE EAST LINE OF THE WEST 100.00 FEET OF SAID LOT 80; THENCE SOUTH 00°01'36" EAST ON THE EAST LINE OF THE WEST 100.00 FEET OF SAID LOT 80 A DISTANCE OF 15.00 FEET; THENCE NORTH 89°44'56" WEST A DISTANCE OF 200.00 FEET TO THE WEST LINE OF SAID LOT 85; THENCE NORTH 00°01'37" WEST ON THE WEST LINE OF SAID LOT 85 A DISTANCE OF 15.00 FEET TO THE POINT OF BEGINNING.

BY SURVEY CONTAINING 3,000 SQUARE FEET.

MARTIN LUTHER KING JR PARKWAY
W.O. NO. 0228-99-003

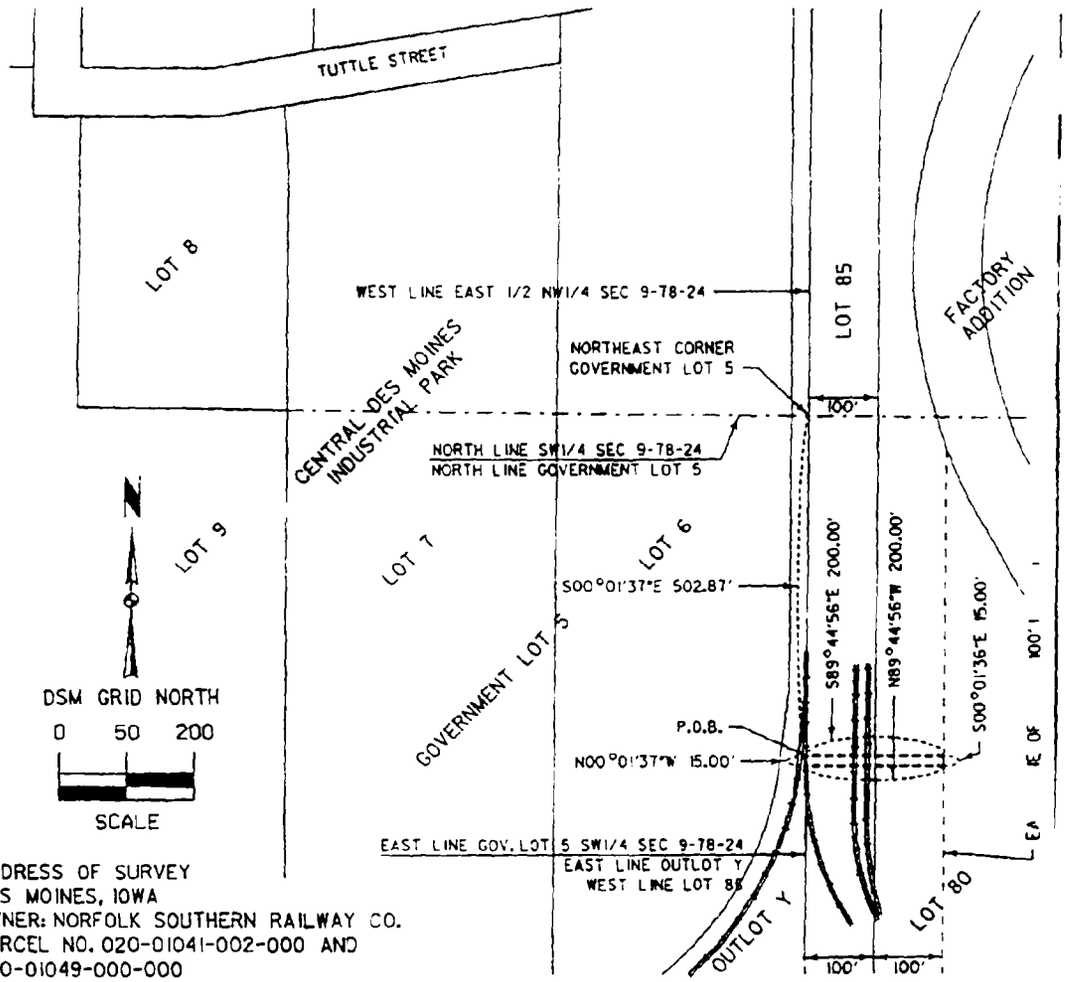
ADDRESS OF SURVEY
DES MOINES, IOWA
OWNER: NORFOLK SOUTHERN RAILWAY CO.
PARCEL NO. 020-01041-002-000 AND
020-01049-000-000
PROJECT PARCEL NO. 76D - TEMP. EASEMENT NO. 1

BJS:7-1-99	RUST ENVIRONMENT & INFRASTRUCTURE DES MOINES, IOWA (515) 244-1470
BJS: 5-10-99	EXHIBIT C SHEET 2 OF 2
BJS:3-24-99	
BJS:12-15-98	
REV/BY:DATE	

BK8478PG438

ACQUISITION PLAT

FOR THE CITY OF DES MOINES, IOWA



ADDRESS OF SURVEY
DES MOINES, IOWA
OWNER: NORFOLK SOUTHERN RAILWAY CO.
PARCEL NO. 020-01041-002-000 AND
020-01049-000-000
PROJECT PARCEL NO. 76D - TEMP. EASEMENT NO. 1

LICENSED LAND SURVEYOR LARRY L. BAESTHER 6132 IOWA

I hereby certify that this Land Surveying document was prepared 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.

03/24/00
LARRY L. BAESTHER Date
License number 6132
My license renewal date is December 31, 2000.
Pages or sheets covered by this seal:
Sheets 1 + 2 of 2

MARTIN LUTHER KING JR PARKWAY
W.O. NO. 0228-99-003

RUST ENVIRONMENT & INFRASTRUCTURE
DES MOINES, IOWA
(515) 244-1470

EXHIBIT "C" SHEET 1 O

REV/BY:DATE
BJS:7-1-99
BJS: 5-10-99
BJS:3-24-99
BJS:12-15-98

BK8478PG437

ACQUISITION PLAT

FOR THE CITY OF DES MOINES, IOWA

LEGAL DESCRIPTION: TEMPORARY EASEMENT NO. 6

ALL THAT PART OF LOT 9 AND OUTLOTS Y AND Z IN CENTRAL DES MOINES INDUSTRIAL PARK, AN OFFICIAL PLAT, ALL NOW INCLUDED IN AND FORMING A PART OF THE CITY OF DES MOINES, POLK COUNTY, IOWA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID LOT 9; THENCE NORTH 85° (DEGREES) 27' (MINUTES) 44" (SECONDS) WEST (ASSUMED BEARING FOR THE PURPOSE OF THIS DESCRIPTION) ON THE SOUTH LINE OF SAID LOT 9 A DISTANCE OF 281.08 FEET TO THE POINT OF BEGINNING OF THE PARCEL HEREIN DESCRIBED; THENCE SOUTH 00°05'27" WEST A DISTANCE OF 181.12 FEET TO THE SOUTH LINE OF SAID OUTLOT Z; THENCE NORTH 77°29'52" WEST ON THE SOUTH LINE OF SAID OUTLOT Z A DISTANCE OF 34.43 FEET; THENCE NORTH 00°05'27" EAST A DISTANCE OF 188.68 FEET; THENCE NORTHEASTERLY ON A 343.07-FOOT RADIUS CURVE CONCAVE NORTHWESTERLY AND HAVING AN 11.31-FOOT LONG CHORD BEARING NORTH 78°12'08" EAST A DISTANCE OF 11.31 FEET (ARC LENGTH); THENCE SOUTH 85°41'33" EAST A DISTANCE OF 22.62 FEET; THENCE SOUTH 00°05'27" WEST A DISTANCE OF 15.62 FEET TO THE POINT OF BEGINNING.

BY SURVEY CONTAINING 6,516 SQUARE FEET.

MARTIN LUTHER KING JR PARKWAY
W.O. NO. 0228-99-003

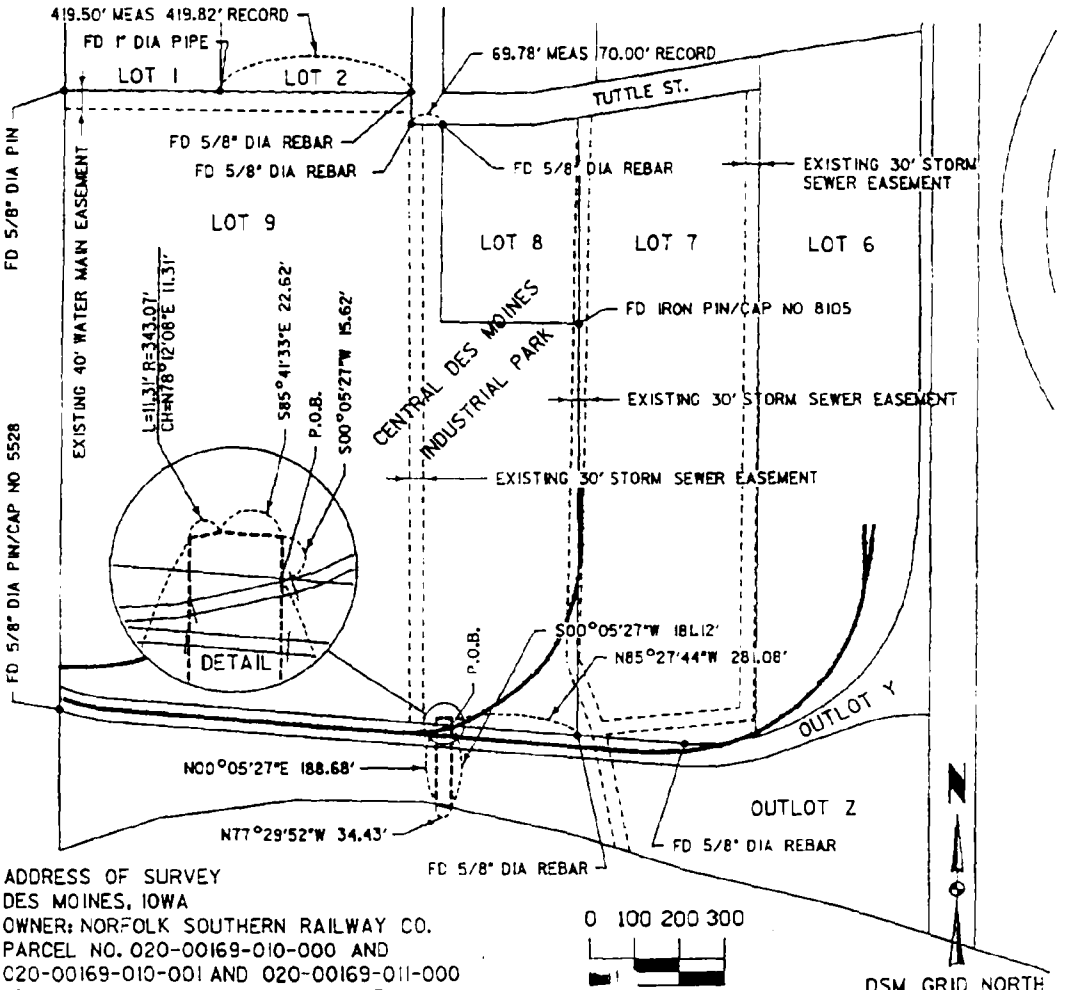
ADDRESS OF SURVEY
DES MOINES, IOWA
OWNER: NORFOLK SOUTHERN RAILWAY CO.
PARCEL NO. 020-00169-010-000 AND
020-00169-010-001 AND 020-00169-011-000
PROJECT PARCEL NO. 76C - TEMP. EASEMENT NO. 6

REV/BY:DATE	
BJS:6-30-99	RUST ENVIRONMENT & INFRASTRUCTURE DES MOINES, IOWA (515) 244-1470
BJS:5-10-99	
BJS:3-5-99	EXHIBIT C SHEET 2 OF 2
BJS:12-14-98	
BJS:8-28-98	

BK8478PG436

ACQUISITION PLAT

FOR THE CITY OF DES MOINES, IOWA



ADDRESS OF SURVEY
DES MOINES, IOWA
OWNER: NORFOLK SOUTHERN RAILWAY CO.
PARCEL NO. 020-00169-010-000 AND
020-00169-010-001 AND 020-00169-011-000
PROJECT PARCEL NO. 76C - TEMP. EASEMENT NO. 6

MARTIN LUTHER KING JR PARKWA
W.O. NO. 0228-99-003

LICENSED LAND SURVEYOR LARRY L. KAESTNER 6132 IOWA

I hereby certify that this land surveying document was prepared 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.

Larry L Kaestner 03/29/00
LARRY L KAESTNER Date
License number 6132
My license renewal date is December 31, 2000.
Pages or sheets covered by this seal:
Sheets 1 of 2 of 2

BJS:6-30-99	RUST ENVIRONMENT & INFRASTRUCTURE DES MOINES, IOWA (515) 244-1470
BJS:5-10-99	
BJS:3-5-99	EXHIBIT "C" SHEET 1 OF 2
BJS:12-14-98	
BJS:8-28-98	
REV/BY/DATE	

BK8478PG435

ACQUISITION PLAT

FOR THE CITY OF DES MOINES, IOWA

LEGAL DESCRIPTION: TEMPORARY EASEMENT NO. 5

ALL THAT PART OF OUTLOTS Y AND Z IN CENTRAL DES MOINES INDUSTRIAL PARK, AN OFFICIAL PLAT, ALL NOW INCLUDED IN AND FORMING A PART OF THE CITY OF DES MOINES, POLK COUNTY, IOWA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF LOT 9, CENTRAL DES MOINES INDUSTRIAL PARK; THENCE NORTH 85° (DEGREES) 27' (MINUTES) 44" (SECONDS) WEST (ASSUMED BEARING FOR THE PURPOSE OF THIS DESCRIPTION) ON THE SOUTH LINE OF SAID LOT 9 A DISTANCE OF 499.70 FEET TO THE POINT OF BEGINNING OF THE PARCEL HEREIN DESCRIBED; THENCE SOUTH 00°05'27" WEST A DISTANCE OF 183.47 FEET TO THE SOUTH LINE OF SAID OUTLOT Z; THENCE NORTH 89°06'51" WEST ON THE SOUTH LINE OF SAID OUTLOT Z A DISTANCE OF 48.52 FEET; THENCE NORTH 00°05'27" EAST A DISTANCE OF 186.57 FEET TO THE SOUTH LINE OF SAID LOT 9; THENCE SOUTH 85°27'44" EAST ON THE SOUTH LINE OF SAID LOT 9 A DISTANCE OF 48.66 FEET TO THE POINT OF BEGINNING.

BY SURVEY CONTAINING 8,976 SQUARE FEET.

MARTIN LUTHER KING JR PARKWAY
W.O. NO. 0228-99-003

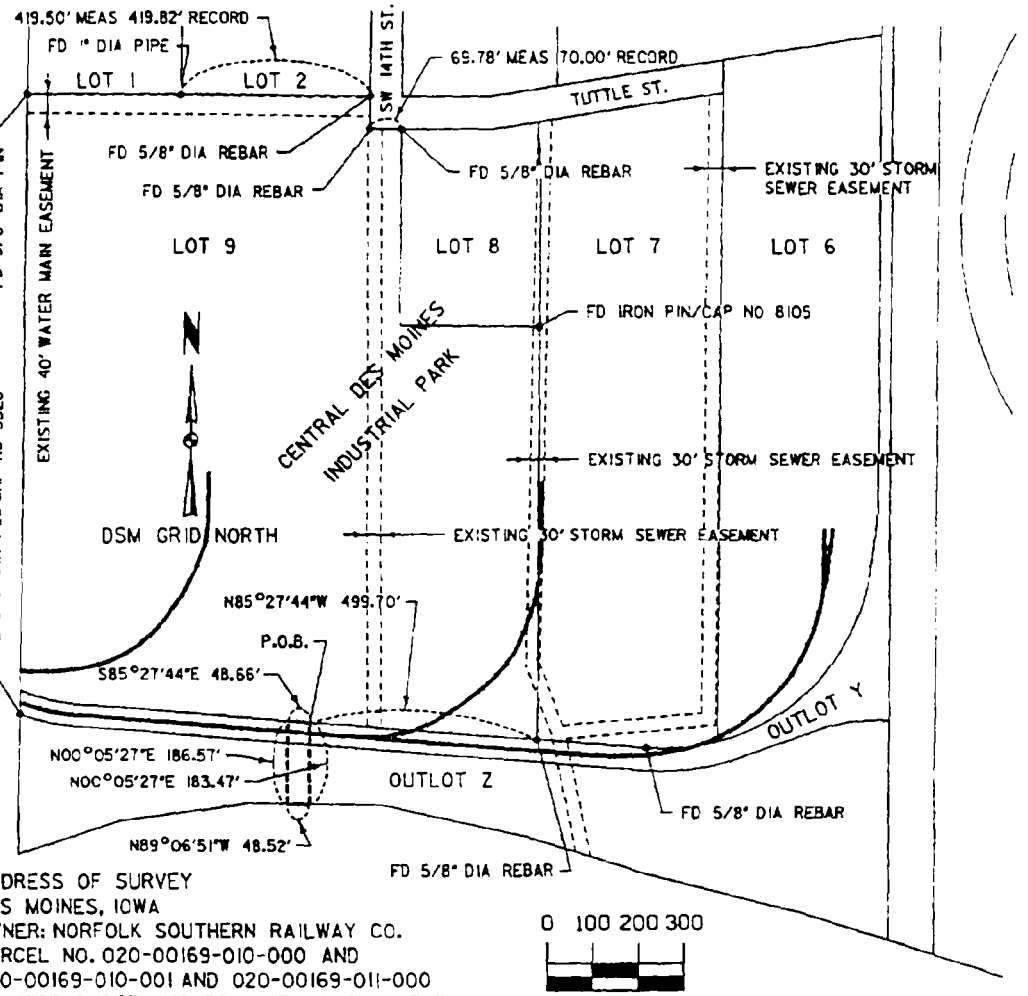
ADDRESS OF SURVEY
DES MOINES, IOWA
OWNER: NORFOLK SOUTHERN RAILWAY CO.
PARCEL NO. 020-00169-010-000 AND
020-00169-010-001 AND 020-00169-011-000
PROJECT PARCEL NO. 76C - TEMP. EASEMENT NO. 5

REV/BY:DATE	
BJS:6-30-99	RUST ENVIRONMENT & INFRASTRUCTURE DES MOINES, IOWA (515) 244-1470
BJS:5-10-99	
BJS:3-5-99	EXHIBIT C SHEET 2 OF 2
BJS:12-14-98	
BJS:8-28-98	

BK8478PG434

ACQUISITION PLAT

FOR THE CITY OF DES MOINES, IOWA



ADDRESS OF SURVEY
DES MOINES, IOWA
OWNER: NORFOLK SOUTHERN RAILWAY CO.
PARCEL NO. 020-00169-010-000 AND
020-00169-010-001 AND 020-00169-011-000
PROJECT PARCEL NO. 76C - TEMP. EASEMENT NO. 5

0 100 200 300
SCALE

MARTIN LUTHER KING JR PARKW
W.O. NO. 0228-99-003

LICENSED LAND SURVEYOR LARRY L. KARSTNER 6132 IOWA

I hereby certify that this Land Surveying document was prepared 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.

