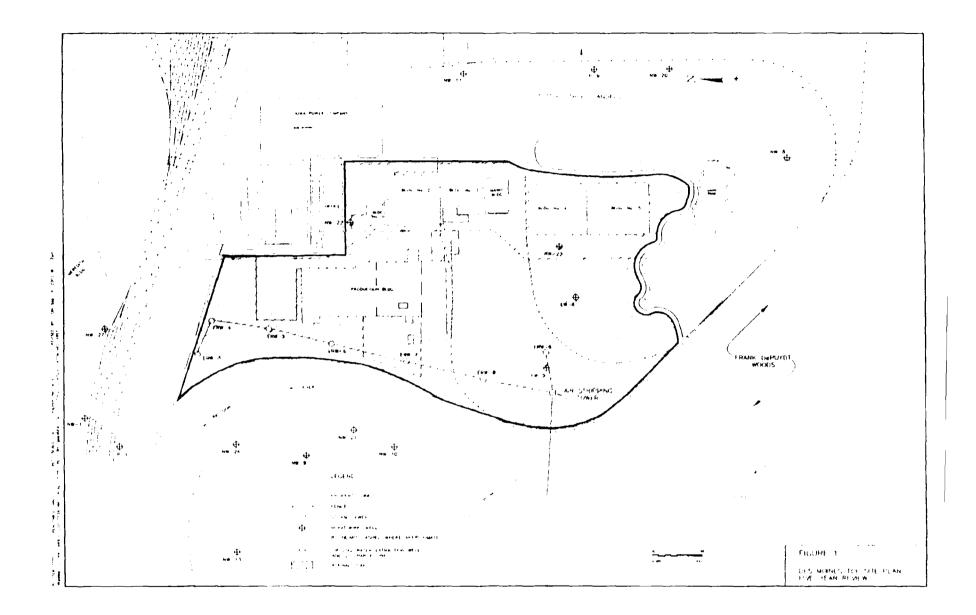
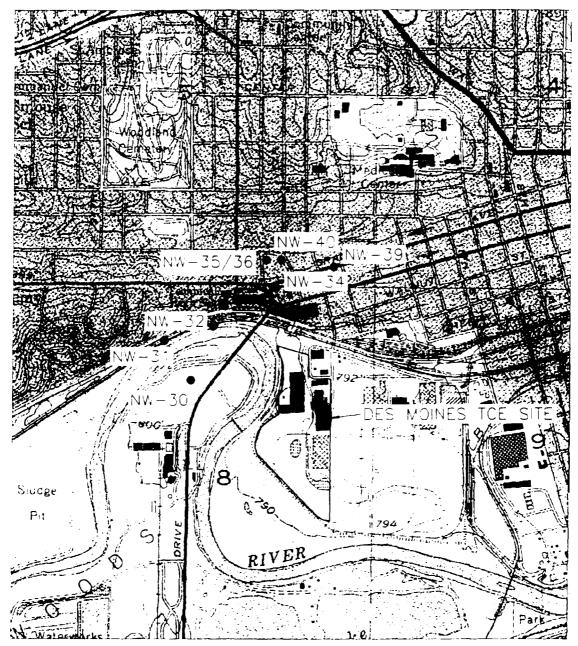
Attachment 1 Site Figures





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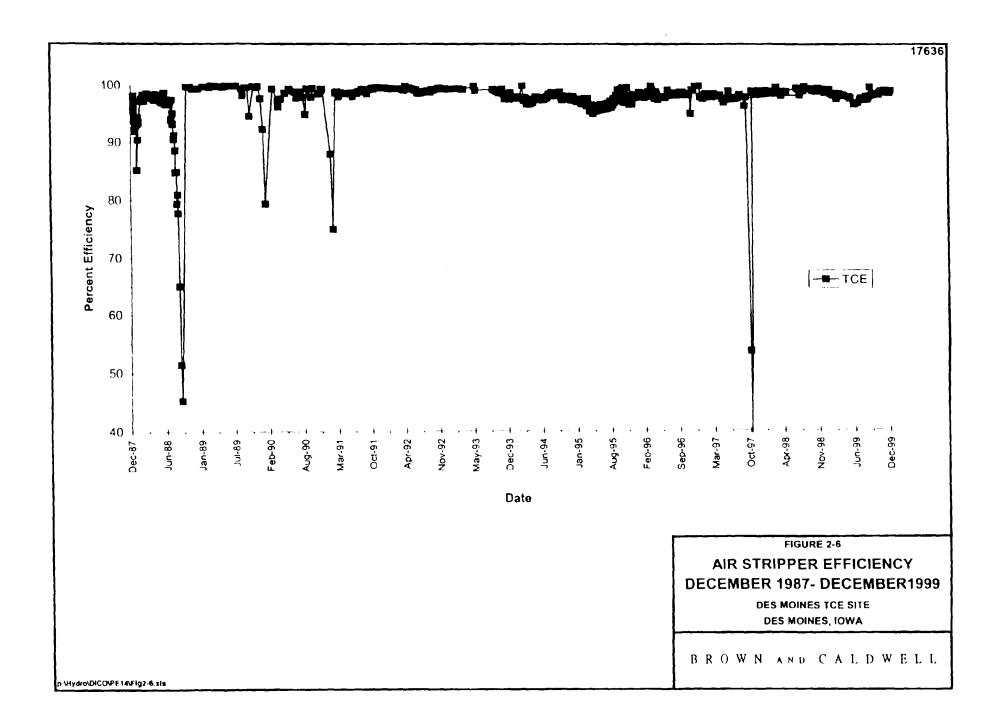


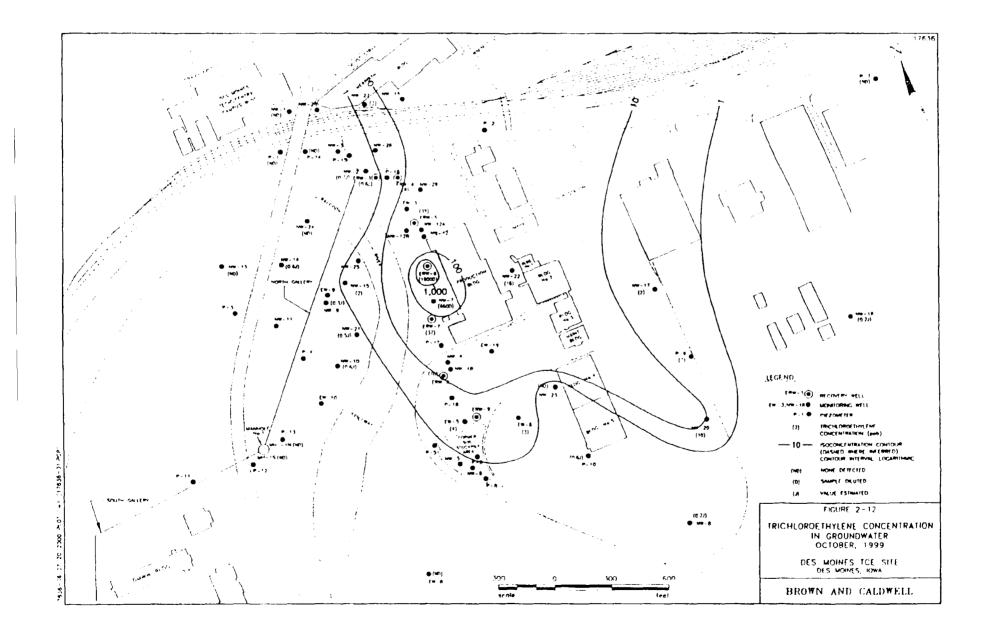
REFERENCE: USGS MAR. DES MOINES SW. IOWA, QUADRANGLE 1958 PHOTOREVISED 1967, 1971, 4ND 1978.

LEGEND:

- MONITORING WELL
- ---- APPROXIMATE SITE BOUNDARY

FIGURE 2 MON TORING WELL LOCATIONS DES MOINES TOE SITE FIVE-YEAR REVIEW Attachment 2 Groundwater Remedial Action Figures





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Attachment 3 Title Search Results TITLE CERTIFICATE



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

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Connie Wimer, President



Member of the lowa Land Title Association

Member of the American Land Title Association



ALL OF DICO PLAT NO. I, 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. I AND THE EAST LINE OF SAID LOT 2 (THE EAST LINE OF SAID LOT 2 IS ASSUMED TO BEAR NORTH DO<sup>O</sup> (DEGREES) IO' (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 IBI.29 FEET (ARC LENGTH); THENCE NORTH 461.03-FOOT RADIUS CURVE CONCAVE EASTERLY AND HAVING A 400.30-FOOT LONG CHORD BEARING NORTH 19°54'39" WEST A DISTANCE OF 14.02 FEET (ARC LENGTH); THENCE NORTH DS<sup>9</sup>46'30" EAST A DISTANCE OF 14.02 FEET; THENCE NORTHERLY ON A 439.90-FOOT RADIUS CURVE CONCAVE EASTERLY AND HAVING A 135.TI-FOOT LONG CHORD BEARING NORTH 14°38'52" EAST A DISTANCE OF 136.26 FEET (ARC LENGTH); THENCE NORTH 14°38'52" EAST A DISTANCE OF 14.02 FEET (ARC LENGTH); THENCE NORTH 14°38'52" EAST A DISTANCE OF 14.02 FEET (ARC LENGTH); THENCE NORTH 14°38'52" EAST A DISTANCE OF 14.02 FEET (ARC LENGTH); THENCE NORTH 14°38'52" EAST A DISTANCE OF 140.05 FEET (ARC LENGTH); THENCE NORTH 14°38'52" EAST A DISTANCE OF 140.05 FEET (ARC LENGTH); THENCE NORTH 14°38'52" EAST A DISTANCE OF 140.05 FEET (ARC LENGTH); THENCE NORTH 14°38'52" EAST A DISTANCE OF 140.05 FEET (ARC LENGTH);

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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 DEING 459.30 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.

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State of Iowa, in consideration of the sum of Oprincip and State of Iowa, in consideration of the sum of Oprincip (S1.00) and other good and valuable consideration in hand paid, does meraby convey unly DIC CORPORATION, to be known May 11, 1967, and DICO CORPORATION, the following described real estate situated in Polk County, Topp, to-wit:

> DICO FUAT No. 1, being an Official Plat of that part of Vacated City Place lying West of a line that is 25 fast 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 Biver, allin the East One-half of Section 8, Township 78 North, Range 24 West of the Sth F.H., more particularly described as follows: That part of for 4 of the Official Plat of the North One-half of The Official Plat of the North One-half of the official Plat of the North One-half of the Section 8-79-24 lying West of S. W.al7th Street and East of the Raccoon-Biver, 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) bogether with any accretion thereto? and Government Lot 1 in the Southeast Quarter of said Section/8 (except the Section 8 feet) together with any accretion thereto. all now in and forming a part of the City of Des Moined, Polk County, Iowar EXCEPT Lots A and B of Beid 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, lows, this 30th day of April, 1967 <

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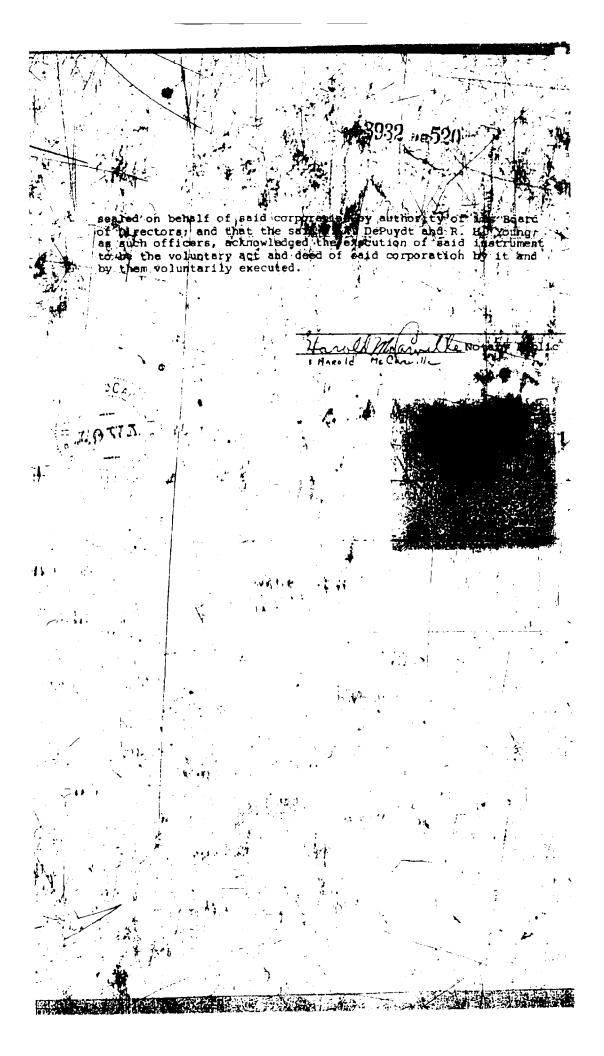
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Hacorder's and Auditor's tee 200	F. A. DePuydt	President	
Douty Locardan	By Ramon		
	R. H. Young,	Secretary	11 - 4
STATE OF IOWA) SS. FOLK COUNTY			

On this <u>30th</u> day of April, 1967, before me, the undersigned, a Notery 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 Bresident and Secretary, respectively, of Dico Corporation; that the seal affixed hereto is the seal of said corporation; that said instrument was Signed and

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My fee phild by recorder. W. E. McCULLOOH-County Auditor ACKNOWLEDGEMENT STATE Deputy Polk County, ss: On the 30ch day of November A. D. 19.61, before me_the undersign a Notary Public in and for. Polk County, State of <u>Icore</u> personally exposated <u>William G. Koepp</u> and b me personally knowneede, being by me duly sworn, did say on each that (they are) respectively the (he is) President and has been procured by the said <u>Corporation</u> that said instrument will said in behalf of said <u>Spxporation</u> by aptivity of its Bared of Directors and said. A billiam G. Knapp	mon this. 13 day of 18th of 1961	William C. Krimpp, President
SThree of Subscription of Deputy Palk Country, ss: On the 30th day of November A. D. 19.61, before me the undersign a Notary Public in and for Polk Country, State of Icore personally exposared Hilliam G. Roepp in me personally known when being by me duly sworn, did say on each that (they are) respectively the (he is) President of all for the seal of said to me seal try Co Icc. and the seal of said to seal has been procured by the said Corporation that said instrument was signed and sealed in behalf of said by aptivity of if Board of Directors and said. William G. Rapport to seal distrument to be are acknowledged the execution of said instrument to be are acknowledged the execution of said instrument to be	My fee phid by recorder.	VT MENT
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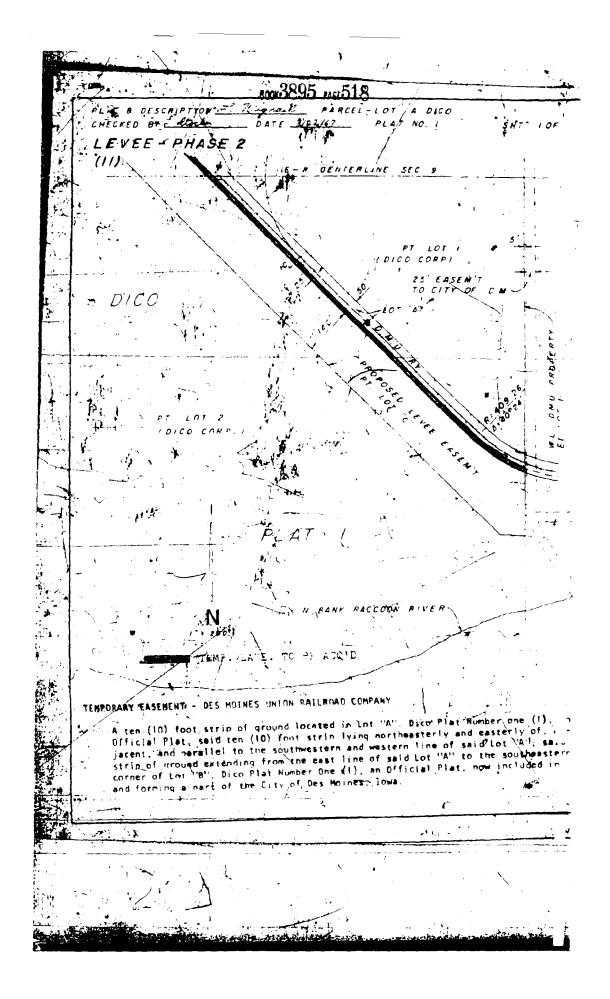
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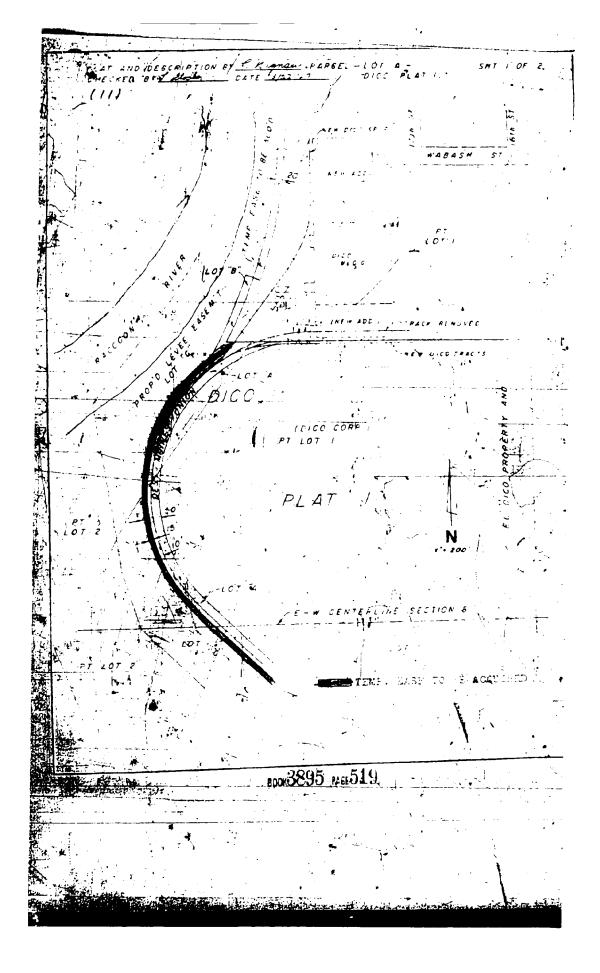
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S. P. D. P. D. 17 T T 2 1 ·75. ×. NOV 13 1967 ينڈ ۔ COUNTY. ICHYA FLOOD CONTROL DRC 50 TEMPORARY EASEMENT DEED. my 1 51952 1.1. KNOW ALL HEN ME THESE PRESENTS, thet DES NOINES UNION RAILWAY COMPANY POLK COUNTY, 7104A \_, in consideration of the sum 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 Koines, Iowa, and its assigns, an assi able easement and right-of-way in, on, over, and across the land thereinafter descri for the purpose of entering thereon at any time to haul, transport; emplace, store, manauver," manage and remove materials and equipment in connection with construction a local Wlood 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 and and in one (1) year following the date of completion of constr ition, currently scheduled for completion on the June 30, 1969 , provide: however, that the easement and right of wey herein created shall terminate and expiration the September 1, 1970 -\_\_\_\_\_; unless sooner terminated by the complet of construction and the expiration of the period of \_\_\_\_\_ One (1) Year ... thereafter. : Said fand is described as follows: A Pa-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 wortheasterly and easterly of, adjacent, and parallel to the southwestern and western line c said Loz! "A!"," said strip of ground extending from the east line of said Lot "A"y 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 ها. ۲- بسیر ۹۰ بیدیور •----a The aforesaid grant includes an assignable right of entery whereby the City of  $\mathbf{r}$ Dep. Moines, Iowa, can grant to the UNITED STATES OF AMERICA, and its contractors permitsion to enter upon the land hereinabove described for the purpose of performi the proposed work or any part of the proposed work within the period of the grant, **X** + which assignable right of entry shall be without limitation whatsoever except that exercise of reexercise of the right be within the period of grant. 50 Sold rights, privileges and easements are conveyed subject to existing easemen for public roads and highways, public utilities and railroads, and pipelines in pla 895 was15 . is 1's ----

800#3895 add 5161 And Thes HOINES UNION THE 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 RAIL  $\rm ^{H}AY$ and the said DES MOINES UNION MANELROADS COMPANY does hereby covenant to warrant and defend the title to the said premises against the lawful claimof all persons whomsoever. Signed this 3rd October 19 1 RATEWAY DES HOINES UNION HADDROND COMPANY W-11/ President 壳 ubbell Secretary 1575

T. Donald H. Kerdon, City Clarkief the City of Des Mines, Town, do hereby artify that the within and foregoing Essement from Des Moines Union Railway Company to the City of Des Moines, Lowa, was duly approved and accepted by the City Council of said City of Des Moines by Resolution and Roll Gall No., 4017 - passed on the 13th day of November 1967, and this certificate is made pursuant to authority contained in said Resolution, 19 Signed this 13th day of November 1967 Donald H. Gerdom, City Clerk the City of Des Moines, Iowa. of eggi 3895 Mat 517





POLK COUNTY ICWA

ATUS NOVI 5 1967 ALC FLOOP CONTRACL

HONE H MALEI, MECORDER

KNOW ALL MEN BY THESE PRESENTS, THAT Des Mothes Union ASKNOSS Company

NOV: 1 3 1957

of Des Hoines, inwa, of Polk County, Iowa, in consideration of the sum of

in hand path by the City of pes: Hoines, Iowa, boes hereby grand; bargain, soll and convey pro 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 tand is described as follows:

That part of the east five hundred eighty (580) feet of Government Lot one (1). Southeast Quarter (SEE), Section eight (8). Township seventy-eight (78) north. Range twenty-four (124) west of the faith (5) Principal Meridian. Lying south of a line which is twenty-fiv (125) feet south of aid parallel to the following described line: Beginning at a point of the east line of said Section eight (8), said point beid eight hundred and ninety-seven and four tenths (897.4) feet south of the east quarter porter thereof; there waterly of a line Mhish makes an angle (measured north to west) of eighty live degrees and theretyone minutes. (857.4) with the east line of said Section eight (8), a distance of four hundred (fifty-seven and eighty-five hundredths (457.65) teet; thence worth iterly of a thirteen degrees and fifty minutes (130-50) curve to the right a distance of four thundred if 152.22) feet; thence on thousand bone hundred fifty-seven and fifty site hundred the lifty of a tangent (130-7.7) supper to the right, a distance of three number of ninety one and site of four ind the big tands ourse. I distance of three number number of the set of seven minutes (130-7.7) supper to the right, a distance of three number of ninety one and site of four ind the big tand site of the light a distance of two number of the set of the set of the set ind the big the set of the set of the set of two number of the set of and seven indefedths (14.02) feet; thence northeasterly on a thirteen orgeres and seven indefedths (14.02) feet; thence northeasterly on a thirteen of two hundred fifty-seven and seven indefedths (257.07) feet; thence northeasterly on a thirteen of two hundred fifty-four and twenty-seven hundredths (25.427) feet to the right a distance of two hundred fifty-four and twenty-seven hundredths (15.14) feet to the right a south property line of the Di industries, Inc, said point of intersection is twenty five and two terds (25.2) feet eatterly from the said fourteen for the said fifty-two minutes (11

The aforesaid grant includeds an assignable right of entary whereby the fity of Des Hoines, 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 reexercise of the right to be within the period of the grant.