Larry L. Karstner 03/29/00
LARRY L. KARSTNER Date
License number 6132
My license renewal date is December 31, 2000.
Pages or sheets covered by this seal:
Sheets 1 + 2 of 2

BJS:6-30-99	RUST ENVIRONMENT & INFRASTRUCTURE DES MOINES, IOWA (515) 244-1470
BJS:5-10-99	
BJS:3-5-99	EXHIBIT "C" SHEET 1 OF 2
BJS:12-14-98	
BJS:8-28-98	
REV/BY:DATE	

BK8478PG433

ACQUISITION PLAT

FOR THE CITY OF DES MOINES, IOWA

LEGAL DESCRIPTION: TEMPORARY EASEMENT NO. 4

ALL THAT PART OF LOT 6 AND OUTLOT Y IN CENTRAL DES MOINES INDUSTRIAL PARK, AN OFFICIAL PLAT, ALL NOW INCLUDED IN AND FORMING A PART OF THE CITY OF DES MOINES, POLK COUNTY, IOWA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF OUTLOT Z, CENTRAL DES MOINES INDUSTRIAL PARK; THENCE NORTH 00° (DEGREES) 01' (MINUTES) 37" (SECONDS) WEST (ASSUMED BEARING FOR THE PURPOSE OF THIS DESCRIPTION) ON THE EAST LINE OF SAID OUTLOTS Z AND Y A DISTANCE OF 741.06 FEET TO THE POINT OF BEGINNING OF THE PARCEL HEREIN DESCRIBED; THENCE NORTH 89°47'28" WEST A DISTANCE OF 171.85 FEET; THENCE NORTHERLY ON A 366.47-FOOT RADIUS CURVE CONCAVE NORTHWESTERLY AND HAVING A 13.30-FOOT LONG CHORD BEARING NORTH 09°32'50" EAST A DISTANCE OF 13.30 FEET (ARC LENGTH); THENCE SOUTH 89°47'28" EAST A DISTANCE OF 169.64 FEET TO THE EAST LINE OF SAID OUTLOT Y; THENCE SOUTH 00°01'37" EAST ON THE EAST LINE OF SAID OUTLOT Y A DISTANCE OF 13.12 FEET TO THE POINT OF BEGINNING.

BY SURVEY CONTAINING 2,240 SQUARE FEET.

MARTIN LUTHER KING JR PARKWAY
W.O. NO. 0228-99-003

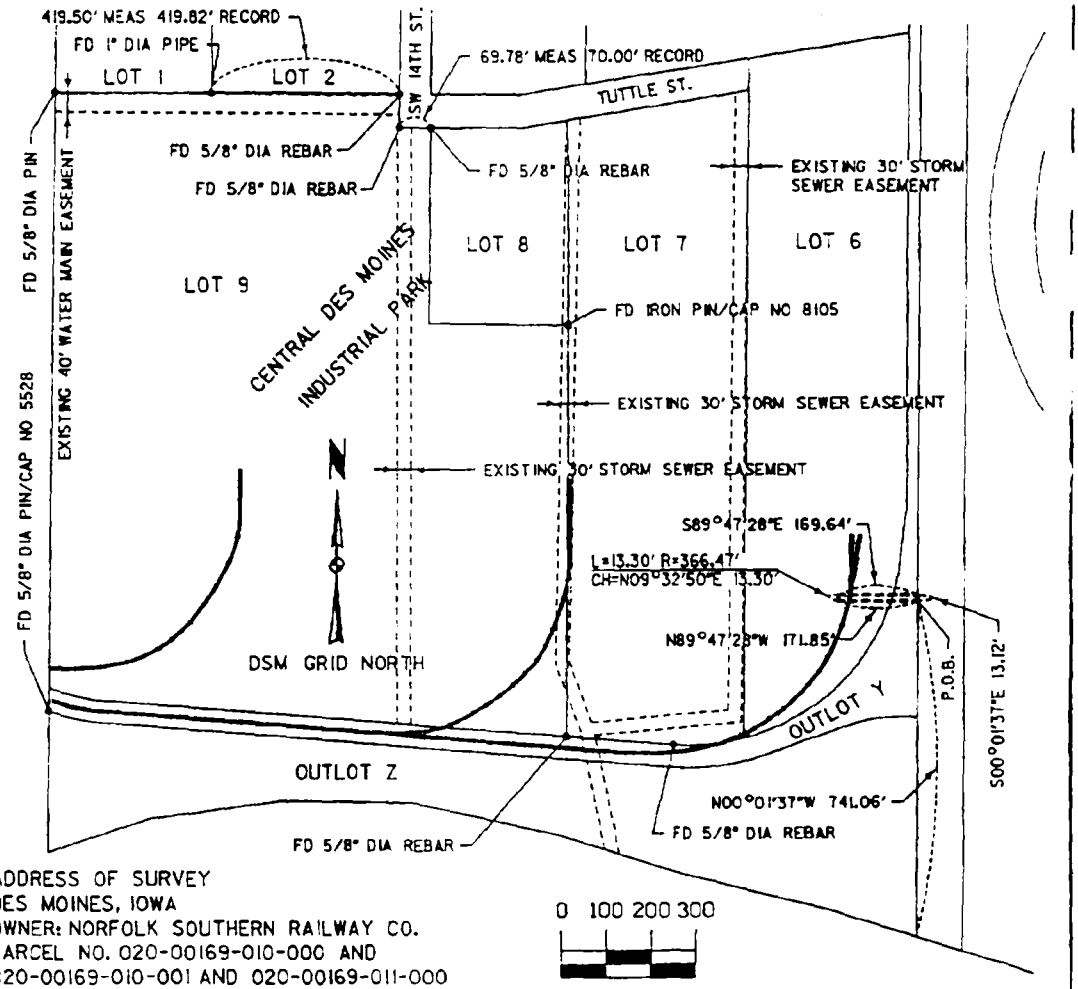
ADDRESS OF SURVEY
DES MOINES, IOWA
OWNER: NORFOLK SOUTHERN RAILWAY CO.
PARCEL NO. 020-00169-010-000 AND
020-00169-010-001 AND 020-00169-011-000
PROJECT PARCEL NO. 76C - TEMP. EASEMENT NO. 4

REV/BY:DATE	
BJS:6-30-99	RUST ENVIRONMENT & INFRASTRUCTURE DES MOINES, IOWA (515) 244-1470
BJS:5-10-99	
BJS:3-5-99	EXHIBIT C SHEET 2 OF 2
BJS:12-14-98	
BJS:8-28-98	

BK8478PG432

ACQUISITION PLAT

FOR THE CITY OF DES MOINES, IOWA



ADDRESS OF SURVEY
DES MOINES, IOWA
OWNER: NORFOLK SOUTHERN RAILWAY CO.
PARCEL NO. 020-00169-010-000 AND
020-00169-010-001 AND 020-00169-011-000
PROJECT PARCEL NO. 76C - TEMP. EASEMENT NO. 4

0 100 200 300
SCALE

MARTIN LUTHER KING JR PARKW
W.O. NO. 0228-99-003

LICENSED LAND SURVEYOR LARRY L. KABSTHER 6132 IOWA

I hereby certify that this Land Surveying document was prepared 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.

Larry L. Kabsther 03/29/00
LARRY L. KABSTHER Date
License number 6132
My license renewal date is December 31, 2000.
Pages or sheets covered by this seal:
Sheets 1 + 2 of 2

REV/BY/DATE	
BJS:6-30-99	RUST ENVIRONMENT & INFRASTRUCTURE DES MOINES, IOWA (515) 244-1470
BJS:5-10-99	
BJS:3-5-99	EXHIBIT "C" SHEET 1 OF
BJS:12-14-98	
BJS:8-28-98	

BK8478PG431

ACQUISITION PLAT

FOR THE CITY OF DES MOINES, IOWA

LEGAL DESCRIPTION: TEMPORARY EASEMENT NO. 3

ALL THAT PART OF LOTS 6, 7 AND 9, AND OUTLOT Y, ALL IN CENTRAL DES MOINES INDUSTRIAL PARK, AN OFFICIAL PLAT, ALL NOW INCLUDED IN AND FORMING A PART OF THE CITY OF DES MOINES, POLK COUNTY, IOWA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF LOT 8, CENTRAL DES MOINES INDUSTRIAL PARK; THENCE SOUTH 00° (DEGREES) 06' (MINUTES) 50" (SECONDS) WEST (ASSUMED BEARING FOR THE PURPOSE OF THIS DESCRIPTION) ON THE WEST LINE OF SAID LOT 8 AND ITS EXTENSION A DISTANCE OF 934.45 FEET; THENCE SOUTH 89°44'56" EAST A DISTANCE OF 1,077.69 FEET TO THE EAST LINE OF SAID OUTLOT Y; THENCE SOUTH 00°01'37" EAST ON THE EAST LINE OF SAID OUTLOT Y A DISTANCE OF 15.00 FEET; THENCE NORTH 89°44'56" WEST A DISTANCE OF 1,091.73 FEET; THENCE NORTH 00°06'50" EAST A DISTANCE OF 949.51 FEET TO THE PRESENT SOUTHERLY RIGHT-OF-WAY LINE OF TUTTLE STREET; THENCE SOUTH 89°29'36" EAST ON THE PRESENT SOUTHERLY RIGHT-OF-WAY LINE OF TUTTLE STREET A DISTANCE OF 14.00 FEET TO THE POINT OF BEGINNING.

BY SURVEY CONTAINING 29,459 SQUARE FEET.

MARTIN LUTHER KING JR PARKWAY
W.O. NO. 0228-99-003

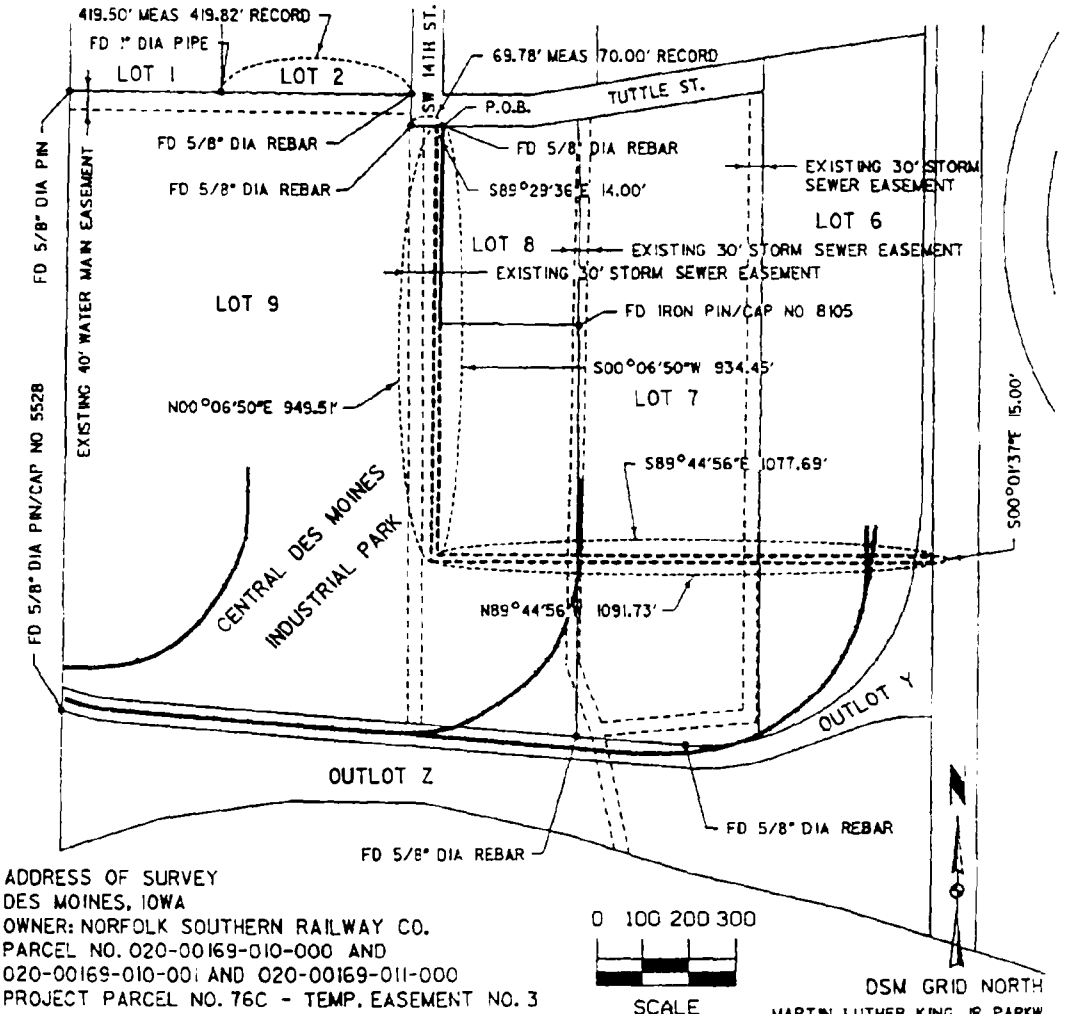
ADDRESS OF SURVEY
DES MOINES, IOWA
OWNER: NORFOLK SOUTHERN RAILWAY CO.
PARCEL NO. 020-00169-010-000 AND
020-00169-010-001 AND 020-00169-011-000
PROJECT PARCEL NO. 76C - TEMP. EASEMENT NO. 3

BJS:6-30-99	RUST ENVIRONMENT & INFRASTRUCTURE DES MOINES, IOWA (515) 244-1470
BJS: 5-10-99	
BJS:3-5-99	EXHIBIT C SHEET 2 OF 2
BJS:12-14-98	
BJS:8-28-98	
REV/BY:DATE	

BK 8178 PG 430

ACQUISITION PLAT

FOR THE CITY OF DES MOINES, IOWA



ADDRESS OF SURVEY
DES MOINES, IOWA
OWNER: NORFOLK SOUTHERN RAILWAY CO.
PARCEL NO. 020-00169-010-000 AND
020-00169-010-001 AND 020-00169-011-000
PROJECT PARCEL NO. 76C - TEMP. EASEMENT NO. 3

MARTIN LUTHER KING JR PARKW
W.O. NO. 0228-99-003

LICENSED LAND SURVEYOR
LARRY L. KAESTNER
6132
IOWA

I hereby certify that this Land Surveying document was prepared 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.

Larry L. Kaestner 03/29/00
LARRY L. KAESTNER Date
License number 6132
My license renewal date is December 31, 2000.
Pages or sheets covered by this seal:
Sheets 1 + 2 of 2

BJS:6-30-99	RUST ENVIRONMENT & INFRASTRUCTURE DES MOINES, IOWA (515) 244-1470
BJS:5-10-99	
BJS:3-5-99	EXHIBIT "C" SHEET 1 OF
BJS:12-14-98	
BJS:8-28-98	
REV/BY:DATE	

BK8478PG429

ACQUISITION PLAT

FOR THE CITY OF DES MOINES, IOWA

LEGAL DESCRIPTION: TEMPORARY EASEMENT NO. 2

ALL THAT PART OF LOT 9 IN CENTRAL DES MOINES INDUSTRIAL PARK, AN OFFICIAL PLAT, ALL NOW INCLUDED IN AND FORMING A PART OF THE CITY OF DES MOINES, POLK COUNTY, IOWA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF LOT 2, CENTRAL DES MOINES INDUSTRIAL PARK; THENCE NORTH 89° (DEGREES) 50' (MINUTES) 49" (SECONDS) WEST (ASSUMED BEARING FOR THE PURPOSE OF THIS DESCRIPTION) ON THE NORTH LINE OF SAID LOT 9 A DISTANCE OF 6.00 FEET TO THE POINT OF BEGINNING OF THE PARCEL HEREIN DESCRIBED; THENCE SOUTH 00°01'55" WEST A DISTANCE OF 72.98 FEET; THENCE SOUTH 89°40'48" EAST A DISTANCE OF 350.15 FEET; THENCE SOUTH 45°00'03" EAST A DISTANCE OF 108.02 FEET; THENCE SOUTH 00°06'50" WEST A DISTANCE OF 870.45 FEET; THENCE NORTH 89°44'56" WEST A DISTANCE OF 33.00 FEET; THENCE NORTH 00°06'50" EAST A DISTANCE OF 856.67 FEET; THENCE NORTH 45°00'03" WEST A DISTANCE OF 80.75 FEET; THENCE NORTH 89°40'48" WEST A DISTANCE OF 369.42 FEET; THENCE NORTH 00°01'55" EAST A DISTANCE OF 105.89 FEET TO THE NORTH LINE OF SAID LOT 9; THENCE SOUTH 89°50'49" EAST ON THE NORTH LINE OF SAID LOT 9 A DISTANCE OF 33.00 FEET TO THE POINT OF BEGINNING.

BY SURVEY CONTAINING 46,434 SQUARE FEET.