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

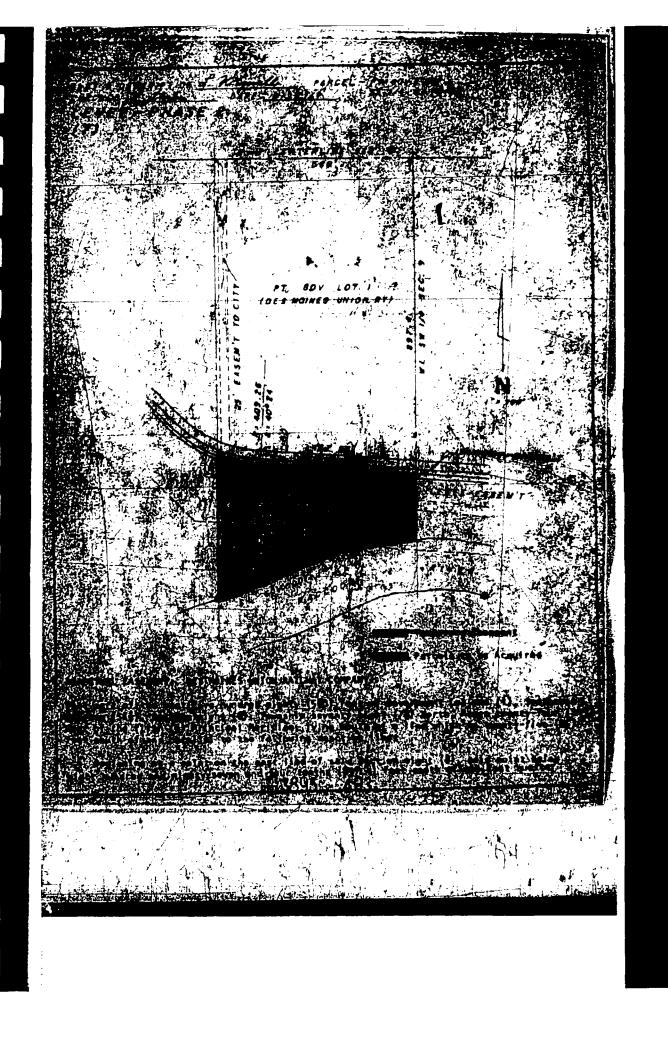
BOOK3895

1600x3895 (ALL 190 Grantors reserve the right to remove, on or before located on the land hereinabove describe in the event that the said are not removed on or before said above date, the right of removal shoil terminate, without notice to the grantors, and good and Indeficasible title, there to Shall automatically vest in the City of Des Moines, Towa. do hereby devenant with the City And Des MOINES UNION RAILWAY COMPANY 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 FATLARY CONPANY රා foreby covenant to warrant and defend the title to the said premises against the law ful claims of all persons whomsoever. Each of the undersigned hereby reliaquishes all right of doner, homest distributive shaafe in and to the interest in the above described premises Herein conveyed. obe: Signed thi UNION RATINAY COMPANY TES MOTNES

E.O. <u>Jhum</u> 1 President

AND COMPANY I, Donald H. Gerdom, City Clerk of the City of Des Moines, Iowa; do bereby 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 of the 13th day of November 1967, and this certificate 18 made pursuant to authority contained in said Resolution. November 1967. Signed this 13th day of Bonald H. Gerdom, City Clerk of the City of Des Moines, In. ¥1.ġ . .. í. BOOK 3895-441491 ••• £J. 12. 15 M . W. 1 l, .∵¥ :||I - Hand - Lake ÷ 7 ar lu

1. 11800r3895 pher492 STATE OF LOVA COUNTY OF POLK" ) On this ore me Natary Public in and for Polk County, Iowa -Thes Ya personally appeared to me personally known, whose being by me duly sworn did that they are a AR respectively the ere and Secretar of solut and that the seal affixed to se Moines Des 11 m instrument is the seal of said Bas Moines Union Railway Company. and that said instrument was signed and sealed in behalf of said by authority of its Board of Directors Des Moines Union Conceny Railway. and sai and M Hubbell ·acknowledged the execution of said instrument to be the voluntary act and said coporation by it voluntarily executed. ed öf Polk County Town in for



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AUG 19 1968 13 948 3598 POLK COUNTY JOWA FILED FOR RECORD 1033AUG2 1 1968 FLOOD CONTROL TRENSH, MALEY, RECORDER 754 EASEMENT DEED KNOW ALL MEN BY THESE PRESENTS, they DIGO CORPORATION of Des Maines. Polk County J Iowa, in consideration of the tum of ONE AND NOTTOD (SI DOLLARS in hand baid by the City of Des Moiops; lowa, does hereby grant, bargain, sell and convey unto the City of Des Molnes, towe, and its isigns, a perpetual and assignable eastment in and to the lands for the purpose of entering thereon to construct maintain, repair, operate, patrol and replace a flood protection laves, Thotading all appuntantances t and further including the right to clear, Eut, filt anowe and dispose of any and all timber, trees, underbrush, building, improvements, and/or other obstructions; cherefrom. Said land is described as tollows: Alle 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. The City agrees that the Bresent fance should be removed during the construction is to femove and replace fence and the City of Des Moines is to reimburse Diog for the removal and replacement of fance. The afpressid grant includes an assignable right of entry whereby the fit of-Des Hoines, Jowa, can grant the UNITED STATES OF AMERICA, and te contractors permissio to enter upon the land hereinabove described for the purpose of performing the proposed worklor any part of the proposed work within the period of the yvant, which assignable right of entry shall be without limitation whatsoever, except that any exercise or resexencite of the right to be within the period of the grant, Said rights, privileges and easements are conveyed subject to existing easements or public roads and highways, public utilities, rai noads and pipelines. TROP SG: 07 Sec. 1. يند .

600x3977/11#846 And BICO CORRORATION does hereby covenant with the city of Des Moines, Iona, that it holds said premises by good and perfect title; that it has good ight and Jawful authority to sell and convey the same; and the said DICO CORPORATION does Rereby covenant to warrant and defend the title to the said premises lagainst the , lawful claims of all person's whomsoever. Signed this 14 day of , A.D., 192 19.17 DICO CORPORATION He. Asst. STATE OF IOWA COUNTY OF POLK ) 55 On this -14 Aday of August 19 ; 68 before me Wotary Public in and for Polk County, Idwa the undersigne personally appeared F. A. DePuy 🗄 H] E. McCarville and to me personally known, who being by me dely sworn did say that they are ÷ŧŁ Assistant Secretary respectively the President . and of said A and that the seal affixed to said Dico Corporation instrument is the seal of said . and that said instrument was signed XMMXXMIII in behalf of sal by augnority of its Board of Directors Dico Corporation President and Assitant Secretary re execution of said instrument to be the voluntary act and deed of an by it voluntarily executed. Notary Public in and for Polk County Russell 5, Barker I. Donald H. Gercom, City Clerk of the City of Des Moines, Iowa, do Hefoby certify that the within and foregoing Flood Control Easement Deed from/Dicc Epropration to the City of Des Moines, Iowa was duly approved and accepted ty the first council of said fity of Des Moines by Resolution and Roll Call 19 1948, bassec on the 19th day of August 19.68 end this certificate is made pursuant to authority contained in said Tess IUlion. What signed wr. s August 19th say 58 225 , s Û V. the City of Des Moines, ione. H. Gerooz, City Cierk af 517 1.143.43 Com

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Landano/1005Dollarizania. in consideration of the Sum of in 1 and no/1005Dollarizania. in hand paid by the City of 5 lova, does hereby grant Dargain, sell and convey unto 15 De Moines Toway and Tea assigns, an assignable asse-in to the land hereination of the land hereination for the purpose of bence inc 0.13.144 4.00% Thes cherci No Sin

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SCC: 4077- PAGE 41.3

The chorestill grant includes increasing the right of renework of the City of thes Moines, increasing grant to the UNITED STATES OF A TRICA, and its contractors permission to enter upon the second described for the purpose of performing them the proposed work or any part of the proposed work within the period of the grant which assignable right of entry shall be without the trick of the second described for the trick of the second work within the period of the grant. Which assignable right of entry shall be without the trick of the second described for the second work within the second described for the proposed described descri

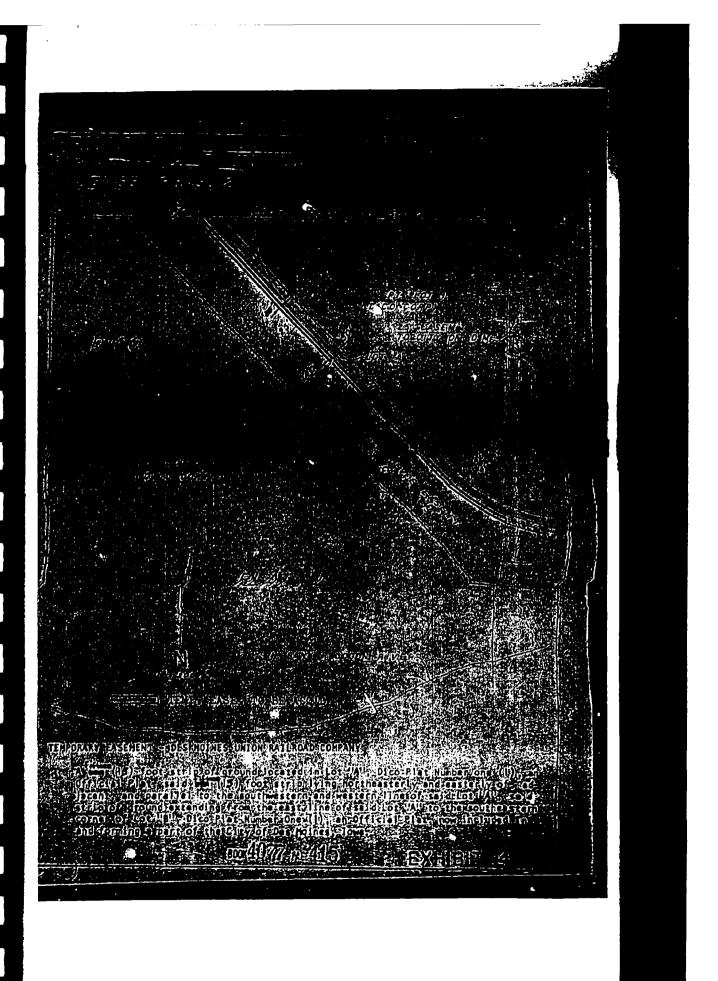
The signs begwiching the period Of grant Selectright supprivileges and easements are conveyed subject to exist any easements for public roads and highways, public util the single asements for public roads and highways, public util the single alwood and pipelines in place ind <u>period voines. Union Railway company</u> does hereby covenant to herefore the single and the said premises by cood and perfect title; that it has good right and lawful authority to sell and convey the same; and the said <u>Des Moines Union Railway</u> con the said covenant to warrant and defend the title to the said

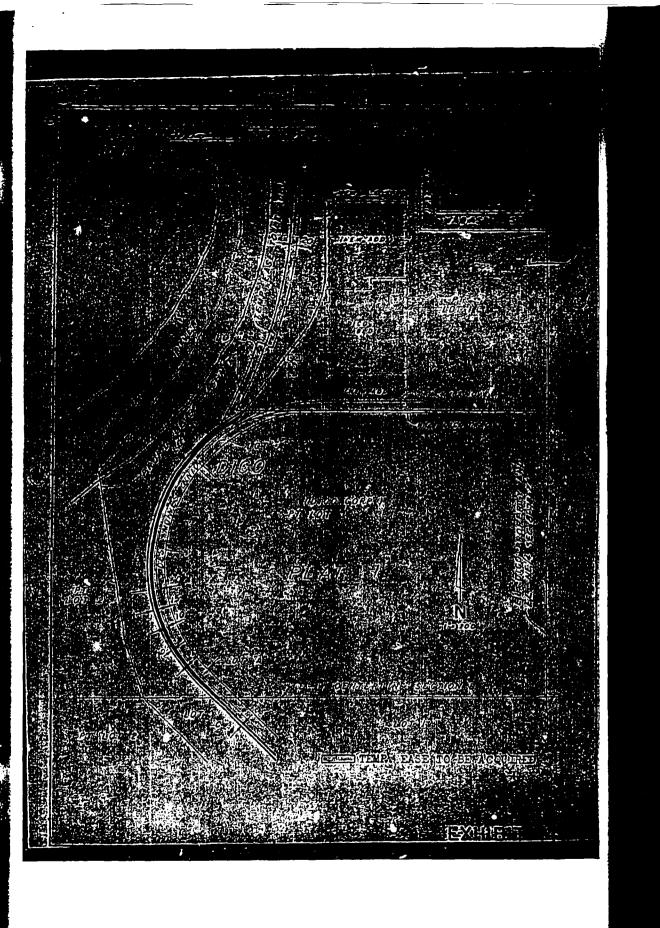
does hereby covenant to warrant and defend the ritle to the said of the premises against the lawful claims of all persons whomsoever.

Signed this <u>21</u> day of <u>Cetoper</u>, 1909.