ADDRESS OF SURVEY
DES MOINES, IOWA
OWNER: NORFOLK SOUTHERN RAILWAY CO.
PARCEL NO. 020-00169-010-000 AND
020-00169-010-001 AND 020-00169-011-000
PROJECT PARCEL NO. 76C - TEMP. EASEMENT NO. 2

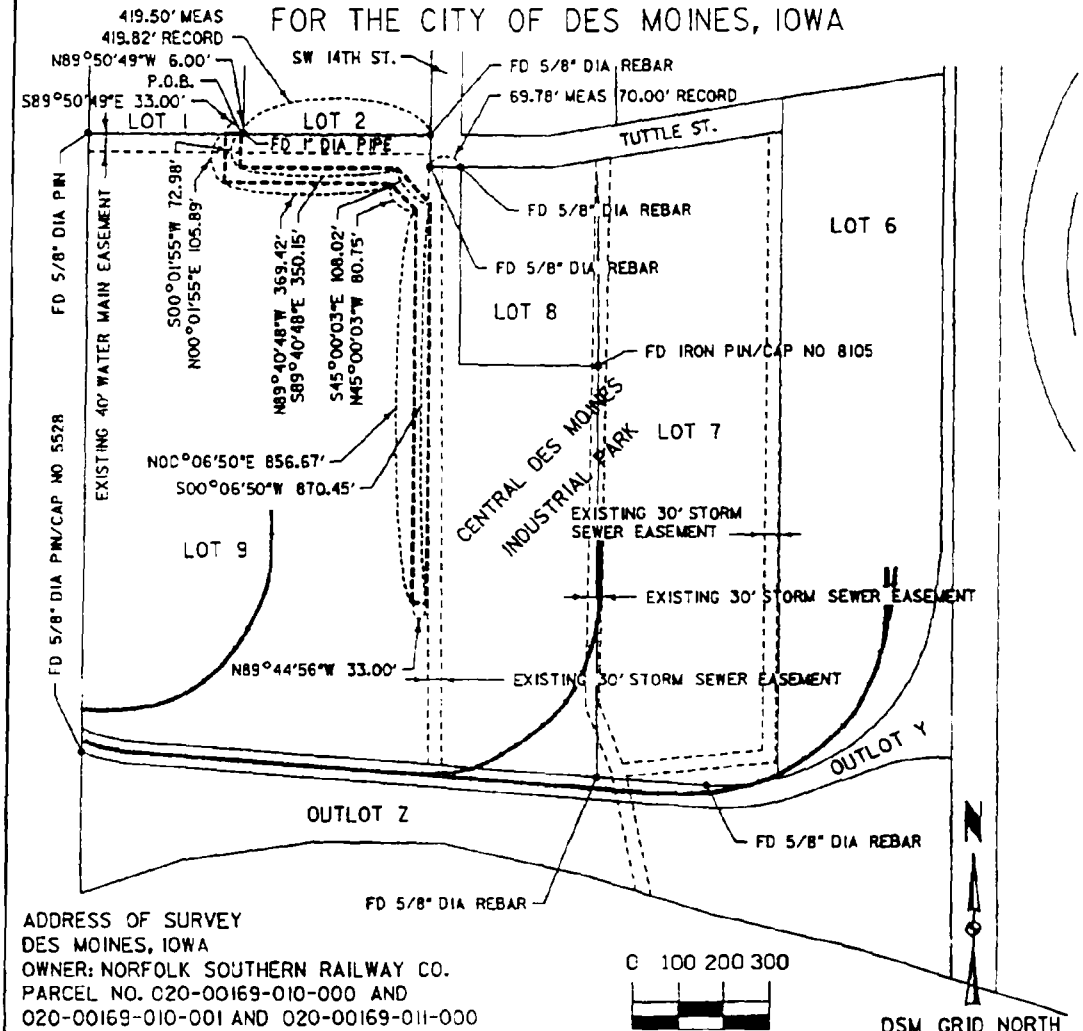
MARTIN LUTHER KING JR PARKWAY
W.O. NO. 0228-99-003

REV/BY/DATE	
BJS:6-30-99	RUST ENVIRONMENT & INFRASTRUCTURE DES MOINES, IOWA (515) 244-1470
BJS: 5-10-99	
BJS:3-5-99	EXHIBIT C SHEET 2 OF 2
BJS:12-14-98	
BJS:8-28-98	

BK8478PG428

ACQUISITION PLAT

FOR THE CITY OF DES MOINES, IOWA



ADDRESS OF SURVEY
DES MOINES, IOWA
OWNER: NORFOLK SOUTHERN RAILWAY CO.
PARCEL NO. 020-00169-010-000 AND
020-00169-010-001 AND 020-00169-011-000
PROJECT PARCEL NO. 76C - TEMP. EASEMENT NO. 2

MARTIN LUTHER KING JR PARKW.
W.O. NO. 0228-99-003

LICENSED LAND SURVEYOR LARRY L. KAESTNER 6132 IOWA

I hereby certify that this Land Surveying document was prepared 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.

Larry L. Kaestner 03/29/00
LARRY L. KAESTNER Date
License number 6132
My license renewal date is December 31, 2000.
Pages or sheets covered by this seal:
Sheets 1 of 2 of 2

BJS:6-30-99	RUST ENVIRONMENT & INFRASTRUCTURE DES MOINES, IOWA (515) 244-1470
BJS: 5-10-99	
BJS:3-5-99	EXHIBIT "C" SHEET 1 OF
BJS:12-14-98	
BJS:8-28-98	
REV/BY:DATE	

BK8478PG427

ACQUISITION PLAT

FOR THE CITY OF DES MOINES, IOWA

LEGAL DESCRIPTION: TEMPORARY EASEMENT NO. 1

ALL THAT PART OF LOT 9 IN CENTRAL DES MOINES INDUSTRIAL PARK, AN OFFICIAL PLAT, ALL NOW INCLUDED IN AND FORMING A PART OF THE CITY OF DES MOINES, POLK COUNTY, IOWA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF LOT 2, CENTRAL DES MOINES INDUSTRIAL PARK; THENCE SOUTH 89° (DEGREES) 40' (MINUTES) 48" (SECONDS) EAST (ASSUMED BEARING FOR THE PURPOSE OF THIS DESCRIPTION) ON THE NORTH LINE OF SAID LOT 9 A DISTANCE OF 48.50 FEET TO THE POINT OF BEGINNING OF THE PARCEL HEREIN DESCRIBED; THENCE CONTINUING SOUTH 89°40'48" EAST ON THE NORTH LINE OF SAID LOT 9 A DISTANCE OF 371.00 FEET TO THE SOUTHEAST CORNER OF SAID LOT 2, ALSO BEING THE PRESENT WESTERLY RIGHT-OF-WAY LINE OF S.W. 14TH STREET; THENCE SOUTH 00°06'27" WEST ON THE PRESENT WESTERLY RIGHT-OF-WAY LINE OF S.W. 14TH STREET A DISTANCE OF 18.50 FEET; THENCE NORTH 89°40'48" WEST A DISTANCE OF 370.98 FEET; THENCE NORTH 00°01'55" EAST A DISTANCE OF 18.50 FEET TO THE POINT OF BEGINNING.

BY SURVEY CONTAINING 6,863 SQUARE FEET.

ADDRESS OF SURVEY
DES MOINES, IOWA
OWNER: NORFOLK SOUTHERN RAILWAY CO.
PARCEL NO. 020-00169-010-000 AND
C20-00169-010-001 AND 020-00169-011-000
PROJECT PARCEL NO. 76C - TEMP. EASEMENT NO. 1

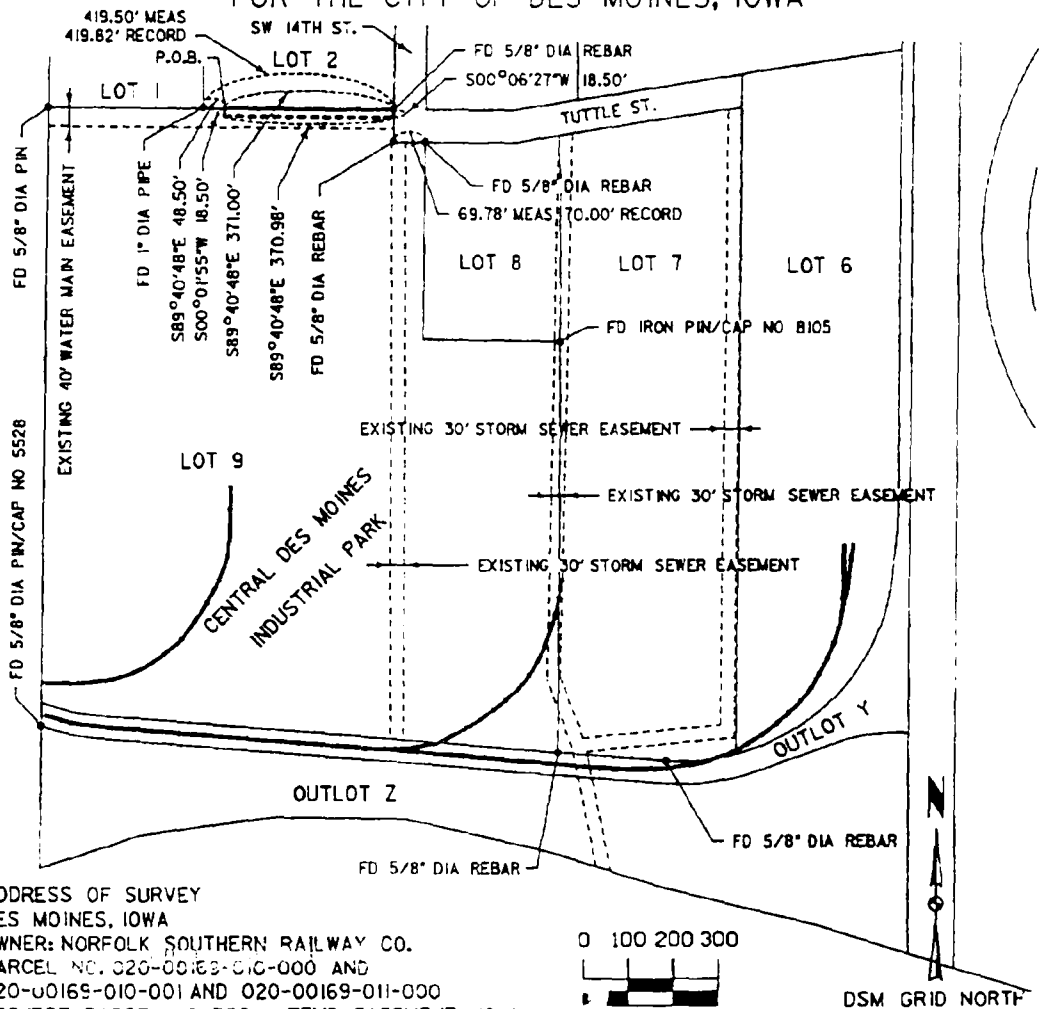
MARTIN LUTHER KING JR PARKWAY
W.O. NO. 0228-99-003

REV/BY/DATE	
BJS:6-30-99	RUST ENVIRONMENT & INFRASTRUCTURE DES MOINES, IOWA (515) 244-1470
BJS: 5-10-99	
BJS:3-5-99	EXHIBIT C SHEET 2 OF 2
BJS:12-14-98	
BJS:8-28-98	

BK8478PG426

ACQUISITION PLAT

FOR THE CITY OF DES MOINES, IOWA



ADDRESS OF SURVEY
DES MOINES, IOWA
OWNER: NORFOLK SOUTHERN RAILWAY CO.
PARCEL NO. 020-00169-010-000 AND
020-00169-010-001 AND 020-00169-011-000
PROJECT PARCEL NO. 76C - TEMP. EASEMENT NO. 1

MARTIN LUTHER KING JR PARKW
W.O. NO. 0228-99-C

LICENSED LAND SURVEYOR LARRY L. KAESTNER 6132 IOWA

I hereby certify that this Land Surveying document was prepared 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.

03/29/00
Date

LARRY L. KAESTNER
License number 6132
My license renewal date is December 31, 2000.
Pages or sheets covered by this seal:
Sheets 1 + 2 of 2

REV/BY:DATE	
BJS:6-30-99	RUST ENVIRONMENT & INFRASTRUCTURE DES MOINES, IOWA (515) 244-1470
BJS:5-10-99	
BJS:3-5-99	EXHIBIT "C" SHEET 1 OF
BJS:12-14-98	
BJS:8-28-98	

BK8478PG425

ACQUISITION PLAT

FOR THE CITY OF DES MOINES, IOWA

LEGAL DESCRIPTION: PERMANENT EASEMENT NO. 6

ALL THAT PART OF LOT 9 IN CENTRAL DES MOINES INDUSTRIAL PARK, AN OFFICIAL PLAT, ALL NOW INCLUDED IN AND FORMING A PART OF THE CITY OF DES MOINES, POLK COUNTY, IOWA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF LOT 8, CENTRAL DES MOINES INDUSTRIAL PARK; THENCE NORTH 89° (DEGREES) 29' (MINUTES) 36" (SECONDS) WEST (ASSUMED BEARING FOR THE PURPOSE OF THIS DESCRIPTION) ON THE PRESENT SOUTHERLY RIGHT-OF-WAY LINE OF TUTTLE STREET A DISTANCE OF 14.00 FEET TO THE POINT OF BEGINNING OF THE PARCEL HEREIN DESCRIBED; THENCE SOUTH 00°06'50" WEST A DISTANCE OF 949.51 FEET; THENCE NORTH 89°44'56" WEST A DISTANCE OF 54.50 FEET; THENCE NORTH 00°06'50" EAST A DISTANCE OF 870.45 FEET; THENCE NORTH 00°48'43" WEST A DISTANCE OF 79.32 FEET TO THE PRESENT SOUTHERLY RIGHT-OF-WAY LINE OF TUTTLE STREET; THENCE SOUTH 89°29'36" EAST ON THE PRESENT SOUTHERLY RIGHT-OF-WAY LINE OF TUTTLE STREET A DISTANCE OF 55.78 FEET TO THE POINT OF BEGINNING.

BY SURVEY CONTAINING 51,805 SQUARE FEET, OR 1.19 ACRES.

MARTIN LUTHER KING JR PARKWAY
W.O. NO. 0228-99-003

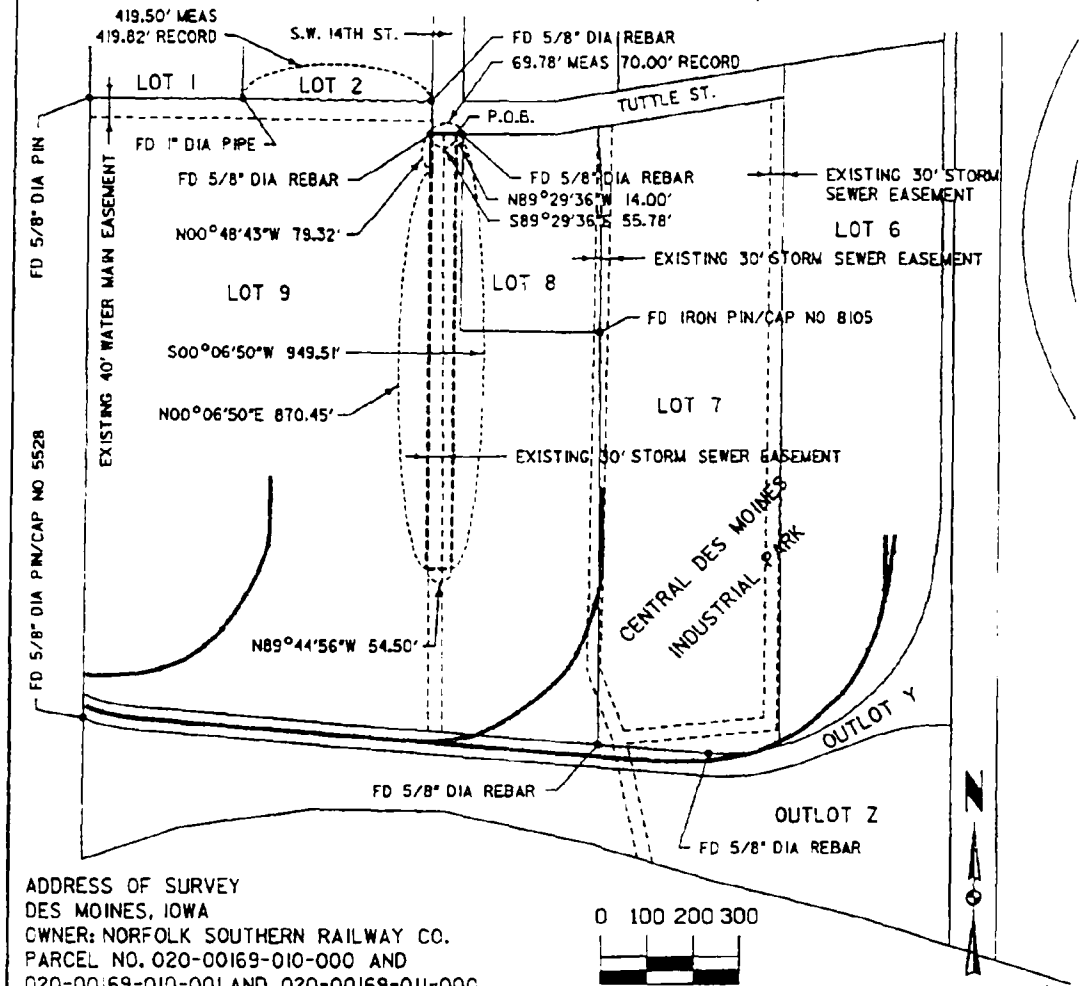
ADDRESS OF SURVEY
DES MOINES, IOWA
OWNER: NORFOLK SOUTHERN RAILWAY CO.
PARCEL NO. 020-00169-010-000 AND
020-00169-010-001 AND 020-00169-011-000
PROJECT PARCEL NO. 76C - PERM. EASEMENT NO. 6

REV/BY:DATE	
BJS:6-30-99	RUST ENVIRONMENT & INFRASTRUCTURE DES MOINES, IOWA (515) 244-1470
BJS:5-10-99	
BJS:3-24-99	EXHIBIT B SHEET 2 OF 2
BJS:12-14-98	
BJS:8-28-98	

BK8478PG424

ACQUISITION PLAT

FOR THE CITY OF DES MOINES, IOWA



ADDRESS OF SURVEY
DES MOINES, IOWA
OWNER: NORFOLK SOUTHERN RAILWAY CO.
PARCEL NO. 020-00169-010-000 AND
020-00169-010-001 AND 020-00169-011-000
PROJECT PARCEL NO. 76C - PERM. EASEMENT NO. 6

0 100 200 300
SCALE

MARTIN LUTHER KING JR PARKWA
W.O. NO. 0228-99-003

LICENSED LAND SURVEYOR LARRY L. KAESTNER 6132 IOWA

I hereby certify that this Land Surveying document was prepared 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.