D. Moines Union Raidways Company

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ALL NEW BY THESE PRESENTS: That .Dic any, Taluable tor and in consideration of One Dollar (\$1.80) and other Consideration in hand paid, give and grant, the essences into the " City of Des Moines, lows for the use and benefiting the Board of Hater Works Trusteds of the City of De "ines lows, as aparts of and in. Works Trustees of the City of De furtherance of the water intake a a distribution system managed and furtherance of the water intake a 1 distribution system managed and controlled by such Board of Water Works Trustes: Such easements are more particularly described on white "A" hereto attached and are identified thereon as being althere a perpecual easement or a construction easement. A storal of a storage in the fourier tracks described in Exhibit "A" as a perpetual easement; The fourier tracks 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 mecasary appurtanances thereto, here to the post of the city of perfective and forever maintain a water transmission line and mecasary appurtanances thereto, here to the the right to enter woon such track attach the four lower to the start with the right to enter woon such tracks and there to the the right to enter woon such track attaches there to here to here to and mecasary appurtanances there to here to here to and mecasary appurtanances there to here to and performed where transmission time and inclusion such real estates h fits employees together with the right to enter upon such real estates h fits employees agents, and contractors for such purpose, and no structures; other than paving, shall be permitted or allowed upon such real set to recent 「あいのい As to the real estate described on Exhibit "A" is a point which the Board of Water Works Trustee of the shall have the right As to the real estate described on Exhibit "A" is a construction easement, the Board of Water Works Trustees of the City of DestWoines, lows shall have the right to go upon such real estate only for the inpurpose of the construction of the water transmission line and pace 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. brownated this 29 day of Sept., 1980. 6105 icon 1 DICO COMPANY, INC. 15239 POLK COUNTY, IOWA 2 ST FILED FOR RECORD By: C ident John H. Strouf, DCT -7 1980 A.M. 6 na Carville Harold P.NIV: WATE SHISTINE HUSCHIT ASITU Barold E. McCarville, Secretary STATE DE IONA COUNTY OF POLK On this  $\underline{AQ}$  day of  $\underline{Sept}$ , A.D., 1980, before me, the under-signed, a Notary Public in and for the State of Iowa, personally appeared  $\underline{AH}$  drowt and  $\underline{HE}$  (meCorv.We, to me personally the state of th LH Growf and H  $\tilde{c}$  (nearly replace in and for the state of lows, personally spont  $\Delta H Growf$  and  $H \tilde{c}$  (nearly, to me personally known, who, being by me duly sworn, did say that they are the <u>President</u> and <u>Saccebre</u> 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 foregoration: instrument is the seal of said foregoration is the seal of said foregoration: procured propration; that said instrument was signed (and sealed) on behalf of tion by authority of its Board of Directors; and that the rpora-14 Street and Wf McCar, W as such officers acknowled tion of said instrument to be the voluntary act and deed of corporation, by it and by them voluntarily executed. e ch a · C11 مەد Notary Public in and of Iow 100 5048 me 201 1.

# EXHIBIT A

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A part of Lot 1 ,except the North 150 🎜 thereof and part inered described as follows: Beginging at the Southeast inverser of said Lot ., thence North along the East line thereof for sidistance of said Lot ., thence North along the East line thereor for a miscance 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 Monsestnion Pailway Company, thence Southeasterly along aid 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 of the Southeast of the Southea 6) 54 1924 County, Iowa, described as follows: 6 .

#### Perpetual Easement

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A tract of land forty (40) feet in width in said Lot 1, except the North one hundred fifty (150) feet thereofin 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 and bot 1 with said West right-of-way line having an assumed true right-or-way line, with said west right-or-way line being the tast line of said Lot 1, with said West right-of-way line having an assumed true to bearing of N 0° 00' N, with all subsequent bearings referenced therefore, 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 of (150) feet of Lot 1; thence N 90° 00' N, a distance of three hundred of fourteen and five tenths (314.5) feet to Point A, as shown on Exhibiting. fourteen and five tenths (314.5) feet to Point A, as shown on Exhibite, thence N 90° 00' W, a distance of twenty (20) feet to Point B, on the best 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 (21.06) feet to the West line of caid in 1 lest fect 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 ing 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 (103.3) feet of the Most one hundred benty (120) feet of that part of said Lot 1 lying south of 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, Ioway 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 Flace in faid City of Des Hoines, thence North along said west Frace in faid dity of Des Moines, thence North along said best right-of-way line, with said west right-of-way line being the East line of Lot 1, Dico Plat No. 1. with said best 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

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BOCK 5048 . LEE 202

THER ALL MEN BY THESE PRESENTS:

That LICO COMPANY, INC. (nerellafter dalled drantor) 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:

ERSEMENT FOR ACCESS

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### LEGAL DESCRIPTION (Easement #1)

That port on 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  $$0.932'50^{\circ}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 18°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 14°42'50"W 152.92 feet; thence S 26°02'50"E 112.79 feet; thence S 2°04'30"W 152.92 feet; thence S 26°02'50"E 112.79 feet; thence S 2°04'30"W 152.92 feet; thence S 26°10'10"W 127.20 feet; thence S 37°20'10"W 127.39 feet; thence S 26°10'10"W 148.17 feet; thence S 39°46'53"W 152.64 feet; thence S 26°10'46"W 130.07 feet; thence S 39°46'53"W 152.64 feet; thence S 66°29'20" E 21.0 feet; thence S 39°46'53"W 152.64 feet; thence S 66°29'20" E 21.0 feet; thence S 39°46'53"W 152.64 feet; thence S 66°29'20" E 21.0 feet; thence S 39°46'53"W 152.64 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 104.55 feet; thence N 26°10'10"E 130.00 feet; thence N 1§°00"10"E 150.00 feet; thence N 9°00'10"E 150.00 feet; thence N 1§°01"10"E 150.00 feet; thence N 9°00'10"E 150.00 feet; thence N 1§°01"10"E 150.00 feet; thence N 9°00'10"E 150.00 feet; thence N 1§°01"10"E 150.00 feet along the west line of Lot 1; thence N 1§°01"10"E 150.00 feet along the west line of Lot 1 to the point of beginning containing 18461.93 aquare feet.

# 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, lows 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 plant being on the north line of Lot A, and on a curve conceve to the Southeast having a radius of 508.69 feet; thence Southwisterly 118.51 feet along said curve through a central angle of 13<sup>6</sup>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 435.90 feet; thence Southwesterly 136.27 feet along said curve through a central angle of 17°44'58"; thence N 38<sup>6</sup>09'04"E 20.55 feet; thence N 46°06'05"E 129.87 feet; thence N 37°26'16"E 20.55 feet to A point of the north line of Lot A and on a curve concurve to the Southeast having a redius of 508.69 feet; thence southester to the southeast having a redius of 508.69 feet; thence southester to the southeast having a redius of 508.69 feet; thence southester to the point of beginning, containing 3,238.48 square feet.

the object purposes with the right to construct and rerevel ballion  $1.1504^{4}$  ,  $0.43^{4}$ 

. . ut dit described but for no other use or purpose whatsoever. IN WITNESS WHEREOF said Corporation has caused this instrument to be duly executed this <u>224</u> day of <u>September</u>, 1980.

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DICO COMPANY, INC.

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

STATE OF IOWA [ SS: COUNTY OF POLK ]

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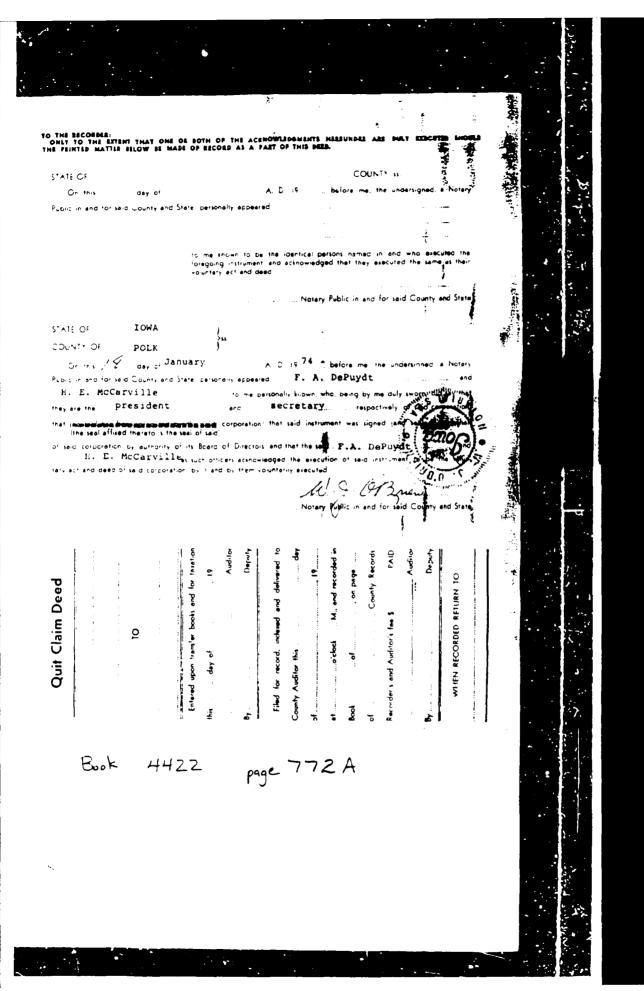
On this <u>2</u> day of <u>Structure</u>, 1980, before me, the undersigned, a Notary Public in and for said State, personally appeared lonn H. Strouf and Harold E. McCarville, to me personally known, who, being by me duly sworn, did say that they are the President and Secretary, respectively, of said corporation; that the seal affixed thereto is the seal of said corporation and that said instrument was signed und 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.

Notary Public and for the of Iowa

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IOWA STATE LAS ASSOCIATION J. 6. No. C WARRANTY DEEP 11-22.74M COLICEATED 2 11123 熊 3 DUIT Enow All fften by These Bresents: Dico Company, Inc. That -Polk Des Moines . having in principal piece of business at .... -- Total other good and valuable consideration of the num in hend paid does hereby CONNY Iowa CONTRACTOR (\$1.00) and Ż 2 22 E. 13:3 in hand paid does hereby CONVEY unto \_\_\_\_\_Meredith . Corporation A. 27-1 1000 ÷ ÷ ţ 1716 Locust Street - DestMoiner Towa 50309 Grastuss' Address: . 1000 Polk WE biolowing described nel estate situated in \_\_\_\_\_\_\_\_POLK 22.5 \_\_\_\_\_\_\_\_ County, ione, to \_\_\_\_\_\_\_\_ The North one hundred: fifty (150) Field County, ione, ione the following described real estate situated in .T ALL DI COL in mini 1.1 52100 Iowa. Filed to record 1-274 County Auditor th 1445 This deed is given subject to any and all same of the lons and reservations of record. Recorder's and Auditor's for \$1 m. Call Deputy Records And said Corporation hereby covenants with said grantees, and successors in interest, that it holds said real enters by fills in ice simple; that it has good and lawful authority to sell and convey the same; that said premises are tree and clear cl all liens and encumbrances whatsoever, eacept as may be above stated; and it covenants to Warrant and Defand the said premises against the lawful cleims of all persons whomsoever, eacept as may be above 2 stated. Wards and physics hereis, including achaeviedgement bareal, shall be construed as in the context. IN WITNESS WHEREOF said corporation has caused this instrument to be duly executed \_ 19\_74 January dev of\_ ł VDICO COMPANY, INC. 1774 resident V 0 \$ HE Marville, Secretary Title Ē 200 S. W. 16th Street Des Moines, Iowa minht int (Granters' Address) ъ ż IOHA POLI STATE OF ... COUNTY, 11 10 - -JANUET A.D. 1974 hadan an Ba H. E. McCaryille P λ. DePuydt president secre ary ۵ x arvilie . na (iI NON 44 4 11

HOWA STATE BAR ASSOCIATION M QUIT CLAIM DEED PODE COONTY, JO Dico Corpany, Eng TV FOR RECO Bnow All Mien by These Presents: That KENNETH FM. FENTON RECO 22.74 2 n:C | iin consideration® of the w ONE DOLLAR (\$1:00)-----Meredith Corporation in hand paid do haraby Quit Claim unto \_\_\_ 1 .  $\sim 2$ 3 Granteen Address: 1716 Locust Street - Des Moines, Iowa 50309 all our right, title, interest, estate, cleim and demend in the following described real estate situated in Polk \_\_\_\_County, lowe, to-wit: The East three (3) feet of the North 150 feet of . . 1, Dico Plat No. 1, an Official Plat; and The East three (3) feet of that part of the South 50 And of the Minuspolis & St. Louis Railway Right-of-ay as measured normal to the center line of said ight-of-way, lying North off and adjacent to said Lot 1, Diro Plat No. 1, an Official Plat; all now included in and forming a part of the City of Des Moines, Iowa. n's Rammer ï Each of the undersigned hereby relinquishes all rights of dower, homesteed and distributive share in and to the above described preinises and phrase: rereat including actionwadgmont harbof shak be centrived as in the singular newlar gander sclopping (). The contest: 10 11 <u>Th</u> 1 \_ 54. c<sup>i</sup> \_ \_ ŝ ₹÷ E 7. 2 5% ~ HATE OF KOMA, COUNTY OF .... E. E. HcCarville 200 S. W. 16th Street name a second state of an and Des Moines, Iowa (Granters' Address) State of lows, Polk Coupty ss. Entered upon pressier books and losy taxation this and day of 2 m 19 to no bown to be the identical periods again and whit evoluted the tongoing learnament and economicaged that they evoluted the same as their valuetary oct and deed. SEE OTHER SIDE FOR CORPORATE ACHOWLEDGUENT From the ecover named Gran pro-to-the ebove named Granteest STATE OF JOWA Filed for record this \_\_\_\_\_ \_\_\_\_ dey of \_\_\_\_\_ / D : 9\_\_\_ COUNTY OF at \_\_\_\_\_ o'clock \_\_M and recorded in Book \_\_\_\_\_ of \_\_\_ on 5090 \_ Find to record indexed and delivered to \_ Deput FEE 1\_\_\_\_\_ County Auditor and they and y 24 41----× m. Calibre 0 WHEN RECORDED RETURN TO - Securere and A 1114/04 hour later A44 m - NOT 44/2 INT TIC M-8417 ٤ OUT CLAN

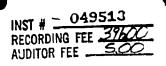


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	they are the	President	and	Secretary	pectively of seid corporation	
	the seal	affixed thereto is the	seal of said)	+	ugned (and seeled) on behalt	
	Harold	E. McCarville	as such officars acknowl	and that the said JOHN H.	. Strout end	\$
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FILED FOR RECORD POLK COUNTY, IOWA OI NOV 21 P 2: 33.7 TIMOTH J. BRIEN RECORDER

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

TO: Folk County Recorder's Office

DATE: Oct 17, 2001

FROM: M. L. Aschbrenner

Page 1 21 79

SUBJECT: Condemnation File

PLEASE RECORD ATTACHED PAPERS AND PROVIDE ME WITH

A COPY OF THE FIRST AND LAST PAGE.

THANK YOU.

Mr. L. aschburner

RETURN TO:

COPY SENT TO SECRETARY OF STATE

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

12 0 34						
			-			
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		•	-			
		IN THE SHERIFF'S OFFICE OF POLK CO				
		nation of Certain Rights in Land for				
		vay Project (DICO, Inc.) by the	SHERIFF'S CERTIFIC	ATE OF		
	City opf Des Moines, Iowa, U	AU7/011A	COSTS AND AWARI	75		
				55		
		strict Court/Polk County Recorder				
		led commissioners in the above entitled cond Avenue on the 5th day of September, 2001, a				
		ter on the 5th cay of September, 2001, file t				
	as follows:					
	TITLEHOLDERS, ENCUMBRA	NCERS AND LENHOLDERS				
	TITLEHOLDER:	STOLING AND LILINGLUERS	PROPERTY ADDR			
	DICO INC., fka Dico C	ompany, Inc. fka Dico Corporation, fka	200 SW 16th :	Sveet		
	Dairy Industries, inc.,	2701 Spruce Street, Quincy, IL 62301				
		rí T. Holiey. c/o DICO INC., Des Moines, IA: 50316				
•	2040 E IVIAIRAL SUBBL	pas mollings, pr. 50310				
		ANCERS, LEASEHOLDERS AND EXISTIN	IG EASEMENT INTERESTS	<u>:</u>		
	City of Des Moines de 400 E First Street, De					
		Moines, la Dusoa				
	Mid-American Energy	Company successor by marger to				
	lows Power and Light Company, P.O. Box 657, Des Moines, IA: 50303					
	City of Der Mainer In	wa, Board of Water Works Trustees				
		ater Works, 2201 Valley Drive, Des Moines,	IA 50321			
		······································				
	TAXING AUTHORITY					
	Polk County, lowa c/o Polk County Administr	Polk County Auditor ation Bidg, 111 Court Ave, DM 50306				
		52 550.00 AWARD - PAID				
	HOURLY RATE OF \$1	0 00 FCR TIME IN EXCESS OF 500 HOURS	S			
		n was filed with the recorder on the 25th day	r of July, 2001, in Book num	ber 8918, page		
	number 652.		ACHINERA CONTAIN	ED E 2004		
		E OF APPRAISEMENT OF DAMAGES TO	CONDEMNEES SEPTEMB	EK 3, 2007		
او ۽ ۽	NOTICE OF APPEAL FILED B					
_ ه.0	DATE OF APPEAL 10/4/01					
-	COMMISSIONERS FEES-EXPE	NSEC	SHERIFF'S CIVIL FEES			
	1. Clarke Stewart	NSES 235.95 213.75 مدوط عامی 222.20 میرید	Attend Jury	'l		
	2. Jack McWilliams	235.95 2 9 271	County Fees	7.60 100 100 7.60 9/01 169.00		
	3. Anthony Pigneri	235.95 "UED "IF dia 213.76 "UED "IF dia 222.20 Sunt also	Publication Fees	149.00		
	4. Jerry Evans	222.20 Sever "				
	5. Reed Backstrom 6. Jack Roberts	215.07 219.40				
	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 liand this 5th day of September, 2001. BOB E. RICE, SHERIFF OF POLK COUNTY					
		in it.	A. 1. 1.			
		by 7 The Color	Inter DOCKET NO.	01-507		
	TO RECORDER	M.L. ASCIDIC	SHER/FF'S FIL			

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Excaved by Emply Gould Chair Automat City Allottes, City Lead Pres IN THE SHERIFF'S OFFICE (	0, is
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, lowa, 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 I - 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 RALWAY 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 BEAK 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 50%1655" 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 FASTERLY AND HAVING A 400.30-FOOT LONG CHORD BEARING NORTH 19954'39' 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 NORTE 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 1. 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 SOUTE OF THE NORTHEASTERLY CORNER OF SAID LOT ONE, THENCE WESTERLY 90°00'60" FROM THE MOST EASTERLY LINE OF SALD 1 OT 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, OK .1.84 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;

Conduct a geotechnical audit of a portion of the Easement Area, through the (b) 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;

Conduct an environmental audit of the Easement Area, to determine the presence (c) 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 containinants (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

Contel 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

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 1<sup>st</sup> Street, Des Moines, Iowa, 50309-1809

Telephone: (515) 283-4028.

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 divisior, or subdivisior, 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:

Page 6 C

DICO INC., flora Dico Company, Inc., flora Dico Corporation, flora 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 Momes

c'o City Cierk, City Hali, 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 lowa 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, lowa

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

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# PART III. PROPERTY INTERESTS NECESSARY TO ACHIEVE THE PUBLI € PURPOSE AND PROPERTY INTERESTS PROPOSED TO BE ACQUIRED FOR TH E PROJECT.

The Acquisition Plat, marked as Exhibit A and attached hereto and made a part hereo f, 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 Lies 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 4" 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 camages 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, lowa as soon as the commissioners have been appointed.

Dated this Z Cay of July 2001.

Emily Goy Achafa PK0011400

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

APPROVED this 23 day of shelp . 2001 fih Judicial District

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

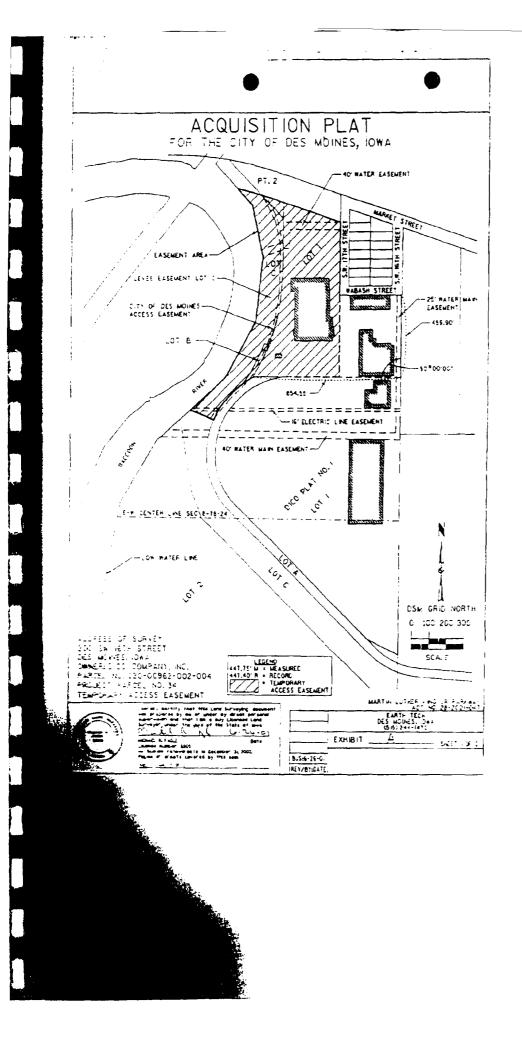
Emily Gould Chafe PK0011406 Assistant Giry Attorney City of Des Moines, lowa

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

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Denie W. Culture user

F SHARED ROWTEGAL CONDEMN DICO-Application for Condemnation.dor



#### (Page 10 of 79



LEGAL DESCRIPTION: TEMPORARY ACCESS EASEMENT

ALL OF DICC PLATINCH, AN OFFICIAL FLAT, ALL NOW INCLUDED IN AND FORMING A PART OF THE CITY OF DES MOINES, POLK COUNTY, IOWA, EXCEPTING THEREFRON THE FOLLOWING DESCRIBED PARCELS:

EXCEPT THE NORTHERLY ISCIDO 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 SC.00 FEET; THENCE NORTHWESTERLY A CISTANCE 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. IN; THENCE SOUTHEASTERLY ON SAID NORTH RIGHT-OF-WAY LINE TO THE POINT OF BEGINNING.

EXCEPT THAT PAPT 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 CF SAID LOT 2, SAID POINT BEING THE EAST LINE OF SAID LOT 2 (THE EAST LINE OF SAID LOT 2 IS ASSUMED TO BEAR NORTH OC° (DEGREES) IC IMMULES) 44" (SECONDS) EAST FOR THE PURPOSE OF THIS DESCRIPTION; THENCE NORTHWESTER; ON A 434.66-FOOT RADIUS CURVE CONCAVE NORTHEASTER; AND HAVING A 179.98-FOOT LONG CHORD BEARING NORTH  $5^{\circ}$  9:557 A DISTANCE OF 16.25 FEET (ARC LENGTH, THENCE NORTH  $4^{\circ}$  35.39" WEST A DISTANCE OF LISS, FEET (ARC LENGTH, THENCE NORTH  $4^{\circ}$  35.39" WEST A DISTANCE OF LISS, ADISTANCE OF 414.02 FEET (ARC LENGTH; THENCE NORTH 15" 54435" WEST A DISTANCE OF 414.02 FEET (ARC LENGTH; A39.90-FOOT RADIUS CURVE CONCAVE EASTERLY AND HAVING A 400.30-FOOT LONG CHORC BEARING NORTH 15" 54435" XEST A DISTANCE OF 414.02 FEET (ARC LENGTH; THENCE NORTH OF 46" 30" EAST A CISTANCE OF 414.02 FEET (ARC LENGTH; A39.90-FOOT RADIUS CURVE CONCAVE EASTERLY AND HAVING A 400.21.00 NG CHORC BEARING NORTH 16" 54735" XEST A DISTANCE OF 416.02 FEET (ARC LENGTH; THENCE NORTH 66" 59".2" WEST A DISTANCE OF 136.26 FEET (ARC LENGTH; CHORCE BEARING NORTH 16" 35" 24" 25" A DISTANCE OF 136.26 FEET (ARC LENGTH; CHORCE BEARING NORTH 16" 35" 24" 25" A DISTANCE OF 136.26 FEET (ARC LENGTH; CHORCE BEARING NORTH 16" 35" 24" 25" A DISTANCE OF 136.26 FEET (ARC LENGTH; CHORCE BEARING NORTH 16" 25" 24" 25" A DISTANCE OF 136.26 FEET (ARC LENGTH; CHORCE BEARING NORTH 16" 25" 24" 25" A DISTANCE OF 136.26 FEET (ARC LENGTH; CHORCE BEARING NORTH 16" 25" 24" 25" A DISTANCE OF 136.26 FEET (ARC LENGTH; CHORCE BEARING NORTH 16" 25" A DISTANCE OF 142.99 FEET TO THE WEST LINE CF SAID LOT 2.