Larry L. Kaestner 03/26/00
LARRY L. KAESTNER Date
License number 6132
My license renewal date is December 31, 2000.
Pages or sheets covered by this seal:
Sheets 1+2 of 2

REV/BY/DATE	
BJS:6-30-99	RUST ENVIRONMENT & INFRASTRUCTURE DES MOINES, IOWA (515) 244-1470
BJS:5-10-99	
BJS:3-24-99	EXHIBIT 'B' SHEET 1 OF 2
BJS:12-14-98	
BJS:8-28-98	

BK8478PG423

ACQUISITION PLAT

FOR THE CITY OF DES MOINES, IOWA

LEGAL DESCRIPTION: PERMANENT EASEMENT

ALL THAT PART OF LOT 85, AND THE WEST 100.00 FEET OF LOT 80, ALL IN FACTORY ADDITION, AN OFFICIAL PLAT, ALL NOW INCLUDED IN AND FORMING A PART OF THE CITY OF DES MOINES, POLK COUNTY, IOWA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT ON THE WEST LINE OF SAID LOT 85, WHICH POINT IS THE NORTHEAST CORNER OF GOVERNMENT LOT 5 IN THE SOUTHWEST 1/4 OF SECTION 9, TOWNSHIP 78 NORTH, RANGE 24 WEST OF THE FIFTH PRINCIPAL MERIDIAN, POLK COUNTY, IOWA; THENCE SOUTH 00° (DEGREES) 01' (MINUTES) 37" (SECONDS) EAST (ASSUMED BEARING FOR THE PURPOSE OF THIS DESCRIPTION) ON THE WEST LINE OF SAID LOT 85 A DISTANCE OF 517.87 FEET TO THE POINT OF BEGINNING OF THE PARCEL HEREIN DESCRIBED; THENCE SOUTH 89°44'56" EAST A DISTANCE OF 200.00 FEET TO THE EAST LINE OF THE WEST 100.00 FEET OF SAID LOT 80; THENCE SOUTH 00°01'36" EAST ON THE EAST LINE OF THE WEST 100.00 FEET OF SAID LOT 80 A DISTANCE OF 73.01 FEET; THENCE NORTH 89°47'28" WEST A DISTANCE OF 200.00 FEET TO THE WEST LINE OF SAID LOT 85; THENCE NORTH 00°01'37" WEST ON THE WEST LINE OF SAID LOT 85 A DISTANCE OF 73.16 FEET TO THE POINT OF BEGINNING.

BY SURVEY CONTAINING 14,617 SQUARE FEET.

ADDRESS OF SURVEY
DES MOINES, IOWA
OWNER: NORFOLK SOUTHERN RAILWAY CO.
PARCEL NO. 020-01041-002-000 AND
020-01049-000-000
PROJECT PARCEL NO. 76D - PERM. EASEMENT

MARTIN LUTHER KING JR PARKWAY
W.O. NO. 0228-99-003

RUST ENVIRONMENT & INFRASTRUCTURE
DES MOINES, IOWA
(515) 244-1470

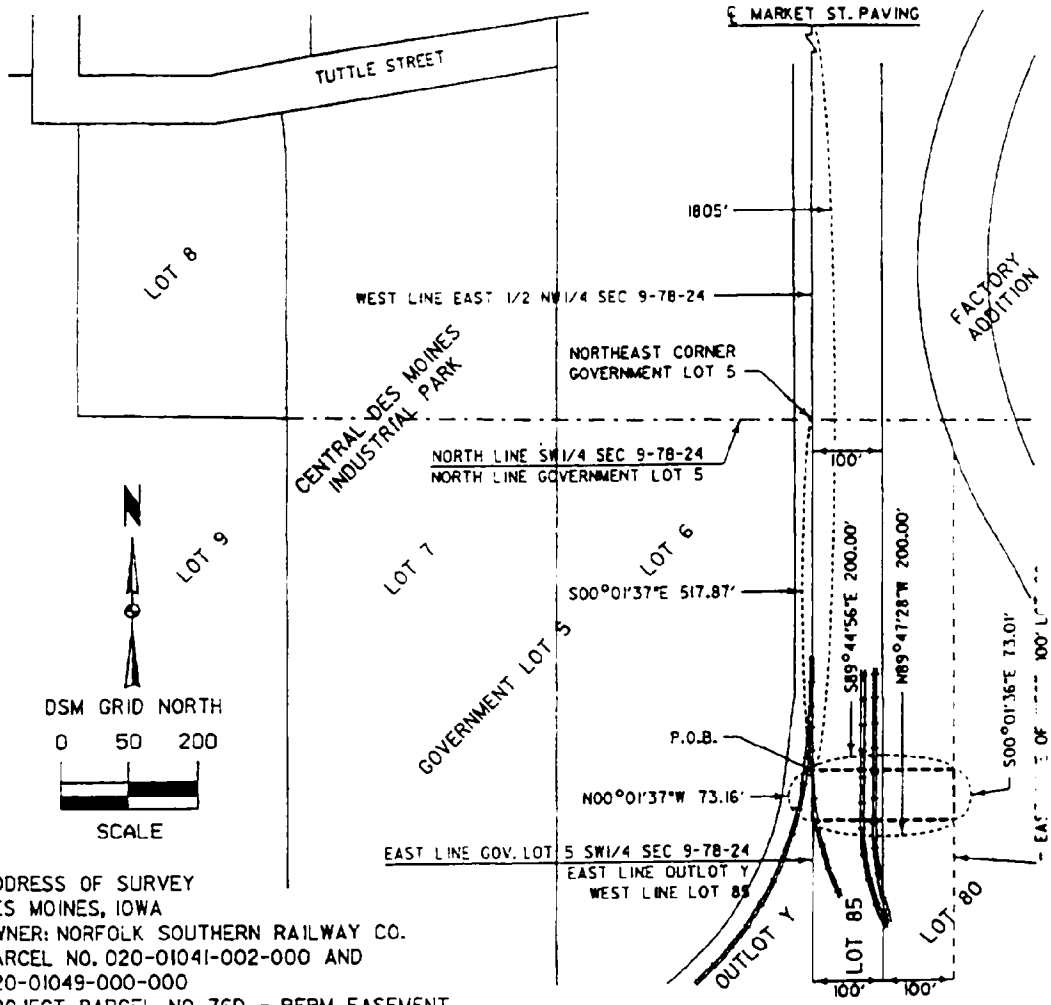
EXHIBIT A SHEET 2 OF 2

REV/BY/DATE
BJS:7-1-99
BJS: 5-10-99
BJS:3-24-99
BJS:12-15-98

BK 8178 PG 122

ACQUISITION PLAT

FOR THE CITY OF DES MOINES, IOWA



ADDRESS OF SURVEY
DES MOINES, IOWA
OWNER: NORFOLK SOUTHERN RAILWAY CO.
PARCEL NO. 020-01041-002-000 AND
020-01049-000-000
PROJECT PARCEL NO. 76D - PERM. EASEMENT

LICENSED LAND SURVEYOR LARRY L. KAESTNER 6132 IOWA

I hereby certify that this Land Surveying document was prepared 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.

Larry L Kaestner 03/29/00
LARRY L KAESTNER Date
License number 6132
My license renewal date is December 31, 2000.
Pages or sheets covered by this seal:
Sheets 1 + 2 of 2

	RUST ENVIRONMENT & INFRASTRUCTURE DES MOINES, IOWA (515) 244-1470
BJS: 7-1-99	
BJS: 5-10-99	EXHIBIT A SHEET 1 OF
BJS: 3-24-99	
BJS: 12-15-98	
REV/BY:DATE	

BK 8478 PG 421

Attachment 4
Site Documents Reviewed

Attachment 4
Third Five-Year Review
Des Moines TCE Site

Documents Reviewed

OU	Title	Originator	Date
1	Performance Evaluation Report No. 11 (January through December 1996) Groundwater Extraction and Treatment System	Dico, Inc. prepared by Eckenfelder/Brown and Caldwell	12/01/97
1	Performance Evaluation Report No. 12 (January through December 1997) Groundwater Extraction and Treatment System	Dico, Inc. prepared by Eckenfelder/Brown and Caldwell	06/01/98
1	Performance Evaluation Report No. 13 (January 1998 through December 1998) Groundwater Extraction and Treatment System	Titan Wheel Corporation prepared by Eckenfelder/Brown and Caldwell	07/01/99
1	Performance Evaluation Report No. 14 (January 1999 through December 1999) Groundwater Extraction and Treatment System	Titan Wheel Corporation prepared by Eckenfelder/Brown and Caldwell	07/01/00
1	Quality Assurance and Monitoring Plan	Aware Consultants	06/01/87
1	Administrative Order	USEPA/Dico	07/01/86
1	OU 1 Record of Decision	USEPA	07/01/86
2/4	OU 2/4 Record of Decision	USEPA	12/01/96
2/4	Work Plan, Surface Remediation, Dico, Inc	Titan Wheel International, Inc./Dyneer Corporation	07/01/94
2/4	Surface Remediation Annual Report for Asphalt Operation and Maintenance Plan (1996)	Titan Wheel International, Inc.	05/22/96
2/4	Surface Remediation Annual Report for Asphalt Operation and Maintenance Plan (1997)	Titan Wheel International, Inc.	05/15/97
2/4	Surface Remediation Annual Report for Asphalt Operation and Maintenance Plan (1999)	Titan Tire Corporation of Tennessee	05/04/99
2/4	Surface Remediation Annual Report for Asphalt Operation and Maintenance Plan (2000)	Titan Tire Corporation of Tennessee	12/15/00
3	Copy of the Des Moines TCE OU3 Superfund State Contract (Contains OU 3 groundwater monitoring plan and ROD)	USEPA/State of Iowa	04/01/93
3	Groundwater Monitoring Report for the Des Moines North Plume	State of Iowa, Department of Natural Resources	06/01/97
3	Laboratory Data (groundwater data collected November 1997 and May 1998)	State of Iowa, Department of Natural Resources	06/01/98
3	Laboratory Data (groundwater data collected April 2000)	State of Iowa, Department of Natural Resources	05/01/01
3	Technical Report on Groundwater Monitoring Conducted April 38, 2000, and July 26, 2001 for the Des Moines North Plume Site	State of Iowa, Department of Natural Resources	02/01/02

Attachment 4
Third Five-Year Review
Des Moines TCE Site

Documents Reviewed

OU	Title	Originator	Date
4	Final Post-Removal Monitoring Report	USEPA	09/01/00
4	Operation and Maintenance Plan, Buildings No. 1-5 Maintenance Building, Maintenance of Interior Surface Coatings	Titan Tire Corporation of Tennessee	06/10/94
4	Removal Action Operable Unit No. 4 1997 Annual Report	Titan Wheel International, Inc.	01/16/98
4	Removal Action Operable Unit No. 4 1998 Annual Report	Titan Tire Corporation of Tennessee	01/14/99
4	Removal Action Operable Unit No. 4 1999 Annual Report	Titan Tire Corporation of Tennessee	06/27/00
4	Removal Action Operable Unit No. 4 2001/2 Annual Report	Titan Tire Corporation of Tennessee	04/15/02
All	First Five-Year Review Report	USEPA	12/29/97

Attachment 5
Applicable or Relevant and Appropriate Requirements

Table A
ARARs Identified for the Des Moines TCE Site in the RODs

Media	ARAR	Status	Requirement Sysnopsis	Action to be taken to Attain ARAR
Groundwater	Federal, Clean Water Act (CWA), NPDES - 40 CFR Parts 122 and 125	Relevant and Appropriate	NPDES permit requirements have been set for the discharge from the air stripper.	Air stripper effluent is monitored to assure compliance with the NPDES permit requirements.
Groundwater	Federal, Safe Drinking Water Act (SDWA), Maximum Contaminant Levels (MCLs), 40 CFR Part 141	Applicable	MCLs have been adopted as enforceable standards for public drinking water systems.	Operation of the groundwater extraction and treatment system will attain MCLs. Groundwater exceeding MCLs will be prevented from entering the operating portion of the Des Moines Water Works infiltration gallery.
Surface Water	State, Water Quality Standards, IAC Chapter 61	Relevant and Appropriate	Establishes water quality standards for surface waters of the State.	The selected remedy complies with the AWQC by meeting the NPDES permit requirements for the air striper effluent.

Table A (Continued)
ARARs Identified for the Des Moines TCE Site in the RODs

Media	ARAR	Status	Requirement Sysnopsis	Action to be taken to Attain ARAR
Surface Water	State, Effluent and Pretreatment Standards, IAC Chapter 62	Applicable	Requires and NPDES permit for discharge into waters of the state.	The groundwater treatment systems has an NPDES permit.
Surface Water	Federal, CWA, Ambient Water Quality Criteria (AWQC), Protection of Freshwater Aquatic Life, Human Health, Fish Consumption	Relevant and Appropriate	AWQC are developed under the CWA as guidelines from which states develop water quality standards.	The selected remedy complies with the AWQC by meeting the NPDES permit requirements for the air striper effluent.
Wetlands	Federal, Executive Order on Protection of Wetlands	Applicable	Requires Federal agencies to avoid, to the extent possible, the adverse impacts associated with the destruction or loss of wetlands and to avoid support of new construction in wetlands if a practicable alternative exists.	No remedy that would impact wetlands was implemented at the site.
Soil, Wetlands	Federal, Executive Order on Flood Plain Management	Applicable	Requires Federal agencies to evaluate the potential effects of actions they may take in a flood plain to avoid, to the extent possible, the adverse impacts associated with the direct or indirect development of a flood plain.	No remedy was implemented within the flood plain at the site.

Table B
Federal MCLs for Groundwater Contaminants of Concern

Contaminant of Concern	MCL (ug/L)	MCLG (ug/L)	Notes
Chloroform	**80**	**0**	**1**
Dichloroethane, 1,2	5	0	2
Dichloroethane, 1,1	--	--	2
Dichloroethene, 1,1	7	7	2
Dichloroethene, trans-1,2	**100**	**100**	**3, 5**
Dichloropropane, 1,2	**5**	**0**	**3**
Tetrachloroethene	**5**	**0**	**3, 5**
Trichloroethane, 1,1,1	200	200	2
Trichloroethene	5	0	2, 5
Vinyl Chloride	**2**	**0**	**4, 5**

Notes:
1 - MCL has changed since the OU 1 ROD. Previous MCL for chloroform was 100 ug/L.
2 - MCL has not been changed since the OU 1 ROD.
3 - MCL has been promulgated since the OU 1 ROD.
4 - MCL has changed since the OU 1 ROD. Previous MCL for vinyl chloride was 1 ug/L.
5 - Chemical is also a contaminant of concern for OU 3.

Attachment 6
OU 3 Groundwater Monitoring Data

TABLE 2: CUMULATIVE SUMMARY OF CONTAMINANT LEVELS (µg/l) IN DES MOINES TCE OU3 MONITORING WELLS

Sample Date	Parameter	NW-30	NW-31	NW-32	NW-34	NW-35	NW-36	NW-39	NW-40
July 1989	PCE	ND	ND	ND	4J	170	8J	--	--
	TCE	ND	ND	ND	1J	54J	2J	--	--
	DCE	ND	ND	ND	ND	24J	0.8J	--	--
Aug. 1989	PCE	0.7J	ND	ND	4	94	2	--	--
	TCE	ND	ND	ND	1	32	ND	--	--
	DCE	ND	ND	ND	ND	17	ND	--	--
Sept. 1989	PCE	ND	ND	ND	3J	138J	ND	--	--
	TCE	ND	ND	ND	ND	29J	ND	--	--
	DCE	ND	ND	ND	ND	14J	ND	--	--
Oct. 1989	PCE	ND	ND	ND	2	150J	ND	--	--
	TCE	ND	ND	ND	ND	42	ND	--	--
	DCE	ND	ND	ND	ND	22	ND	--	--
Jan. 1990	PCE	ND	ND	ND	3	350	0.7J	--	--
	TCE	ND	ND	ND	0.7J	100	ND	--	--
	DCE	ND	ND	ND	ND	48	ND	--	--
March 1990	PCE	ND	ND	ND	2	330	ND	--	--
	TCE	ND	ND	ND	ND	90	ND	--	--
	DCE	ND	ND	ND	ND	59	ND	--	--
April 1990	PCE	ND	ND	ND	2	185	1	--	--
	TCE	ND	ND	ND	ND	44	ND	--	--
	DCE	ND	ND	ND	ND	28.5	ND	--	--
Sept. 1990	PCE	ND	ND	ND	ND	335	ND	--	--
	TCE	ND	ND	ND	ND	88.5	ND	--	--
	DCE	ND	ND	ND	ND	54J	ND	--	--
Dec. 1990	PCE	ND	ND	ND	2	315	ND	--	--
	TCE	ND	ND	ND	ND	82.5	ND	--	--
	DCE	ND	ND	ND	ND	44.5	ND	--	--
June 1991	PCE	ND	ND	ND	ND	97.5	ND	3.2	5.4
	TCE	ND	ND	ND	ND	22	ND	5.1	2.6
	TCE	ND	ND	ND	ND	11	ND	20	7.7
Sept. 1991	PCE	ND	ND	ND	1.7	21J	ND	4.2J	1.1
	TCE	ND	ND	ND	ND	23J	ND	3.8J	ND
	DCE	ND	ND	ND	ND	14	ND	ND	3.0

NOTES: ND = Not detected at detection limit. J = The associated value is an estimate
-- = Indicates no sample was collected.