EXCEPTING THAT PART OF SAID LOT ONE LYING EASTERLY OF THE SOUTHERLY EXTENSION OF THE WEST LINE OF S.M. ITH STREET AND NORTHERLY OF TH 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 E54.85 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 RESISG FEET SOUTH OF THE NORTHEASTERLY CORNER OF SAID LOT ONE; THENCE WESTERLY 90°00'CCT FROM THE MOST EASTERLY LINE OF SAID LOT ONE A DISTANCE OF 654.55 FEET.

CONTAINING APPROXIMATELY 5.5,557 SQUARE FEET, OF 11.64 ACRES.

ADDRESS OF SURVEY 200 SW 161H STREET	MARTIN LUTHER FING UR PARKWAY ACT. NC. 20-200-047		
DES MOINES, IOWA ONNEF: DICC COMPANY, INC.	EANTH TECH DES MONES, IOWA (515) 244-1470		
PARCEL NO. 020-00962-002-004 PROJECT PARCEL NO. 34	EXHIBITA SHEET 2 OF 2		
TEMPORARY ACCESS EASEMEN"	E BJS46-25-01 RE 9/8 1/04 TE		

IN THE SHERIFF'S OFFICE C	FPOLK COUNTY, IOWA
N THE MATTER OF THE CONDEMNATION OF CERTAIN RIGHTS IN LAND FOR MARTIN LUTHER KING, JR. PARKWAY	UL 25 P ANS V. AN SHERIF LK COULTI
PROJECT (DICO INC.)	) ORDER SELECTING AND APPOINTING ) COMPENSATION COMPLESSIONERS AND ) ALTERNATE COMMISSIONERS
by the	) BY THE CHIEF JUDGE OF THE FIFTH ) JUDICIAL DISTRICT OF IOWA
CITY OF DES MOENES, IOWA,	)
1A077011A,	)
Applicani.	)

An Application for Condemnation having been filed with me by the City of Des Moines, lowa 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
<ol> <li>Reed Backstrom</li> <li>Jack Roberts</li> </ol>	226 E Bundy DH 4017 B3rd DM	OTHER THAN AGRICULTURAL

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

Pursuant to Section 6B.5 of the lowa 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 (?) 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:

<u>N</u> 4	M.E.	ADDRESS	QUALIFICATIONS
2	Dennis Connolly	5821 NE 3rd St DM 2130 Grand Ave DM 4725 85th St Urbandale	LICENSED REAL EST ATE BROKER/SALESPERS ON
-	Richard Henry	7505 Vandalia Rd Runn 747 N Hickory Blvd P Hi es 928 California Dr D	
2	Harold Porter	300 Walnut ∲1003 DN 3909 81st St Urbandale 81 River Oaks Dr DM	OTHER THAN AGRICULTURAL

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 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.

Pape to of 19

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I FURTHER HEREBY ORDER that the Applicant, City of Des Moines, lowa, 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.

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

Sheriff of Polk County, Iowa

(Fage 14 of 79	
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	POL
	7 4
IN THE SHERIFF'S OFFICE O	FPULK COUNTY, WYAY
IN THE MATTER OF THE CONDEMNATION	522
OF CERTAIN RIGHTS IN LAND FOR	TY
MARTIN LUTHER KING, JR. PARKWAY	10 R. 2
PROJECT (DICO INC.)	2 29 RSOH
PROJECT (DICO INC.)	
	CITY OF DES MOINES, IOWA
by the	MOTION TO CHALLENGE A
by the	COMPENSATION COMMISSIONER
CITY OF DES MOINES, IOWA,	) COMPENSATION COMPENSATIONER
LA077011A,	
Applicant.	<i>)</i>
/ ipproatit.	1

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 lowa 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.

1

CITY OF DES MOINES, IOWA

Emily Gold Chafa PK0011406 Assistant City Attorney City Hall, 400 East First Street Des Moines, IA 50309-1891 Telephone: (51 5) 283-4530 FAX: (515) 237-1643

F-SHARED/ROWLEGAL/CONDEMN/D/CO-Motion to Challenge do:

(Page 15 of 19	
IN THE SHERIFF'S OFFICE OF	F POLK COUNTY, JOWA
$( )^{n}$ IN THE MATTER OF THE CONDEMNATION	)
OF CERTAIN RIGHTS IN LAND FOR	).
MARTIN LUTHER KING, JR. PARKWAY	)
PROJECT (DICO INC.)	, )
	)
	SUMMON'S OF COMMISSIONERS
by the	
by the	)
CITY OF DES MODIES TOWA	)
CITY OF DES MOINES, IOWA,	<u>)</u>
IA077011A,	)
	)
Applicant.	) .
TO: Jack McWilliams 5821 NE 3 <sup>rd</sup> 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 lowa 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, lowa, 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.

Juni W. Chelina vie

DENNIS W. ANDERSON, SHERIFF POLK COUNTY, JOWA ackterenner Deputy

(Page 16 of 79) • . . . . ٤ 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.

ulman. 1

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 \_\_\_\_\_\_

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OI FIUG 6 PM 4 31 DENNIS W. ANDERSON SHERIFF POLK COUNTY, IOWA

(Page 17 of	79	
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	N THE SHERIEFS OFFICE O	
	- tur	$\bullet$
•	IN THE SHERIFF'S OFFICE OF	F 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,	)
	1A077011A,	
	LAUTOTIA,	)
	4	
	Applicant.	)
	TO: Clarke Stewart	· · · · · · · · · · · · · · · · · · ·
	550 39 <sup>th</sup> , Suite 301	
	Des Moines, IA	

The City of Des Moines, lowa, 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.

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Junio W. Conterno nia

DENNIS W. ANDERSON, SHERIFF POLK COUNTY, IOWA & auchbrenau Deputy

> 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 \_\_\_\_\_\_

2

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

# 16 cl 79	
• •	
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.)	
) )	1
)	SUMMONS OF COMMISSIONERS
by the (	
CITY OF DES MOINES, IOWA,	DE PO
IA077011A, )	)1 AUG Dennis Polk c
Applicant. )	
Applican. )	OUT S
TO: Anthony Pigneri	
2017 So. Union	
Des Moines, 1A	ERSO IOWA
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The City of Des Moines, lowa, 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.

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in h. Caluar we

DENNIS W. ANDERSON, SHERIFF POLK COUNTY, IOWA & lescheren Deputy

(Page 20 cf 79)

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#### ACCEPTANCE OF SERVICE

Legal Service of the Above Summons with Notice attached is hereby accepted and acknowledged at Des Moines, lowa, this 31 day of 91 ( $1 \le 9$ ), 2001. The undersigned further certifies that he/she does not possess any interest in this proceeding which would cause a biased judgment.

authory P. presi

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 \_\_\_\_\_\_

(Page 24 of 79)		
<u>`</u> -	•	
•		
	ACCEPTANC	E OF SERVICE

Legal Service of the Above Summons with Notice attached is hereby accepted and acknowledged at Des Moines, Iowa, this 3/ day of 3/2, 2001. The undersigned further certifies that he/she does not possess any interest in this proceeding which would cause a biased judgment.

Real H Balata

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 \_\_\_\_\_\_

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_		
IN THE SHERIFFS OFFICE O	OF POLK COUNTY, IOWA	
	)	
FAIN RIGHTS IN LAND FOR	)	
LUTHER KING, JR. PARKWAY	)	
(DICO INC.)	)	
	)	
	) SUMMON'S OF COMMISSIO	NERS
by the	)	
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DES MODIES LOWA	· · · · · · · · · · · · · · · · · · ·	01 ANG
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Applicant.	) STV	
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	MATTER OF THE CONDEMNATION TAIN RIGHTS IN LAND FOR LUTHER KING, JR. PARKWAY I (DICO INC.) by the DES MOINES, IOWA, LA077011A, Applicant.	IAIN RIGHTS IN LAND FOR       )         LUTHER KING, JR. PARKWAY       )         I (DICO INC.)       )         SUMMONS OF COMMISSIO         by the       )         DES MOINES, IOWA,       )         LA077011A,       )         Applicant.       )         Ck Roberts       (TY FINANCE)

The City of Des Moines, lowa, 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, SHERIFF

POLK COUNTY, IOWA

By M& ascilerance Deputy

ACCEPTANCE OF SERVICE

Legal Service of the Above Summons with Notice attached is hereby accepted and acknowledged at Des Moines, Iowa, this 2/2 day of 2001. The undersigned further certifies that he/she does not possess any interest in the proceeding which would cause a biased judgment.

Jack H Potato

#### 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 \_\_\_\_\_\_

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\_\_\_\_\_

•	•
IN THE SHERIFF'S OFFICE O	POLY COINTY IONA
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.	, )

) ss: COUNTY OF POLK )

IPage 27 cl 7

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.

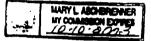
That I will make a written report to the Sheriff, including the information used by the commission in assessing the damages, all as authorized and prescribed in Chapters 6A and 6B, Code of Iowa, and any amendments thereto, and in accordance with the instructions of the Chief Justice of the Supreme Court.

(Page 28 of 79)

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.

Jack McWilliams Clarke Stewar m O A 1 Anthony Pigne Y Evans an Reed Backstrom Jack Roberts

Subscribed and sworn to before me this <u>Sth</u> day of <u>September</u> 2001.



126 1 th all mon Notary Public in the State of Iowa

Filed in my office this <u>5th</u> day of \_\_\_\_\_

Th & Carebrares

September

, **20**01

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Fishared ROWLEGAL/CONDEMN/OATH OF COMMRS 3-01-00.doc

#### IN THE SHERIFF'S OFFICE OF POLK COUNTY, IOWA

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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, JOWA, 1A077011A,

Applicant.

) NOTICE OF PUBLIC MEETING OF COMPENSATION COMMISSION TO ASSESS DAMAGES FOR TAKING OF PROPERTY

ì ) )

#### TO: Titlebolders:

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

City of Des Monide			-
c/o City Clerk, City Hall, 400 East First Street, Des Moines, IA 50309		Ð	01
Easement for Sewer Right-of-Way - Book 3880, Page 456	PO	2	
Flood Control Easement Deed - Book 3895, Page 489	F	N X I	JUL
Flood Control Easement Deed - Book 3977, Page 345	2 9	<u>2</u>	- 27
Easement for Access - Book 5048, Page 643	20	÷.	· ī
	3		·
Mid-American Energy Company, successor by merger to	. <del>.</del> .	T G	рŋ
Iowa Power and Light Company	VNOI	RS	$\sim$
666 Grand Avenue, P.O. Box 657, Des Moines, IA 50303	ž	ЮH	29
Easement for Electrical Supply Line - Book 4980, Page 735		z	ى
Lasement for Electrical Supply Enter Book 4980, 1 age 150			
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

(Page 3C of 79

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 2

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, lowa.

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  $5^{tr}$  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

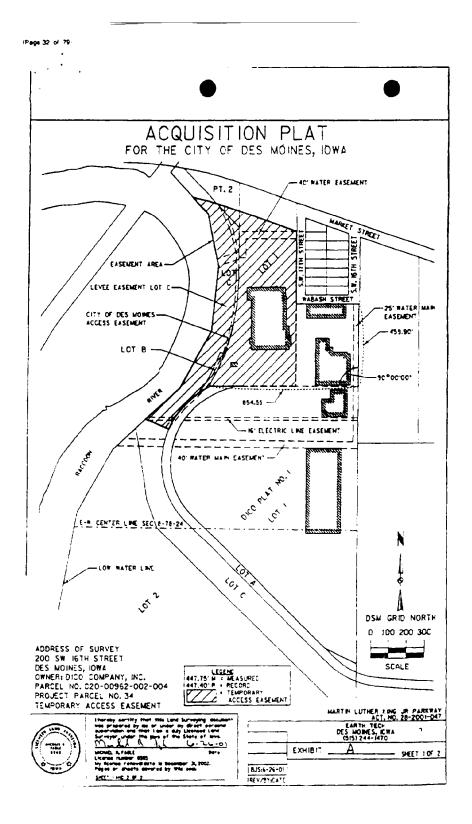
5. That the Compensation Commission is required to meet in open session (open to the public) to view the property being condemned and to receive evidence, but may deliberate in closed session, as provided by Section 6B.14 of the lowa Code.

CITY OF DES MOINES, IOWA

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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

F:/SHAREDIROWLEGALICONDEMN/DKO-Notice of Public Meeting doc



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•	•
	TION PLAT IF des moines, IOW4
LEGAL DESCRIPTION: TEMPORARY ACCESS	EASEMEN
ALL OF DICO PLAT NO. 1, AN OFFICIAL PLA PART OF THE CITY OF DES MOINES, POLK FOLLOWING DESCRIBED PARCELS:	
EXCEPT THE NORTHERLY ISD.00 FEET CF	SAID LOTS ONE (I), TWO (2) AND C.
THE EAST LINE OF SAID LOT ONE A DISTANORTHWESTERLY A DISTANCE OF 200.00 F	EET TO THE POINT OF INTERSECTION WITH ES MOINES UNION RAILWAY COMPANY (ALSO DICC PLATING II) THENCE SOUTHEASTERLY
BEGINNING AT A POINT ON THE EAST LIVE INTERSECTION OF THE SOUTH LIVE OF LDT EAST LINE OF SAID LDT 2 (THE EAST LIV NORTH OG® (DEGREES) IO' (MINUTES) 44" (SE THIS DESCRIPTION); THENCE NORTHWESTER, CONCAVE NORTHEASTERLY AND HAVING A S7°16'59" WEST A DISTANCE OF 18L29 FEE 45'35'39" WEST A DISTANCE OF 18L29 FEE 45L83-FOOT RADIUS CURVE CONCAVE EAST CHORD BEARING NORTH 19°54'39" WEST A	I A OF SAID DICC PLAT NO. LAND THE E OF SAID DICC PLAT NO. LAND THE E OF SAID LOT 2 IS ASSUMED TO BEAR ICONDSIGNT FOR THE PURPOSE OF Y ON A 434.66-FOOT RADIUS CURVE IT9.9E-FOOT LONG CHORD BEARING NORTH IT (ARC LENGTH) THENCE NORTH EEI; THENCE NORTHERLY ON A FERLY AND HAVING A 400.30-FOOT LONG DISTANCE OF 414.02 FEET (ARC LENGTH); DE OF 14.02 FEET; THENCE NORTHERLY ON A TERLY AND HAVING A 135.71-FOOT LONG DISTANCE OF 136.26 FEET (ARC LENGTH); DISTANCE OF 136.26 FEET (ARC LENGTH);
EXCEPTING THAT PART OF SAID LOT ONE EXTENSION OF THE WEST LINE OF S.W. ITT FOLLOWING DESCRIBED LINE: BEGINNING AT OF SAID LOT ONE, SAID POINT BEING 459: CORNEP OF SAID LOT ONE; THENCE WESTER LINE OF SAID LOT ONE A DISTANCE OF ES	H STREET AND NORTHERLY OF THE A POINT ON THE MOST EASTERLY LINE SO FEET SOUTH OF THE NORTHEASTERLY ALY SOCOCOT FROM THE INCST EASTERLY
LINE: BEGINNING AT A POINT ON THE MOST	NORTHEASTERLY CORNER OF SAID LOT ONE;
CONTAINING APPROXIMATELY 515,557 SQUAI	RE FEET. OP 11.84 ACPES.
ADDRESS OF SURVEY 200 SW 16TH STREE"	LARTIN LUTHER RING UR PARKWA ACI. MG. 28-200-041 CARTH TECH
DES MOINES, IOWA OWNER: DICO COMPANY, INC.	DES MORES, IORA 15/51 244-1470
PARCEL NO. 020-00962-002-004 PROJECT PARCEL NO. 34	EXHIBIT SHEET 2 OF 2
TEMPORARY ACCESS EASEMENT	8.75.6-26-C REV/EYDATE

•				
RETURN OF SERVI	CE		•	
IN	THE IOWA DISTRICT CO	OURT FOR POLK	COUNT	ΓY
Case Name:DES M	OINES, CITY OF	VS DICO, INC.		
<b>Case No. 63256</b>	CONDEMN 063256	POSTED AT COU	RTHOUSE	
Notice Rec'd th	<b>is date:</b> 7/25/01			
STATE OF IOWA				
POLK	County } ss.			
I certify that	I served a copy of: (	CONDEMNATION		
Served: COURTHOUSE	at 5TH & MULBA	ERRY DES MOINES	IA on 8/( / /	03/01 8:4 / : / :
	by serving or	:	,	at
: at	by serving	it's ame;	(Title)	on / /

POSTED AT POLK COUNTY COURTHOUSE

DENNIS ANDERSON , Sheriff POLK , O County , Iowa \_\_\_\_\_.

CATHI BROWN

FEES:

Processing:		\$5.00
Mileage	•	\$0.00
Copy	:	\$0.00
Notary	:	\$0.00
Misc.	:	\$0.00
TCTAL	:	\$5.00

Fees charged to/paid by ATTY

(Page 35 of 79)

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:

hay of Cluguet That I did personally serve the described Notice(s) upon the 2001 by delivering a true copy thereof to:

City of Des Moines c/o City Clerk City Hall 400 East First Street Des Moines, LA 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 Metion to Compensation Challe Commissioner

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

Service Fee

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

Mileage:

Total

iPage 36 of 79

AFFIDAVIT OF SERVICE

Case: Condemnation - DICO INC.

day of

STATE OF IOWA )

) ss: COUNTY OF POLK )

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

That I did personally serve the described Notice(s) upon the 🗠 2001 by delivering a true copy thereof to:

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

ÂI

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

Dav

-August , 2001.

 $\mathbf{a}$ Notary Public in and for the

Service Fee Mileage:

State of Iowa, Polk County

Total:

1Page 37 of 79

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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 affum as follows:

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

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

ul helghton

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 swom to before me this 14th day of August 2001

~^^ Notary Public in and for the

State of Iowa, Polk County

Service Fee

Total:

Mileage:

### AFFIDAVIT OF SERVICE

Case: Condemnation - DICO INC.

STATE OF JOWA ) ) \$5: COUNTY OF POLK

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

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

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

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

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

Mileage:

Total:

Service Fee

(Pape 39 of 79

### AFFIDAVIT OF SERVICE

Case: Condemnation - DICO INC.

dav of

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 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

That services consisted of:

28-60

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

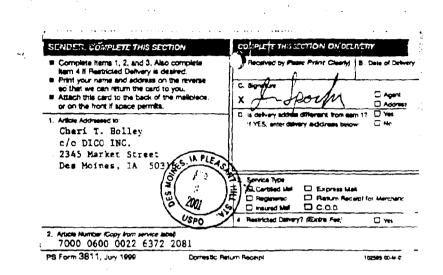
List of Compensation Commissioners and Alternates Appointed by the Chief Judge of the Fifth Judicial District of Iowa

City of Des Moines, Iowa Motior. to Commissioner

Challenge / a ompensation David Beane

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

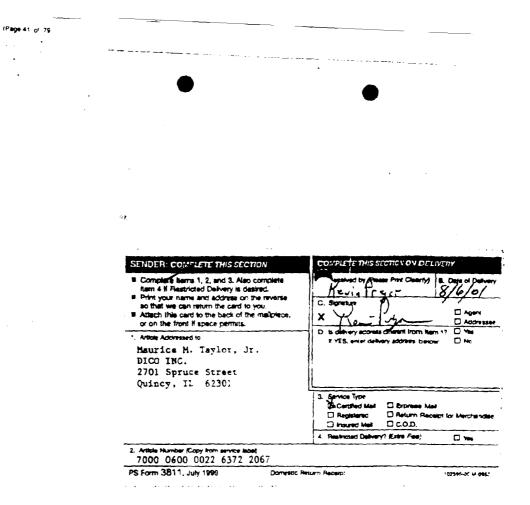
Service Fee Notary Public in and for the State of Iowa, Polk County Mileage: 2



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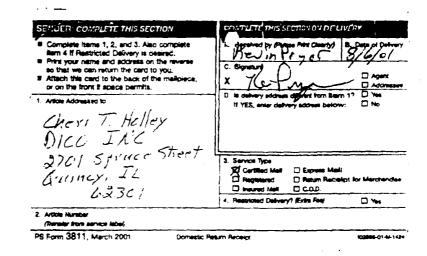
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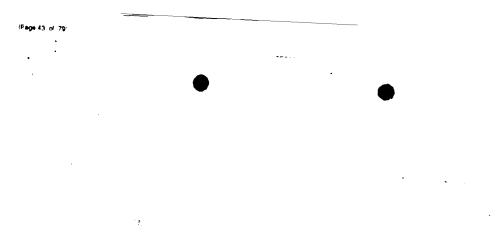
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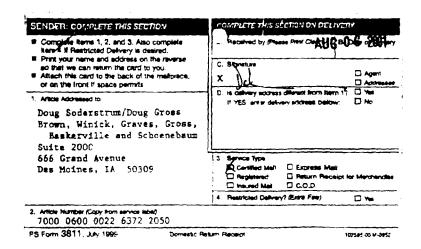


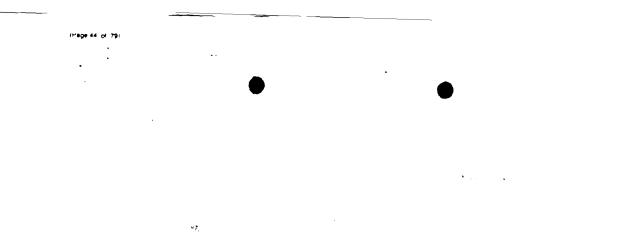
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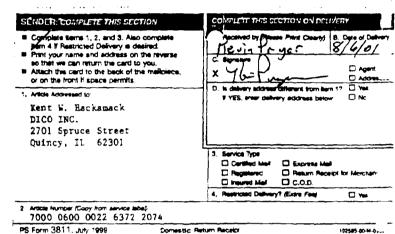


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Domestic Return Receipt PS Form 3811. July 1999

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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, lowa.

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\_

am. K. Guman

Subscribed and swom to by Amy Duncan before me this 23<sup>rd</sup> of <u>August</u>, 20 01. KI. ÛI Notary Public

Fee for publication. \$ 75.82

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08/17/2001 12:27 9670553	HERALDINDEX	
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IN THE MATTER OF TH	E CONDEMNATION OF CERTAIN F	UGHTS
IN LAND FOR MARTIN (DICO INC.)	LUTHER KING, JR. PARKWAY PRO	DIECT
	IOWA. IA077011A, Applicant.	
TO: TITLEHOLDERS: DICO INC., f/k/a Dico Co	ompany, Inc., f/k/a Dico Corporation,	
Registered Agent: Cheri T		
	IBRANCERS, LEASEHOLDERS AND	)
EXISTING EASEMENT I City of Des Moines		
Easement for Sewer Right	400 East First Street, Des Moines, IA 5 1-of-Way- Book 3880, Page 456	0309
	Deed- Book 3895, Page 489 Deed- Book 3977, Page 345	
Easement for Access- Boo		
Iowa Power and Light Cor		
Easement for Electrical Su	apply Line- Book 4980, Page 735	
Board of Water Works Tru	, for the use and benefit of the ustees of the City of Des Moines, Iowa	
Grant of Easement for Wa	a, 2201 Valley Drive, Des Moines, IA 5 ner Intake and Distribution System- Bo	
Page 201 TAXING AUTHORITY:		
Polk County, Iowa Polk County Administratic		
	panies or corporations having any inte	rest in o
	TEMPORARY ACCESS EASEMENT	
	AT NO. 1, AN OFFICIAL PLAT. ALL RMING A PART OF THE CITY OF D	
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A DISTANCE OF 50.00 F	EET: THENCE NOR THWESTERLY	A

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HERALDINDEX

PAGE 12

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.