TABLE 2 (Cont.): CUMULATIVE SUMMARY OF CONTAMINANT LEVELS (µg/l) IN DES MOINES TCE OU3 MONITORING WELLS

Sample Date	Para-meter	NW-30	NW-31	NW-32	NW-34	NW-35	NW-36	NW-39	NW-40
Apr. 1996	PCE*	ND	ND	ND	ND	--	ND	7	ND
	TCE*	ND	ND	ND	ND	--	ND	ND	ND
	DCE*	ND	ND	ND	ND	--	ND	ND	ND
	VC*	ND	ND	ND	ND	--	ND	ND	ND
Oct. 1996	PCE*	ND	ND	ND	ND	44	ND	5 (7)	17
	TCE*	ND	ND	ND	ND	16	ND	4J (5J)	ND
	DCE*	ND	ND	ND	ND	5J	ND	ND(ND)	ND
	VC	ND	ND	ND	ND	ND	ND	ND(ND)	ND
May 1997	PCE	ND	ND	ND	ND	22 (16)	ND	6	ND
	TCE	ND	ND	ND	ND	10 (8)	ND	4	ND
	DCE	ND	ND	ND	ND	4 (3)	ND	ND	ND
	VC	ND	ND	ND	ND	ND(ND)	ND	ND	ND
Nov. 1997	PCE	ND	ND	ND	ND	26	ND	--	2 (2)
	TCE	ND	ND	ND	ND	8	ND	--	ND(ND)
	DCE	ND	ND	ND	ND	3	ND	--	1 (1)
	VC	ND	ND	ND	ND	ND	ND	--	1 (1)
May 1998	PCE	ND	ND	ND	ND	31	ND	--	3
	TCE	ND	ND	ND	ND	8	ND	--	ND
	DCE	ND	ND	ND	ND	3	ND	--	2
	VC	ND	ND	ND	ND	ND	ND	--	ND
May 1999	PCE	ND	ND	ND	ND	140(130	ND	--	1
	TCE	ND	ND	ND	ND	36 (40)	1	--	ND
	DCE	ND	ND	ND	ND	20 (21)	2	--	ND
	VC	ND	ND	ND	ND	ND(ND)	ND	--	ND
April 2000	PCE*	ND	ND	ND	ND	67	ND	--	ND(ND)
	TCE*	ND	ND	ND	ND	42	ND	--	ND(ND)
	DCE*	ND	ND	ND	ND	18	ND	--	ND(ND)
	VC*	ND	ND	ND	ND	ND	ND	--	ND(ND)
July 2001	PCE	ND	ND	ND	ND	170(120	ND	--	2
	TCE	ND	ND	ND	ND	65 (63)	3	--	ND
	DCE	ND	ND	ND	ND	28 (25)	5	--	ND
	VC	ND	ND	ND	ND	ND(ND)	ND	--	ND

NOTES: ND = Not detected at detection limit.
* Detection limit = 5 ug/l
J = The associated value is an estimate
-- = Indicates no sample was collected.

Attachment 7

Site Inspection Trip Memorandum

BLACK & VEATCH SPECIAL PROJECTS CORP.

TRIP MEMORANDUM

USEPA Region VII
Des Moines TCE Site
Second Five-Year Review
Site Inspection

BVSPC Project 046910.0845
BVSPC File D.3
October 25, 2002

To: File

From: Genise Luecke GML

Trip Purpose: The purpose of the trip was to perform the site inspection for the second five-year review of the Des Moines TCE site.

On Monday, October 21, 2002, Ms. Genise Luecke, BVSPC Site Manager, and Mr. Robert Blake, BVSPC Project Engineer, traveled to the site to begin the site inspection. BVSPC representatives arrived at the site at 9:15 a.m. The following persons were onsite and met with BVSPC representatives:

- Mr. Gazi George, Titan International
- Mr. Dan Butters, Titan International
- Mr. Don Brown, Titan International
- Mr Glenn Curtis, USEPA
- Ms. Mary Peterson, USEPA

On Monday, October 21, 2002, the following activities were conducted by BVSPC representatives:

- Mr. Brown quickly showed BVSPC representatives the general site layout including the buildings, asphalt cap, and the South Pond.
- Mr. Butters showed BVSPC representatives the groundwater extraction system including the air stripper, extraction wells, and NALCO (anti-scaling) feed system.
- BVSPC representatives collected a sediment sample from the South Pond overflow area.
- BVSPC representatives conducted a detailed inspection of the asphalt cap including the monitoring wells located on and around the cap.

On Tuesday, October 22, 2002, the following activities were conducted by BVSPC representatives:

- BVSPC representatives conducted a detailed inspection of the buildings encapsulation in Buildings 1 through 5 and the Maintenance Building.
- BVSPC representatives inspected the groundwater extraction system outfall on the Raccoon River.
- BVSPC representatives inspected the monitoring wells located across the Raccoon River from the Dico property in the Des Moines Water Works park.

Details of the activities conducted during the site inspection are provided in the field log book entries, copies of which are attached. Also attached, are copies of photographs taken during the site inspection. The following general observations were noted:

- Overall, the maintenance on the asphalt cap appeared to be ongoing and adequate. Specific areas that need to be addressed include repair of cracks in the concrete truck pads which Mr. Brown stated were not maintained; the area west of Building 3 behind the stored empty pallets which had several subsidences, holes in the cap, and a large area of standing water; and maintenance of the edge of the cap near the South Pond to correct the encroachment of weeds. Other, more minor areas that need attention are detailed in the field log book entries.

- Overall, the groundwater extraction system appears to be adequately maintained. However, Mr. Butters has only been conducting the maintenance for 2 months and has not been provided an operation and maintenance (O&M) manual. Mr. George also indicated that they have no as-built drawings or O&M manual at their disposal. Mr. Curtis, USEPA, indicated that USEPA will provide Titan International with a copy of the O&M manual from USEPA files. It is recommended that the O&M manual be updated to include the NALCO feed system which has been added to the treatment train since the original construction to combat air stripper tower fouling issues.
- Overall, the buildings maintenance appears to be ongoing and adequate. Evidence of ongoing maintenance including past reapplying of floor and wall coatings and re-taping of the ceiling insulation was apparent throughout the buildings. Specific areas that need to be addressed include cracks in the concrete floors which Mr. Brown indicated that they do not coat or fill as part of the coating maintenance and the offices on the east end of the Maintenance Building do not appear to have been maintained for some time and need to be fixed. In addition, the monthly inspections required by the O&M manual have not been conducted. These inspections need to be conducted, especially in buildings that are in use such as Buildings 4 and 5 are currently. Other, more minor areas that need attention are detailed in the field log book entries.
- Three wells (two unidentified and P-6) were uncapped and unlocked. One of the unidentified wells had been run over and crunched. These wells need to be fixed, capped, and locked. All wells onsite should be identified.

Attachments

3/21/02 & 3/22/02

Floating Holiday & Vacation.

10/21/02 Mr Blake & Ms. Lueke

0600 - Left from KC for Des Moines.

0920 - Arrived at Titan wheel.

Met w/ Gazi George of Titan & Dan ?

Mr. Gazi George is w/ Titan Home office.

Dan is the onsite Titan Rep who samples & maintains the air stripper.

Mr. George explained that Mr. Don Brown, ~~was~~ of Titan, Des Moines, was showing Ms. Mary Peterson & Mr. Glenn Curtis of the EPA.

At about 1000, Mr. Brown began showing Ms. Lueke & Mr. Blake the insides of the buildings.

[redacted]

Went through Bldgs 1/2/3 and 4/5 and maint. Bldg.

There was no product in Building 1/2/3. The maintenance Bldg does not have product (tires & wheels) It has broken equipment, trailers, equipment.
The only obvious roof problem was in the maint Bldg.
Bldg. 4/5 does have product (tires & wheels). However, it is not occupied full time every working day.

Overall, Roofs looked well maintained, with insulation kept taped. (See Maint Building Note above)

After reviewing the buildings, Mr Brown showed BVSPC the cap, both inside & outside the Sengo, the south pond, and pointed out the air stripper.

Mr. Brown explained that the buildings and cap are repaired once per year as required by the O&M Plan.

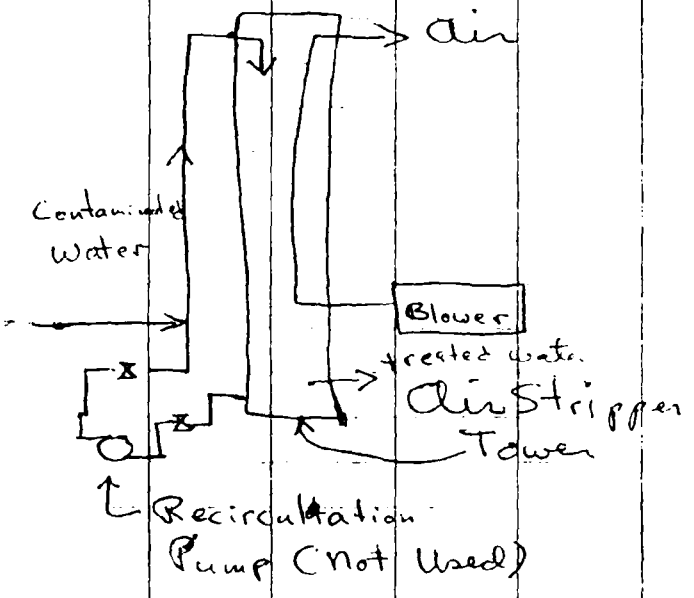
While reviewing the buildings it began to rain.

Mr Brown explained that he had personal business for the afternoon, but that he would be back tomorrow.

BVSPC & Mr. Brown went offsite to get sampling supplies for the soil sample.

When BVSPC returned, discussed inspection schedules w/ EPA and Titan. ~~As rain had stopped collected soil/sediment sample~~

Went w/ Don to inspect the air stripper



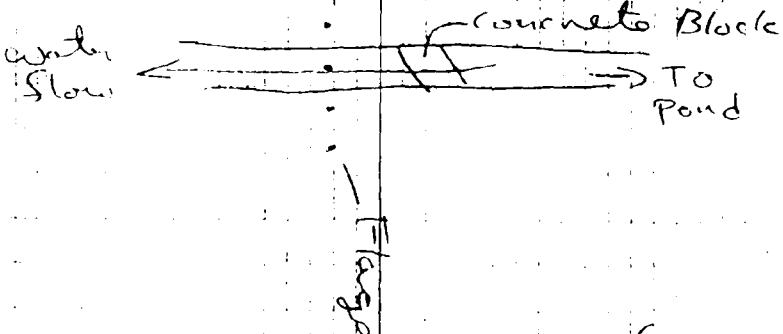
A scale inhibitor NALCO 8357 is added to the contaminated water at ERW-4.
NALCO 8357 contains sodium bisulfite.
≈ 25 to 30 gal are used/wk.

BVSPC went to Lunch

After lunch, Rain had stopped, so BVSPC went to collect the sediment sample from the S. Pond.

There was a concrete block in the S. Pond spillway. Collected the sample ≈ 6 feet downstream of concrete spillway.

Set 5 flags across the stream, one in the stream & 2 on each side.



Deconned sample bucket & trowel w/ alconox & DI water

Collected one jar of sediment or soil at each flag. Each aliquot went into a compositing bucket

Blended the five aliquots & used the mixed soil/sediment to fill one sample jar.

Inspected cap. See below for Photo #s, captions & notes on inspection

Pic 8 (1st 7 pictures documented in G. Lucke's Log). South end of Non-Traffic Cap just north of the S. Pond (just South of Bldg. 4/5)

Showing well established weeds growing at edge of cap. Edge of vegetation is @ least one foot onto the cap. Picture taken facing East.

Picture 9 – Facing West. Patches in the cap that need further repair.

Picture 10 – Storage Area south of Bldg. 4/5. Looking east. Showing holes in asphault from storage racks.

Picture 11 – Looking west along the north edge of Bldg. 4/5, showing gap between the cap and the Bldg. foundation

Most patches are raised above the cap.

There are some ~~cracks~~ REB cracks into the cap from the joint between the sidewalk and the cap on the east side of the maint. Bldg.

Between the Maint. Bldg. and Bldg. 2/3 (North of Maint., south of 2/3) - grass growing on the concrete (Picture 12)

Picture 13 - Gouges in the cap in front of the North east corner of the maintenance bldg.

Picture 14 - Drain in the south east corner of the maint. Bldg.
While most drains ~~have~~ are are mostly clear (some small buildup of weeds, grass, grit), some have heavier buildup (to the point where they are blocked)

~~Picture 15 - Damaged well cover on the south side of the Maint. Bldg., near what seems to be a pit.~~

GM 1

Picture ~~16~~ - Northeast corner of Bldg. 3 showing subsidence of cap around drain pipe. Note dirt showing through hole.

Note - On the west side of Bldg. 3, between the concrete ~~pier~~ piers, there are gouges through the cap. Maybe forklift wheels.

Picture ~~17~~ 16 - Taken facing north twords Bldg. 2, showing large pond of standing water.

Note - The outer wall of Bldg. 2 is cracked just west of the walkway to Bldg. 3, between the first two west windows, by the low point in the roof. Need to check insulation inside the bldg.

Note - Unlike the area between the maint. Bldg. and 4/5, which shows signs of regular maintenance patching, the area between Bldgs 2 and 3 does not show signs of patching.

The west side of Bldg. 2 shows signs of regular maintenance patching.

On the east side of Bldg. 2, Old patchwork next to the Blue foundation needs further repair.

Picture ~~18~~ 17 ~~DMZ~~ - The north east corner of the cap showing a large # of cracks. Note the large area of ~~new~~ 12 & 13 new patch.

Picture ~~19~~ - A possible drain for the northeast corner of the cap.

Picture ~~20~~ 19 ~~DMZ~~ - Extensive cracking of concrete slab within the cap. This much cracking is not typical but all cracks need to be patched, ~~as~~ in both concrete & asphault. All the concrete slabs have some cracking.

Picture ~~21~~ 20 ~~DMZ~~ - Broken curbing near the northwest corner of the production bldg.

Picture ~~22~~ 21 ~~DMZ~~ - Unmarked well north of NW-7. Note that there was no lock, no cap on the well. This well is inside a ~~t~~ double size protection cage.

Picture ~~23~~ 22 – Unmarked well, in single protection cage, south of ERW-5, light pole, and hydrant. The well cover (exterior) is crushed, the capcover is broken off, well plug and bailer line are hanging outside well cover.

Picture ~~24~~ 23 – Well P6, with no cap, no plug, no bollards.

Picture ~~25~~ 24 – This picture may not come out. Evidence of (~~gouges~~ RCB gouges and holes in the cap) showing pallet storage in No Traffic Area, South east of the air stripper.

Area southwest of No Traffic area, along the beginning of the South Pond was some plant growth along the edge of the cap. (Like Picture 8).

The curbing around well ERW-9 needs repair. As it is, it is a breach through the cap.

~~West of Bldg. 4/5 there is a large (± 20' x 15') low spot~~ RCB

West of Bldg. 4/5 there are low in the cap. Most spots can be seen by the ponded water. Most of the low spots are shallow, but some are several inches deep.

East of well P-6 and west of Bldg. 4 there is a stand pipe? that is ± 6' tall It has a permanent bollard

cage (unlike most of the well protection cages). It also has a large area of standing water (≈ 20' x 15') all around it.

Offsite at 1700.

RCB

10/21/02

10/22/02 Partly cloudy, cold (≈36)

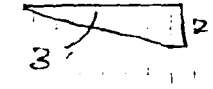
~~Began~~ RCB Onsite at 0756. Began inspecting buildings (floor encapsullation [state of coating] & roof insultation)

Building 1 – Some cracking of wall paint by east rollup door.

Picture 1 (of disposable camera) North wall of interior room of B.1. Wall ~~pa~~ coat is cracking, some coating has fallen off of exposed wall.

B2, Northwest corner. There is an oily patch on the floor that has eaten through the coating. Oil area ≈ 3' x 2'

Picture 2 ↑



B used for Building or Bldg.

B2 - Old coating appears to hold up well to traffic. For example, see area on the west side of B2, by the covered entrance.

Picture 3 - Roof panel w/ no coating. Location B2, west bay, 1st roof girder from North wall, 4th roof panel from west wall.

Rollup door, northeast corner B1 has coating spalled off in several places, insulation showing through.

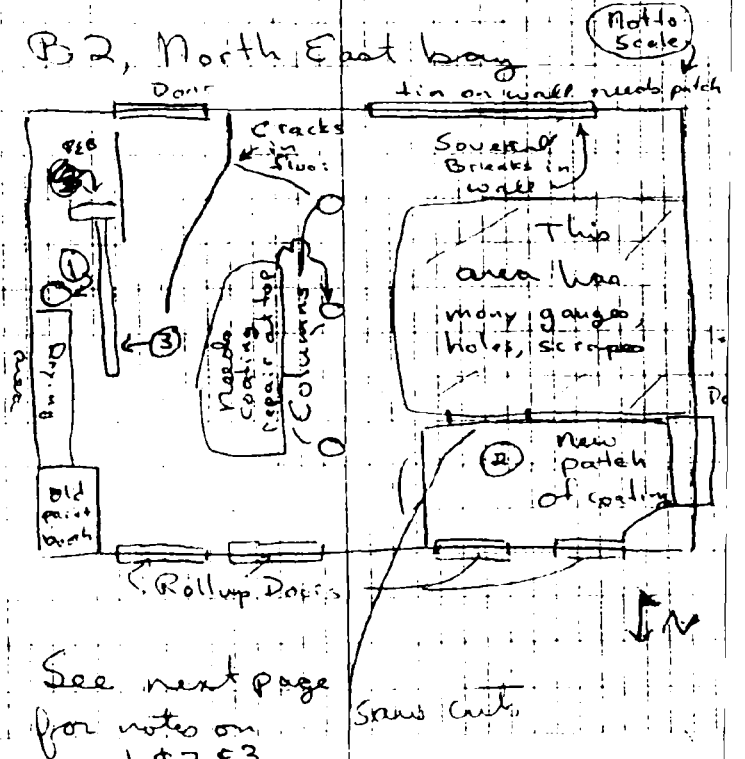
B2, west bay - Expansion joint needs to be recoated (it has expanded & uncoated concrete can be seen)

The northwest wall of the B2 office (in east side of west bay), coating is cracking on the wall.

Outside the B2 office by the bollard, the wall is broken & coating is breached.

B2 - Large door between west and east bay. There are gauges through the coating (probably from pallet traffic)

B2, North East bay



See next page for notes on 1 & 2 & 3

① Section of floor needs repair of coating

② Area of new coating patch where coating is spalling off

③ Area where coating seems to be spalling off old paint (yellow paint).

Need to determine if saw cuts by doors were made before or after floors were coated.

Floor coating

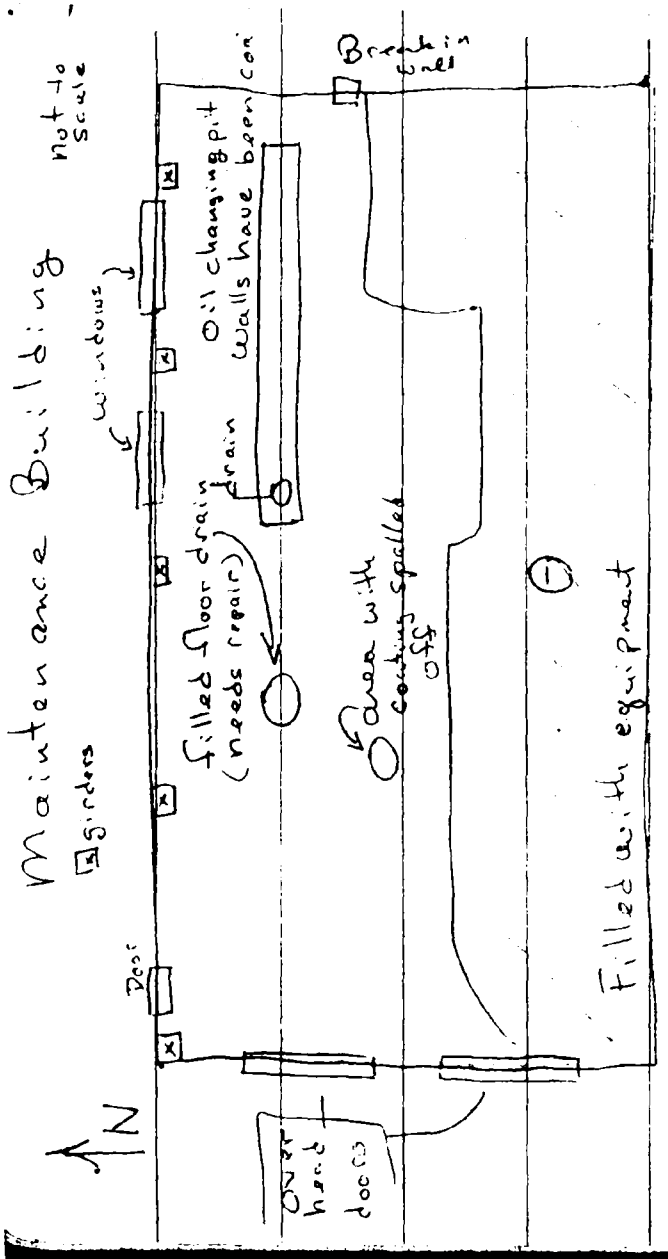
East side of B2, east bay in better shape than west side (the columns were used to divide the bay).

At some places, new coating has been applied over paint (yellow & white lines to guide traffic and mark storage areas). The coating seems to spall off paint more easily than when applied to concrete. It appears the bond between the coating & paint is weaker than between coating & concrete. There are several places where there are many bubbles in the coating and the bubbles seem to follow lines of old paint.

In B2, east and west bays the color of the coating layers appears to be

Grey-Green – 1st Coat (earliest)
Grey (dark) – 2nd Coat
Grey (bright) – New coat (2002)

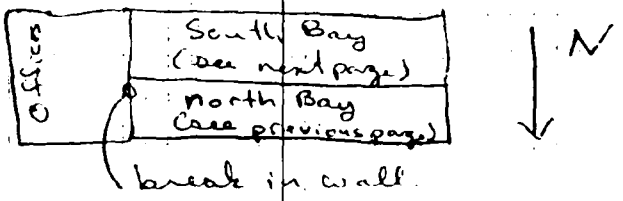
In the south bay of B2, it appears that there was a blue-grey coat layer below the grey-green coat. This coat is nearly as clean as the new bright coat



Picture 4 - Equipment stored in the Maintenance Bldg.

1 - a bad spot in the roof insulation. See Picture 5.
Note - Titan is aware of this spot in the roof.

The break in the east wall of the north bay leads to a set of offices on the east side of the Maintance B.

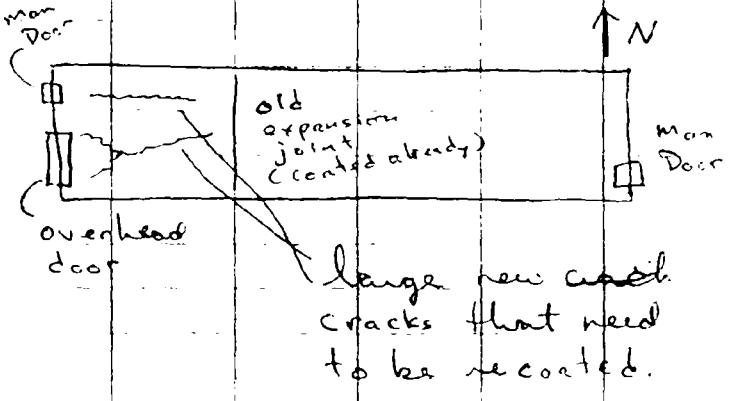


East offices ⇒ all walls and ceiling need repair. The coating on the walls is cracking and pealing off. Ceilings need to be retaped. Floor coating is Ok.

Picture #6 - Ceiling of maintance B offices.

Picture 7 - Offices Walls in the Maintance B, showing holes and coating flaking off

Maintenance B South Bay



There is evidence of repairs ~~to~~ on the ceiling insulation of the south bay of the Maintenance Bldg.

Picture 8 - Roof insulation fallen down along the ~~North~~ east wall of B4, accross from the LB girder

There were several steel bands lying on the coated floor of B5.

Left site @ 1430. Went ~~across~~ accross the river to check on which wells ~~are~~ should be surveyed.

Left Des Moines 1530.

R. S. Clarke

Denise M Luecke 10/21/02

0915 Arrived @ site. Met with Don Butters & Gaji George.

0945 Don Brown showed us around the buildings and site. He discussed the building maintenance with us. See interview form.

1030 Don took us to store to purchase sampling supplies. Began raining.

11:30 Don Butters escorted us around air stripper and extraction wells. See interview form.

1230 Collected soil sample from South Pond overflow. Overflow was wet with running water. We selected location with the most sediment to set up sampling point.

1247 Collected soil sample according to QAPP

Denise M Luecke
10/21/02

10/21/02 Denise M Luache

1:10 Left site for lunch.

2:10 returned to site. Began inspecting cap. Began at South edge near South Pond and worked our way north along Bldgs. then around Producing Bldg and up between the Bldgs. Overall, maintenance appeared good. Some major areas for concern: Edge of cap (SE) just north of South Pond weeds encroaching on edge over 2 feet in spots; Don Brown indicated that they only patch the asphalt not the concrete, which needs repair and cracks sealed in several spots; Area between bldgs 2 & 3 needs lots of work - pit with water, large subsidence at north west corner, tire

Denise M Luache
10/21/02

Denise M Luache 10/21/02

tracks through asphalt to name some items needing attention; Also, noticed three wells that did not have locks or caps. One is PW-6. The other two are north of NW-7 (south of ERW-6) ~~one have~~ obviously been hit by vehicle. No cap, lock off and standpipe badly broken still contained water. Other, no cap, only specific observations, see photo log in other log book.

4:50pm Left site after completing outside inspection.

Denise M Luache
10/21/02

4

Des Moines TCE Site
Photo Log

Dates	Frame	Subject
10/21/02	1	Facing S - Air Stripper Tower
10/21/02	2	Facing N - Air Stripper Tower Intake (air)
10/21/02	3	Air Stripper Tower Faceplate
10/21/02	4	Extraction Well EAW-9 (SE)
10/21/02	5	South Pond Sampling, facing NW.
10/21/02	6	South Pond Sampling locations, facing W - South Pond
10/21/02	7	South Pond Sampling location Aliquots on North side of overflow
10/21/02	8	Facing E, SE edge of cap showing weed encroachments
10/21/02	9	Facing W, ~~SW~~ SE area of cap showing failure area
10/21/02	10	Facing E, SE area of cap, patched holes from pallets
10/21/02	11	Facing E, Gap between Bldg 4/5 and cap

Denise M Lueche
10/21/02

5

10/21/02

Photo Log

Date	Frame	Subject
10/21/02	12	Facing W, failed concrete between Bldgs 2/3 & Maint.
10/21/02	13	Facing NE, scrapes from pallets by Bldg Maint.
10/21/02	14	Facing E, debris on drain S of Bldg Maint.
10/21/02	15	Facing S, large hole in cap at ~~NW~~ corner of Bldg 3
10/21/02	16	Facing N, large depression filled w/ water west of Bldg 3 ~~NW~~
10/21/02	17	Facing ~~N~~ S, severe cracking of cap east of the Dico property
10/21/02	18	Facing SW, drain in cap East of Dico property
10/21/02	19	Facing W, severe cracking in concrete truck pad
10/21/02	20	Facing S, broken curbing at Bldg (Production Bldg)
10/21/02	21	Unnumbered well between NW-7, EAW-7, No cap/lock

Denise M Lueche
10/21/02

10/21/02

Photo Log

Date	Frame	Subject
10/21/02	22	Unencumbered, broken, unlocked, no cap, water still in well, between NW-7 and EAW-6
10/21/02	23	Well P-6 no cap, no lock
10/21/02	24	Facing S, SW area of cap
10/22/02	1	Bldg 1 office broken wall board, peeling coating
10/22/02	2	Bldg 2 Ceiling insulation panel missing coating
10/22/02	3	Bldg 2 Floor showing wear
10/22/02	~~3~~ 4	Bldg Maintenance. Stored materials
10/22/02	5	Maintenance Bldg. Ceiling patches and unpatched area

Dan Luscher
10/22/02

10/22/02

Photo Log

Date	Frame	Subject
10/22/02	6	Office area on east end of Maintenance Bldg. Fallen Ceiling panel and unrepaired ceiling
10/22/02	7	Office area on east end of Maintenance Bldg. Holes in wall, chipped fallen coating, typical of whole office area
10/22/02	8	Bldg 4, fallen wall insulation panel, east wall
10/22/02	9	Bldg 4/5, general picture
10/22/02	10	Bldg 4, stacked pallets of wheels
10/22/02	11	Facing SE, Air Stripper effluent location on the Raccoon River

Dennis M Luscher
10/22/02

10/22/02 Denise M Lusche

0800 Arrived at site, checked in at site office. Windy 40°F.

0805 Began Bldg 1 Inspection. See separate pages for specific inspection items.
General Items to note: Need to repair cracks (clean then seal) in floors; should retape all insulation seams where not holding. Need to be sure to clean area before applying sealant to prevent spawling.

0820 Begin Bldg 2 inspection. Question about whether saw cuts in South Bay are post-sealant. If so, need to seal and be sure any future cutting done safely. See separate sheet for specific items.

1010 Finished Bldg 2 took break at office.

Denise M Lusche
10/22/02

Denise M Lusche 10/22/02

1020 Resumed Bldg inspections at Bldg 3. Evidence of regular maintenance can be seen. See separate sheet for specific items.

1055 Inspecting SW Bay of Bldg 3 in general OK, some ceiling/gender work needed. Some site wall insulation panels need repair.

1105 Finished Bldg 3 begin Maintenance Bldg. In general OK except for office area on east side of building. No evidence of past maintenance here. Every wall, ceiling needs repair. Lots of cracked coatings. Holes in walls. Almost all tape on ceiling has failed. One fallen ceiling panel.

1135 Finish Maint. Bldg Break for lunch

Denise M Lusche
10/22/02

Gene M Luecke 10/22/02

1230 Begin inspection of Bldg 4/5. In general in good repair and evidence of past maintenance apparent. See ~~attached~~ separate sheet for specific items. This is the only building still in use. Storing tires and rims on pallets throughout Bldg.

1415 Finished Bldg 4/5 inspection.

1420 Inspected air stripper effluent on the Raccoon River. Appears in good repair although access for sampling is precarious.

1430 Checked out with Titan office. Went across river to inspect wells in the Des Moines Water Work Park.

GM Luecke
10/22/02

1500 Finished inspection of wells in the Des Moines Water Work Park. Left site.

GM Luecke
10/22/02

BLACK & VEATCH

Owner USEPA
Plant Des Moines TCE Site Unit
Project No. 4690.845 File No.
Title Building Inspection

Computed By
Date 20
Verified By
Date 20
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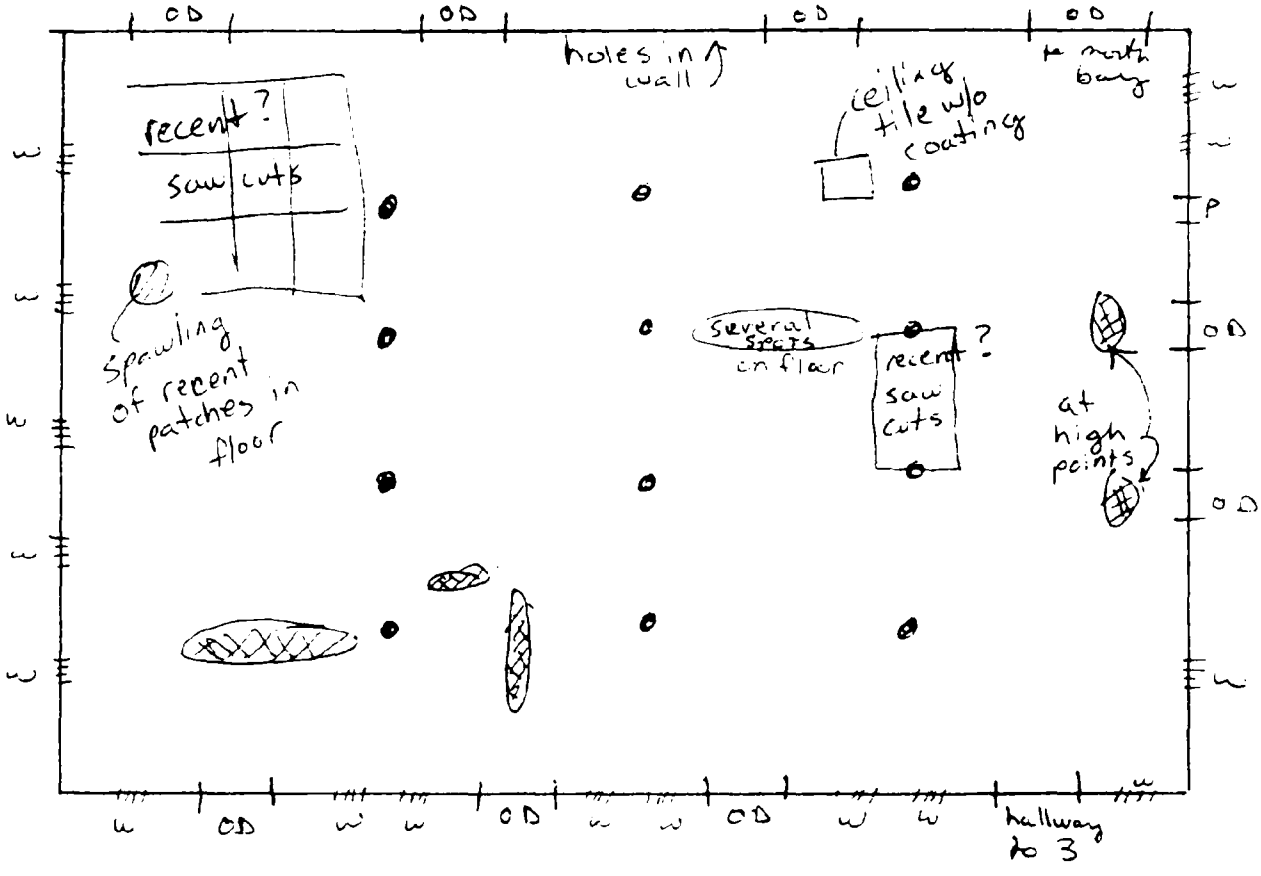
PGN-172B

Building 2 - South Bay



Legend

window

OH - overhead door / bay

P - person door

beam support column

floor area w/ breaches in coating

N

no scale

REVISED, SUPERSEDED, AND VOID CALCULATIONS MUST BE CLEARLY IDENTIFIED, INITIALED, AND DATED BY THE RESPONSIBLE INDIVIDUAL.

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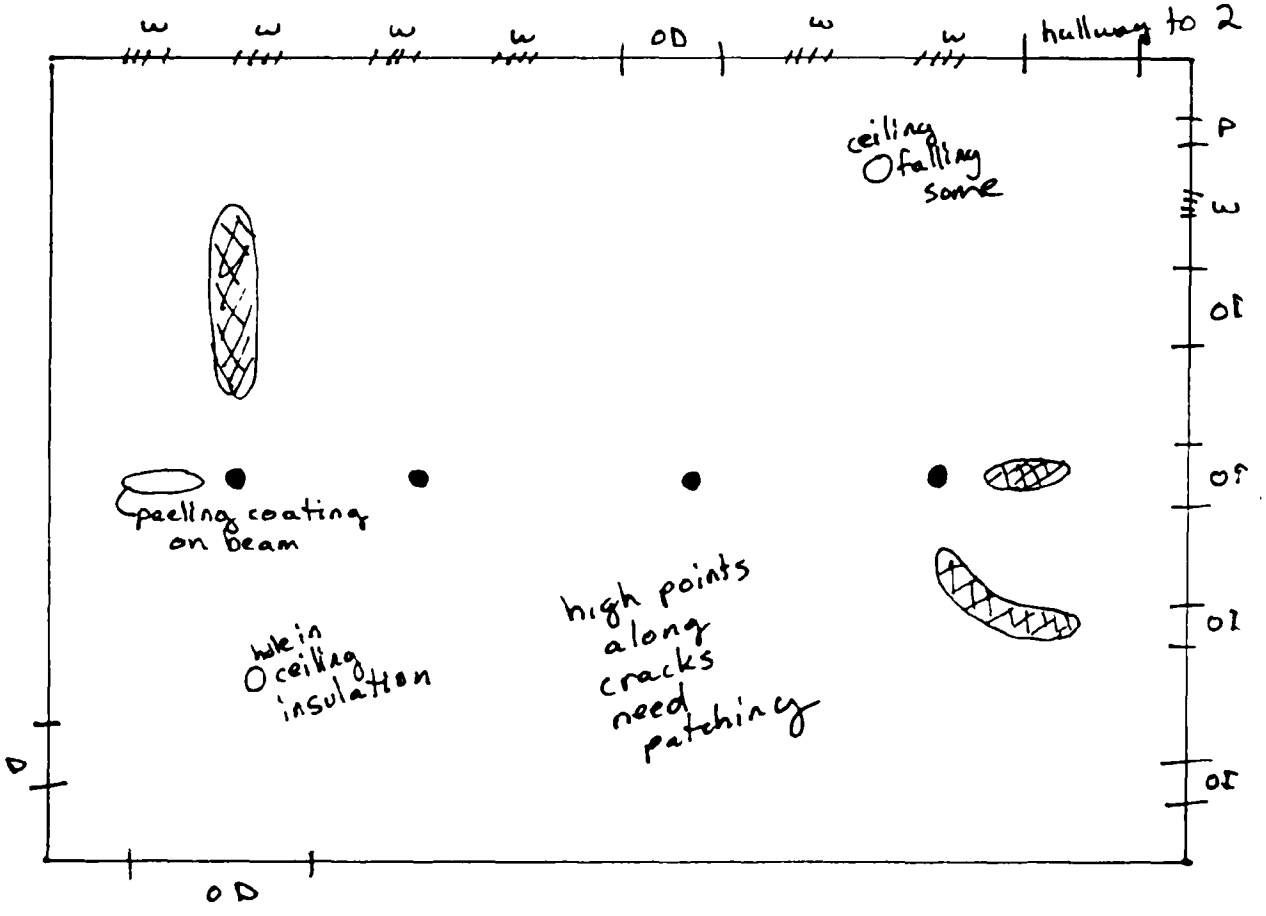
Bldg 3 - North Bay (See legend Bldg 2 South Bay)



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no scale

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South Bay of Building 3

- Patching needed on north wall
- hole in SW overhead door needs patching
- recoating needed on floor by east overhead door

Southwest Bay of Building 3

- Several ceiling panels need repair
- side wall panels on west need repair
- scrape and recoat girders

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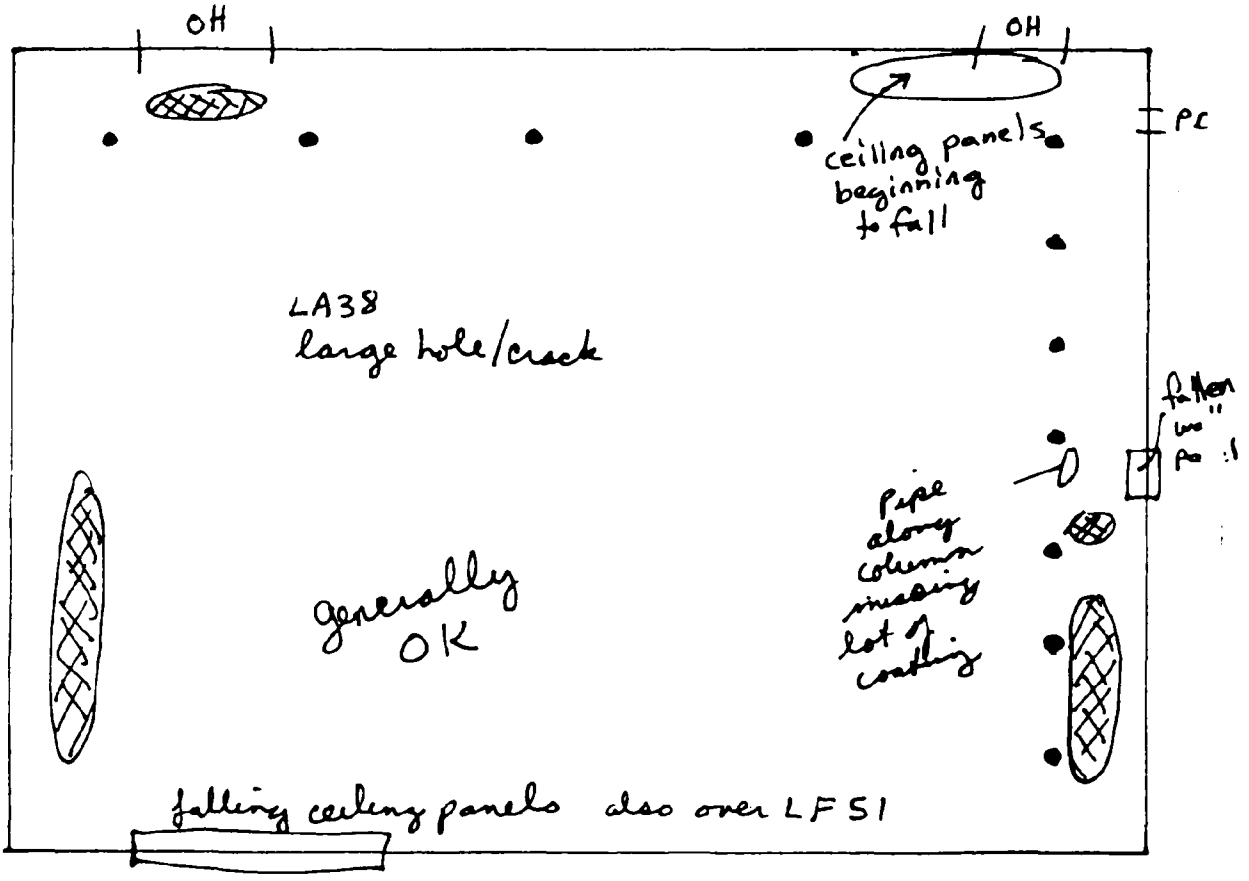
Building 4 (See legend Building 2 South Bay)



Areas covered with stored items not inspected.

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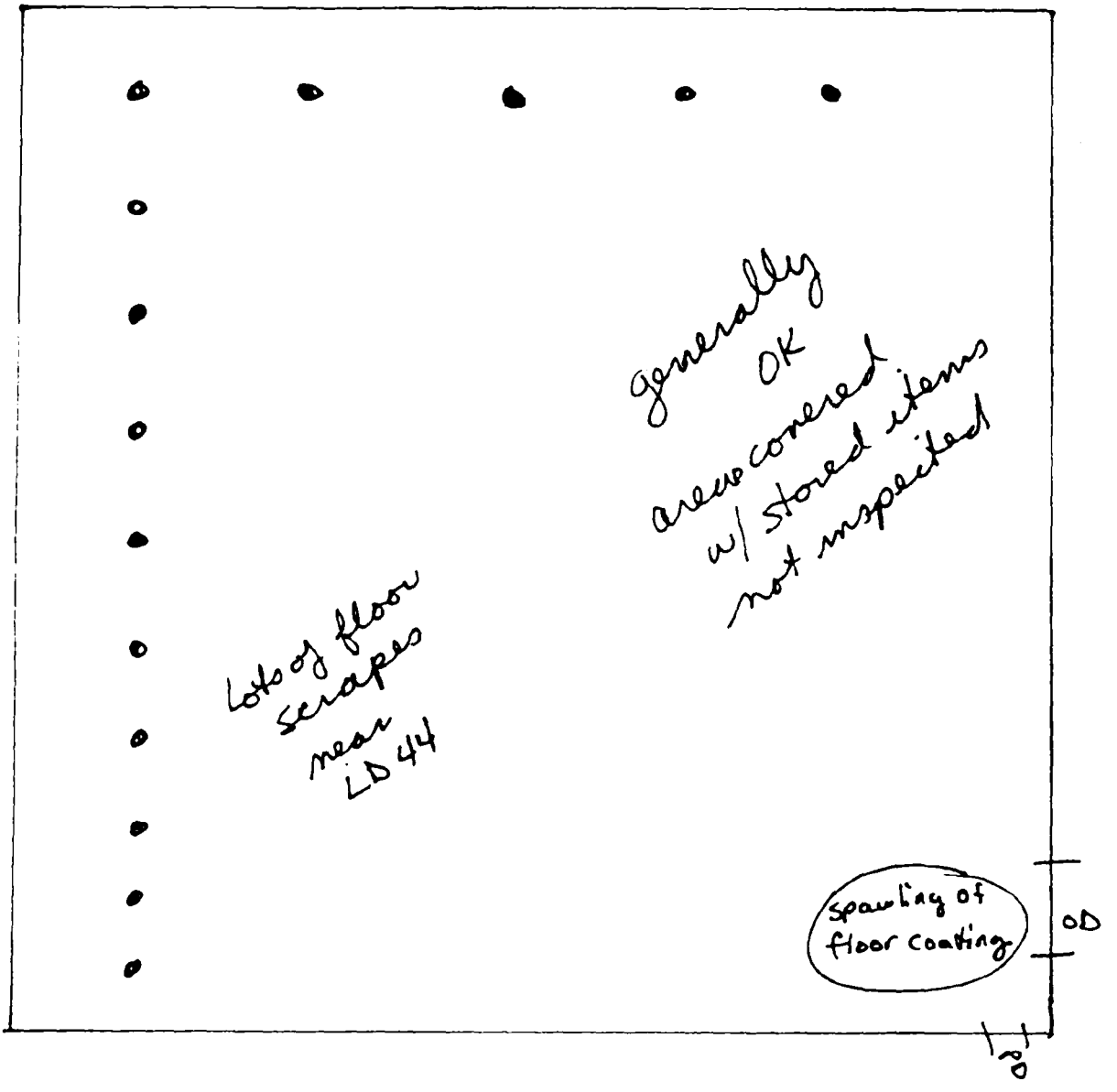
Building 5 (see legend, Bldg 2 South Bay)



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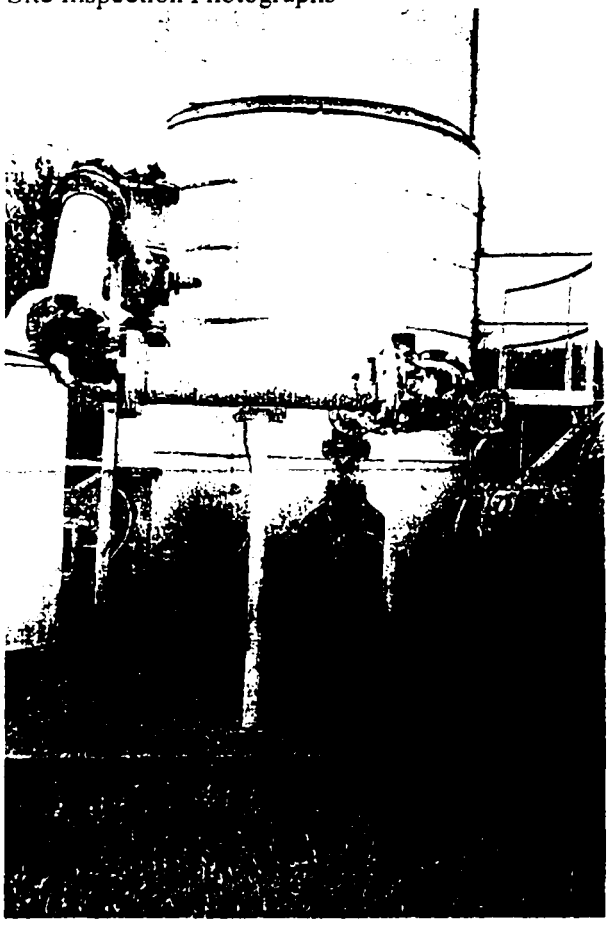
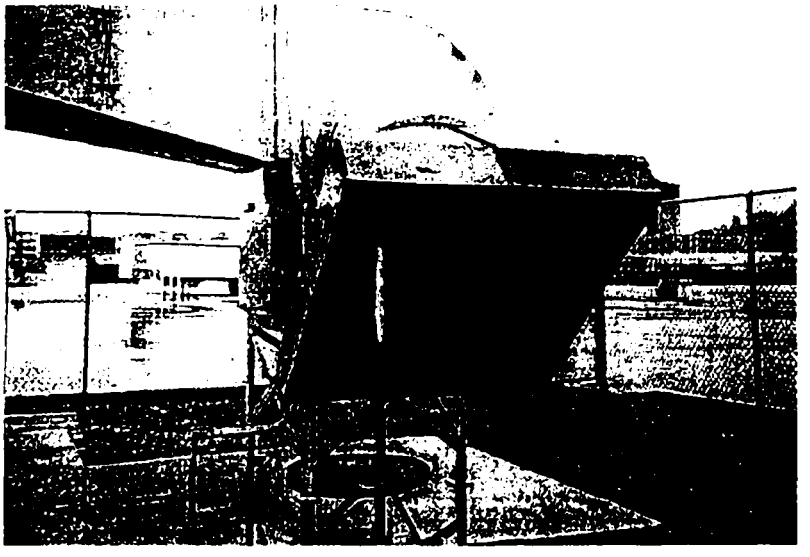
Des Moines TCE Site
Second Five-Year Review
Site Inspection Photographs

Roll 1
October 21, 2002



Frame 1, Air stripper tower, facing S.

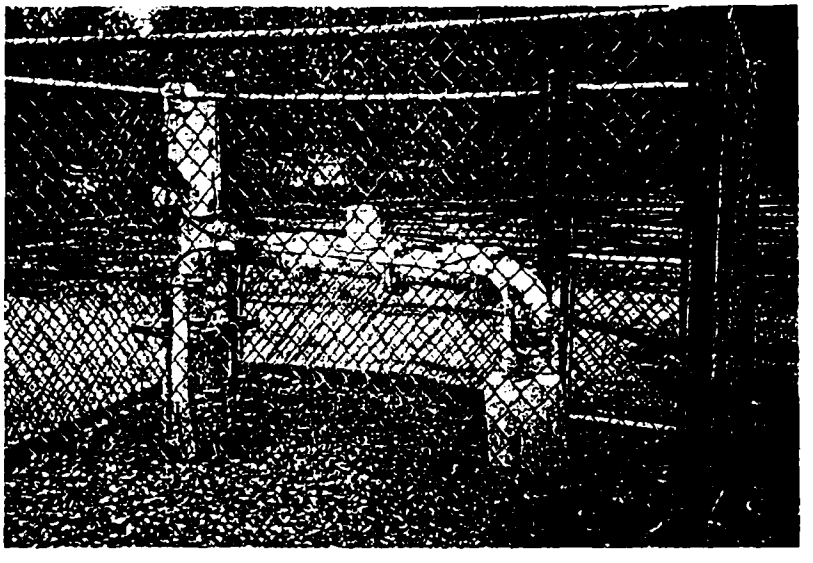


Frame 2, Air stripping tower air intake, facing N.

Des Moines TCE Site
Second Five-Year Review
Site Inspection Photographs

Roll 1
October 21, 2002

Frame 3, Air stripper tower faceplate.



Frame 4, Extraction Well ERW-9, facing SE.

Des Moines TCE Site
Second Five-Year Review
Site Inspection Photographs

Roll 1
October 21, 2002

Frame 5, South Pond Overflow area sediment sampling. Sample aliquot locations, facing NW.

Frame 5, South Pond Overflow area sediment sampling. Sample aliquot locations, facing W towards South Pond.

Des Moines TCE Site
Second Five-Year Review
Site Inspection Photographs

Roll 1
October 21, 2002

Frame 7, South Pond Overflow area sediment sampling. Sample aliquot locations on north side of overflow.

Frame 8, Facing E. SE edge of cap near South Pond showing weed encroachment.

Frame 9, SE area of cap showing failure area, Facing W.

Frame 10, Facing E, SE area of cap, patched holes from pallet storage.

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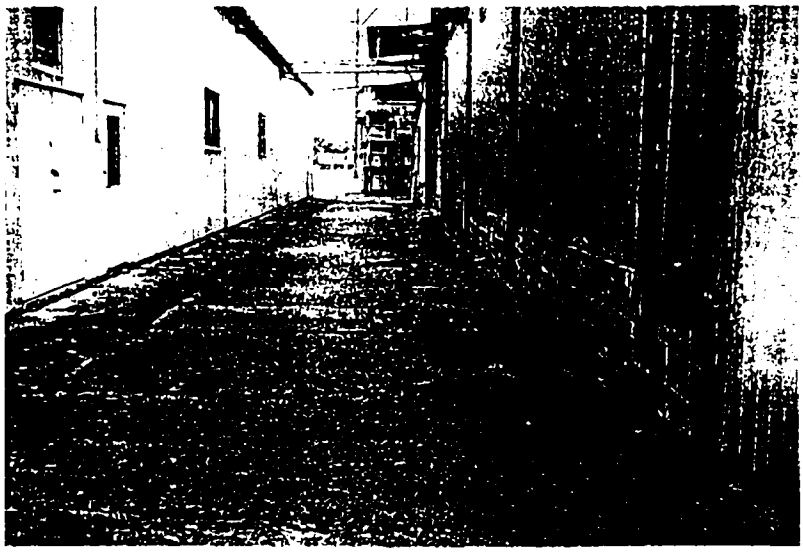
Frame 11, Facing E, gap along north end of Bldg 4/5.



Frame 12, Facing W, failed concrete area between Bldgs 2/3 and Maintenance Bldg.

Frame 13, Facing NE, scrapes from pallets by Maintenance Bldg.

Frame 14, facing E, debris on drain S of Maintenance Bldg.

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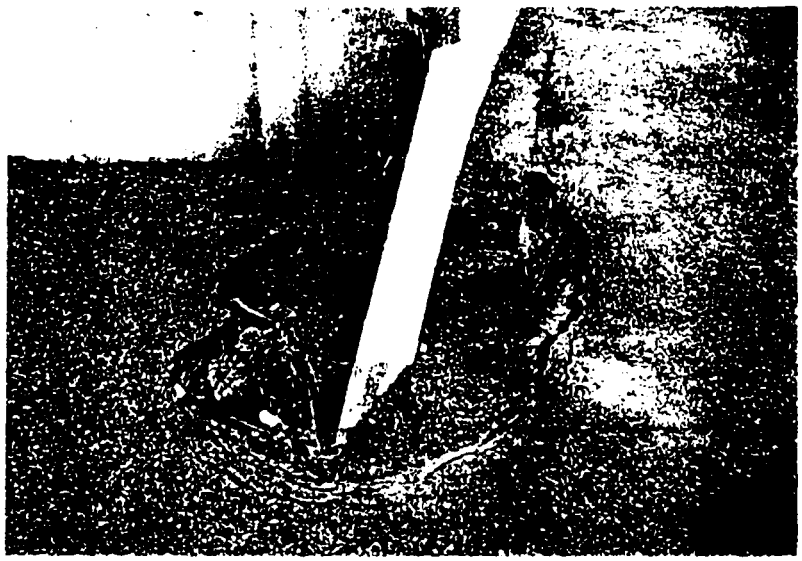
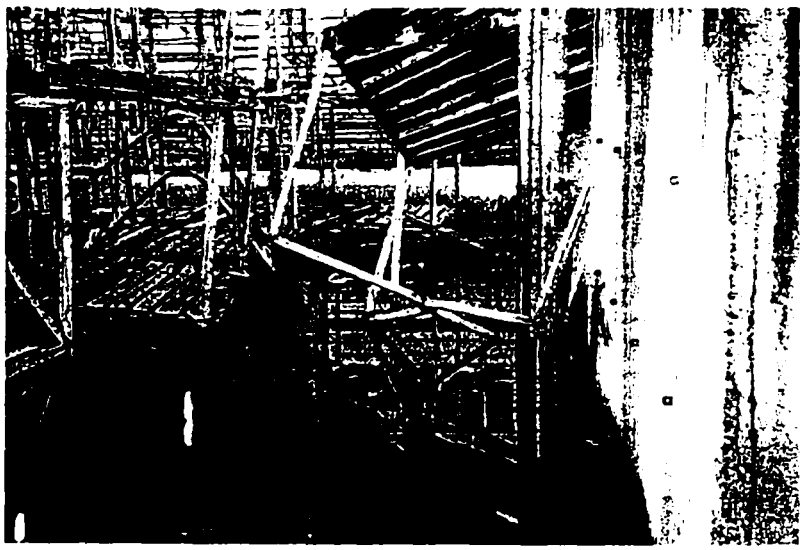


Frame 15, Large hole in cap at NW corner of Bldg 3.



Frame 16, Facing N, large depression filled with water west of Bldg 3.

Frame 17, Facing S, cracking in NE area of cap, east of the Dico property.

Frame 18, Facing SW, drain in cap east of Dico property.

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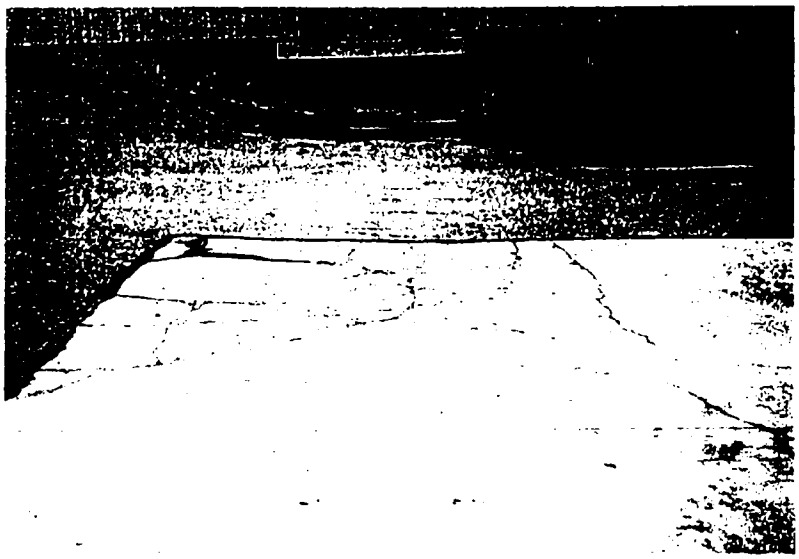
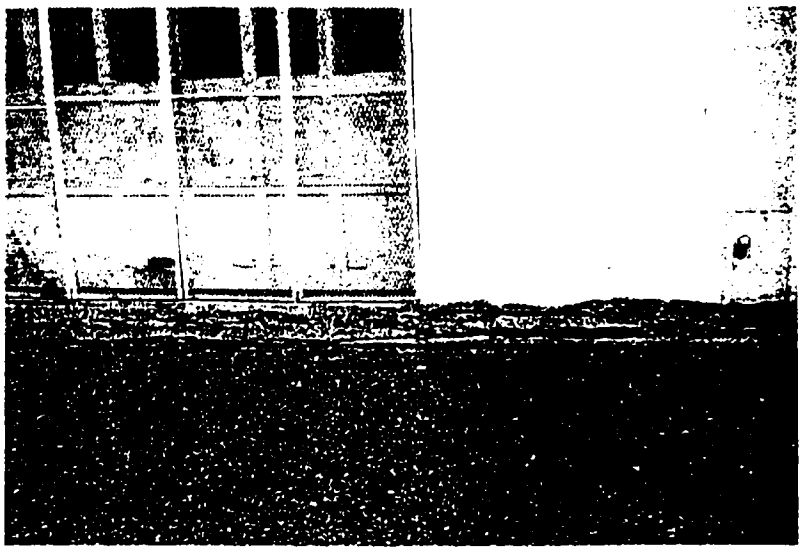


Frame 19, Facing W, cracking in concrete truck pad east of Bldg 4/5.



Frame 20, Facing S, broken curbing north side of the Production Bldg.

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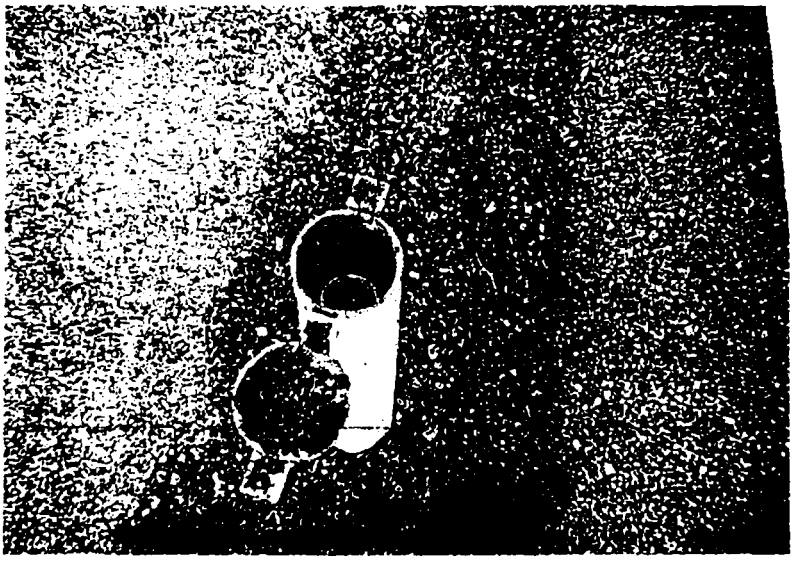
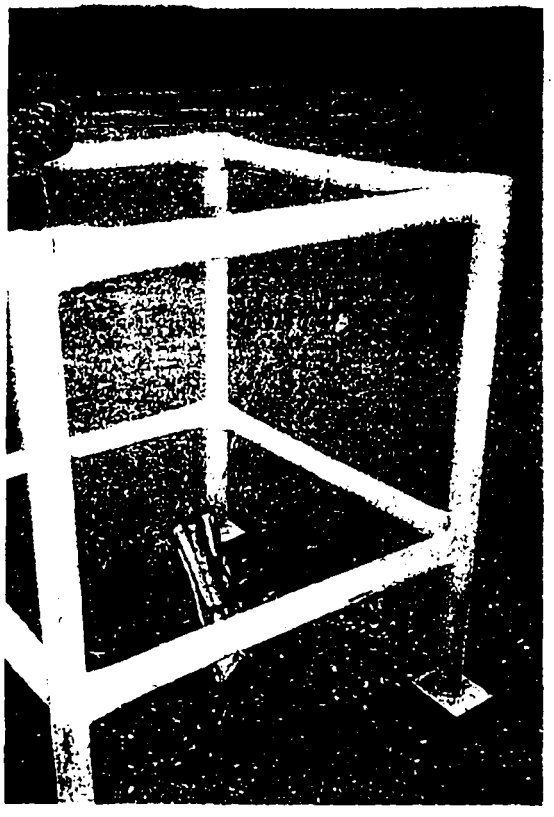


Frame 21,
Unnumbered well
just north of NW-7.
No cap or lock.



Frame 22, Unnumbered well between NW-7 and ERW-6. No cap, no lock, broken standpipe, bailer still in well.

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Frame 23, Well P-6, no cap or lock.

Frame 24, Facing S, SW area of cap near air stripper.

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Roll 2
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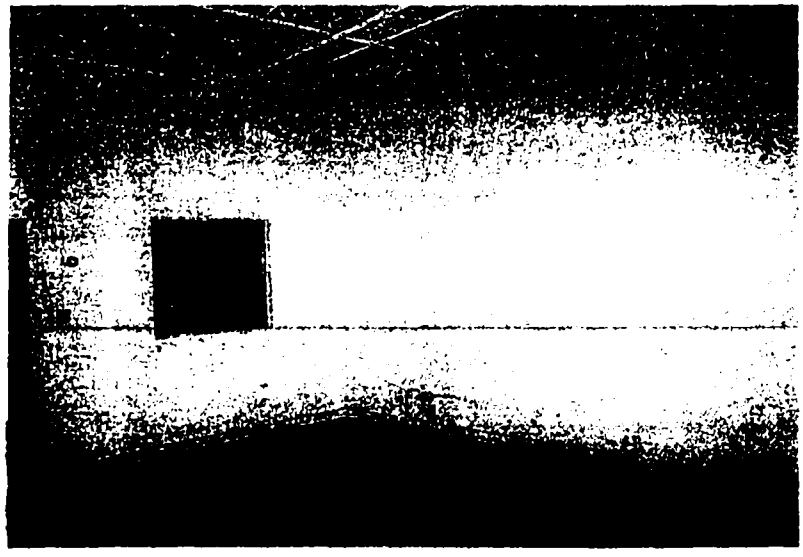
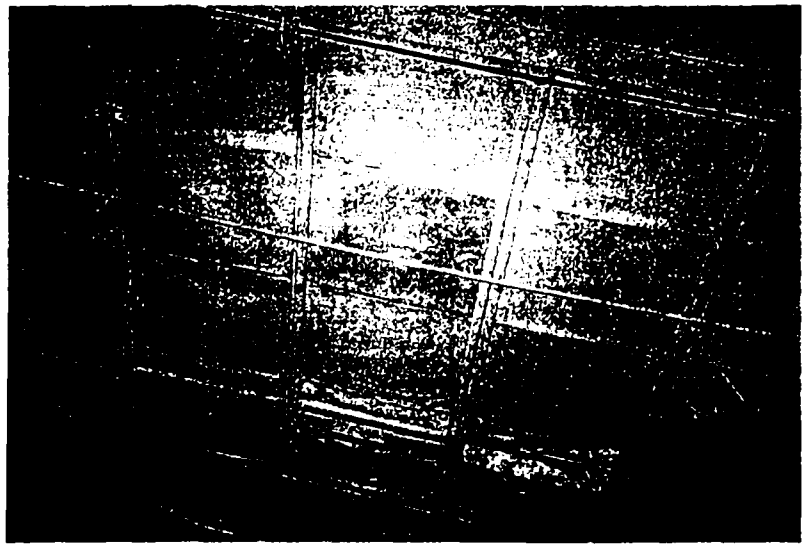
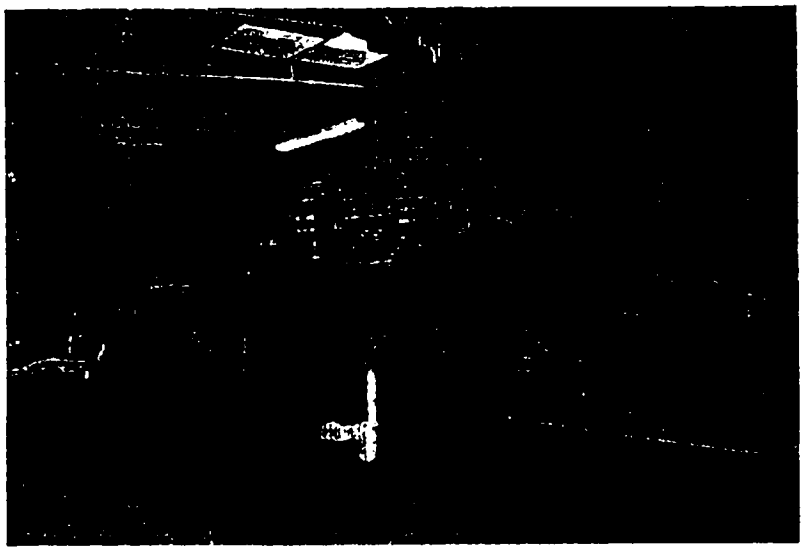


Frame 1. Bldg 1 office, broken wall board, peeling coating on walls.

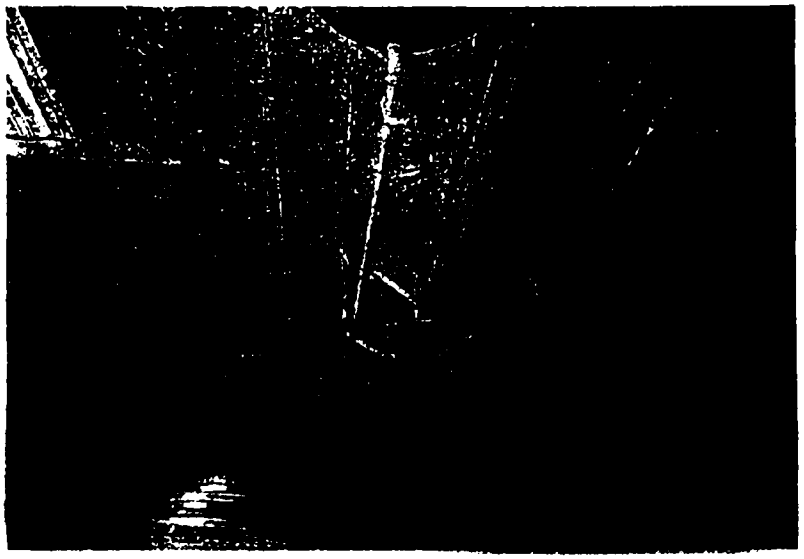


Frame 2. Bldg 2 ceiling insulation panel missing coating.

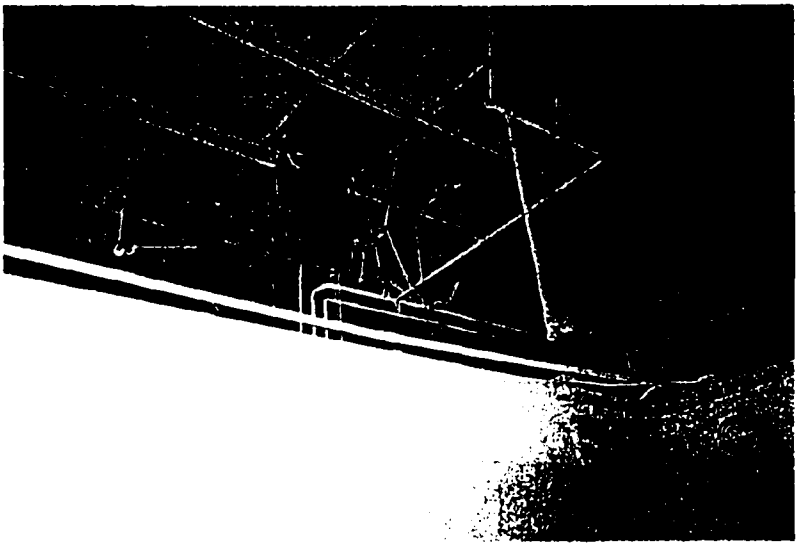
Frame 3. Bldg 2 floor showing wear.



Frame 4. Maintenance Bldg stored materials.

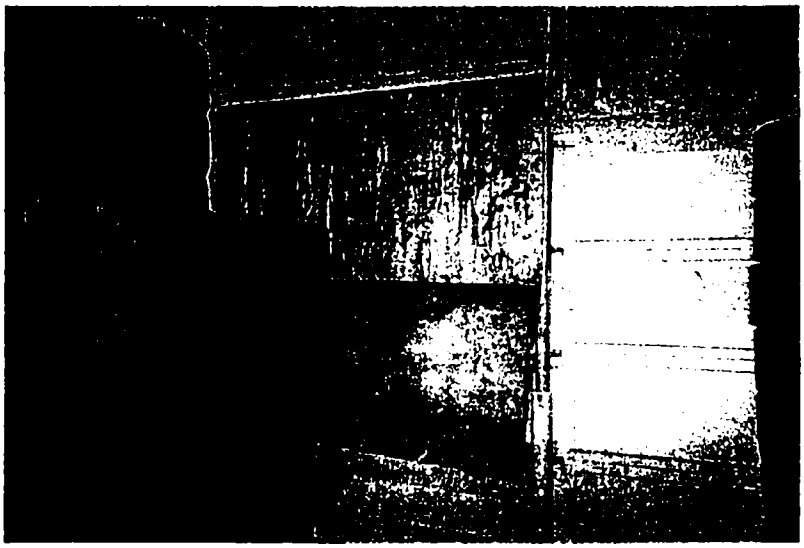


Frame 5. Maintenance Bldg Ceiling patches and unpatched areas.



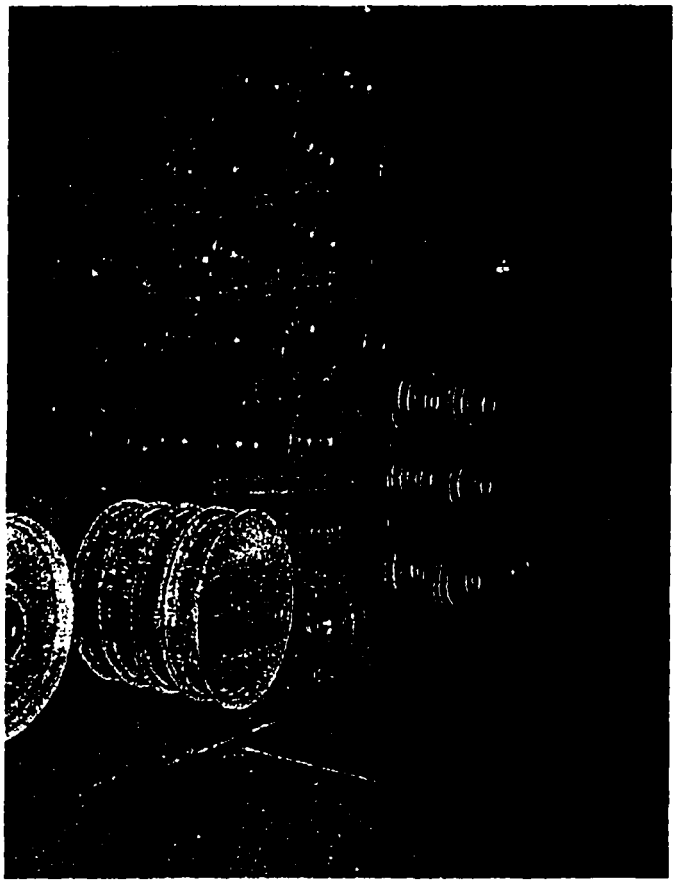
Frame 6. Office area on east end of Maintenance Bldg. Fallen ceiling panel and unrepaired ceiling.

Frame 7. Office area on east end of Maintenance Bldg. Holes in wall, chipped and fallen coatings, typical of whole office area.



Frame 8. Bldg 4, fallen wall insulation panel, east wall.

Frame 9. Building 4/5 general picture at break between buildings.



Frame 10. Bldg 4, stacked pallets of wheels.

Frame 11. Air Stripper effluent to Raccoon River (facing SE).