1Page 47 of 79

06/17/2001 12:27

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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 NOR TH 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.

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11.84 ACRES.

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08/17/2001 12:27

HERALDINDEX

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

9678553

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 lowa 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 (Page 49 of 79)

#### IN THE SHERIFF'S OFFICE OF POLK COUNTY, IOWA

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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, LA077011A,

# SHERIFF'S RETURN AND REPORT OF COMMISSIONERS

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 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

Image builds inter

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 5<sup>th</sup> 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 5<sup>th</sup> 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 <u>5th</u> day of <u>September</u>, 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:

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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. I 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.

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

(Page 53 of 79

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

#### Leinbolders, Encumbrancers, Leasebolders and Existing Easement Interests:

City of Des Moines c/o City Clerk, City Hali, 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 lowa 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

2,650 Award for temporary access easement S\_\_\_ TOTAL AWARD ----- \$\_\_\_\_ houle note of "10 for time in excess of 500 hous 5

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

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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.

TNESS OUR HANDS at Des Moines, Iowa, the day and year last above written. ú di 900 de,

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# MINUTES OF MEETING OF COMMISSIONERS:

DATE: September 5, 2001 TIME: 9:00 AM PLACE: 206 6<sup>th</sup> 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 Chan CTy of DSM TERAY TIMMIUS

Fred Lock menter someway Duce 7564 FFIN Eng

Witness for condemnor:

Condemnee (and/or Attorney): Becui SodersTRO m

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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:

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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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 <u>5th</u> day of <u>September</u>, 2001.

SHERIFF OF POLK COUNTY, IOWA

n & Clockbrenner Deputy

F:'SHARED'ROWLEGAL/CONDEMN/DICC-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.)	) ) ) ) ENDORSEMENT OF SHERIFF OF
by the	) MAILING OF NOTICE OF ) APPRAISEMENT OF DAMAGES
CITY OF DES MOINES, IOWA,	) AND TIME FOR APPEAL
LA077011A,	)
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 <u>5th</u> day of <u>September</u>. 2001, the attached Notices of Appraisement of damages and time for appeal to each of the persons to which they are addressed.

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Dennis W. ANDERSON, SHERIFF

DENNIS W. ANDERSON, SHER POLK COUNTY, IOWA

By Mr & ascherman Deputy

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#### IN THE SHERIFF'S OFFICE OF POLK COUNTY, IOWA

IN THE MATTER OF THE CONDEMNATION	)
OF CERTAIN RIGHTS IN LAND FOR	j
MARTIN LUTHER KING, JR. PARKWAY	)
PROJECT (DICO INC.)	)
	)
	j -
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 <u>5th</u> day of <u>September</u>, 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

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OF C MAJ PRO	HE MATTER OF THE CONDE CERTAIN RIGHTS IN LAND F RTIN LUTHER KING, JR. PAR JECT (DICO INC.) by the	EMNATION OR	) ) ) ) )	ION FOR CON	
CITY	' OF DES MOINES, IOWA. LA077011A, 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, lowa:

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

17 806 04 07 791

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 PLATINO, 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:

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:

(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 borcholes 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

:

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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:

The City's contact agent to: purposes of conducting a dust activities .

David Neal McGuffin, P.E., Environmental Engineer, City of Des Moines Engineering Department

City Hall, 400 East 1" Street, Des Moines, Iowa, 50309-1809

Telephone: (515) 283-4028.

 $\delta$ . 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, 1A 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 lowa 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 Bolk County Admin

(mage to / or /y

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

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condemnee/property owner through June 15, 2001.

(ð) 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, lowa as soon as the commissioners have been appointed.

Dated this day of July, 2001.

CITY OF DES MOINES, IOWA

(could C) Emily Godd Chafa PK0011406 Assistant City Attomey

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 Judicia! 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 lowa that this Original Application for Condemnation has been approved by the Chief Judge of the Fifth Judicial District

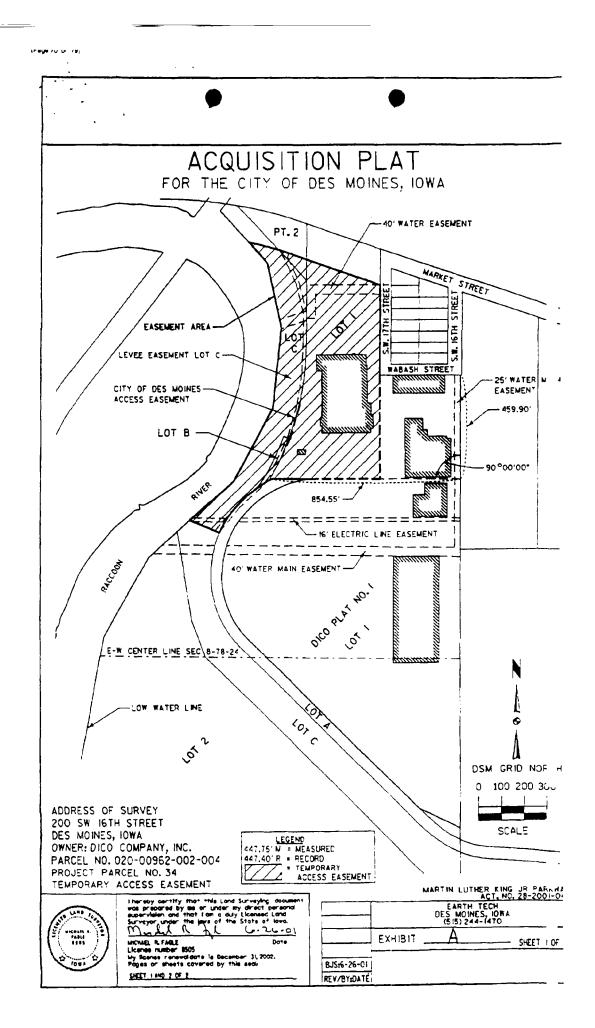
<u>Emily Gould Chafa</u> Assistant Giv Attorney City of Des Moines, Jowa

Filed in my office at Des Moines, Iowa, this 2 day of

h. Sheriff of Polk County, Iowa

FISHAREDWLEGALCONDEMNDICO-Application for Condemnation.doc

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ACQUISIT FOR THE CITY OF	ION PLAT DES MOINES, 10	WA	
LEGAL DESCRIPTION: TEMPORARY ACCESS EAS	SEMENT		
ALL OF DICO PLAT NO.1, AN OFFICIAL PLAT, PART OF THE CITY OF DES MOINES, POLK CON FOLLOWING DESCRIBED PARCELS:	ALL NOW INCLUDED IN UNTY, IOWA, EXCEPTING	AND FORMIN	NG A THE
EXCEPT THE NORTHERLY ISO.CO FEET OF SAI	D LOTS ONE (1), TWO (2	) AND C.	
EXCEPT BEGINNING AT THE SOUTHEAST CORN THE EAST LINE OF SAID LOT ONE A DISTANC NORTHWESTERLY A DISTANCE OF 200.00 FEE THE NORTH RIGHT-OF-WAY LINE OF THE DES THE NORTHERLY LINE OF LOT A OF SAID DIC ON SAID NORTH RIGHT-OF-WAY LINE TO THE	E OF 50.00 FEET; THEN T TO THE POINT OF IN MOINES UNION RAILWAY O PLAT NO. I); THENCE	ICE TERSECTION COMPANY	I WITH (ALSO
EXCEPT THAT PART OF SAID LOT 2 LYING SI BEGINNING AT A POINT ON THE EAST LINE O INTERSECTION OF THE SOUTH LINE OF LOT A EAST LINE OF SAID LOT 2 (THE EAST LINE O NORTH OO° (DEGREES) IO' (MINUTES) 44" (SECO THIS DESCRIPTION); THENCE NORTHWESTERLY ( CONCAVE NORTHEASTERLY AND HAVING A 179. 57°16'59" WEST A DISTANCE OF 181.29 FEET 45°35'39" WEST A DISTANCE OF 1,159.97 FEE' 461.83-FOOT RADIUS CURVE CONCAVE EASTER CHORD BEARING NORTH 19°54'39" WEST A DIS THENCE NORTH OS°46'30" EAST A DISTANCE O 439.90-FOOT RADIUS CURVE CONCAVE EASTER CHORD BEARING NORTH 14°38'52" EAST A D'S THENCE NORTH 66°59'12" WEST A DISTANCE O SAID LOT 2.	F SAID LOT 2, SAID PO OF SAID DICO PLAT N DF SAID LOT 2 IS ASSU NDS)EAST FOR THE PUF ON A 434.66-FOOT RAD 98-FOOT LONG CHORD I (ARC LENGTH); THENCE N T; THENCE NORTHERLY O LY AND HAVING A 400. STANCE OF 414.02 FEET OF 44.02 FEET; THENCE RLY AND HAVING A 135. TANCE OF 136.26 FEET	INT BEING I. AND TH MED TO BE RPOSE OF IUS CURVE BEARING NO NORTH N A 30-FOOT LO (ARC LENG (ARC LENG	THE IE LAR ONG TH); ON 4 NG TH);
EXCEPTING THAT PART OF SAID LOT ONE LYI EXTENSION OF THE WEST LINE OF S.W. 17TH S FOLLOWING DESCRIBED LINE: BEGINNING AT A OF SAID LOT ONE, SAID POINT BEING 459.90 CORNER OF SAID LOT ONE; THENCE WESTERLY LINE OF SAID LOT ONE A DISTANCE OF 854.5	STREET AND NORTHERLY POINT ON THE MOST E FEET SOUTH OF THE NO 90°00'00" FROM THE	OF THE EASTERLY L ORTHEASTER	RLY
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CONTAINING APPROXIMATELY 515,557 SQUARE	FEET, OR 11.84 ACRES.		
ADDRESS OF SURVEY 200 SW 16TH STREET DES MOINES, 10WA	M	ARTIN LUTHER AC EARTH TEI DES MOINES, (5)5)244-14	IOWA .
OWNER: DICO COMPANY, INC. PARCEL NO. 020-00962-002-004	EXHIBIT	A	SHEET 2 0



IN THE SHERIFF'S OFFICE O	F POLK COUNTY, IOWA
IN THE MATTER OF THE CONDEMNATION OF CERTAIN RIGHTS IN LAND FOR	)
MARTIN LUTHER KING, JR. PARKWAY	)
PROJECT (DICO INC.)	)
	) ) AFFIDAVIT OF HIGHEST OFFER
by the	)
CITY OF DES MOINES, IOWA,	)
LA077011A,	)
Applicant.	) POI SI
	K c c c c c c c c c c c c c c c c c c c
STATE OF IOWA )	OUIT
) SS:	AP ATTY.
COUNTY OF POLK )	L 8 39 F F I IOWA
	0N 39

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 interpet

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BY: Judy Rains

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

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Mary Public in and for the State of Iowa

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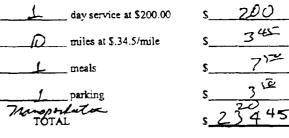
EMILY GOULD CHAFA COMMISSION NO. 163928 MY COMMISSION EXPIRES 2-13-2004 •

( <b>Page 7</b> 2 of 79		
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	IN THE SHERIFFS OFFICE O	F POLK COUNTY, IOWA
	IN THE MATTER OF THE CONDEMNATION	)
	OF CERTAIN RIGHTS IN LAND FOR	)
	MARTIN LUTHER KING, JR. PARKWAY	)
	PROJECT (DICO INC.)	)
		) ) CONDEMNATION COMMISSIONER'S
	by the	) STATEMENT
	CITY OF DES MOINES, IOWA,	)
	IA077011A.	)
	Applicant.	)

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.



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Signed this \_ 5th day of \_ September

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IN THE SHERIFFS OFFICE O	F POLK COUNTY, IOWA
IN THE MATTER OF THE CONDEMNATION	)
OF CERTAIN RIGHTS IN LAND FOR	)
MARTIN LUTHER KING, JR. PARKWAY	)
PROJECT (DICO INC.)	)
	)
	) CONDEMNATION COMMISSIONER'S
by the	) STATEMENT
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CITY OF DES MOINES, IOWA,	)
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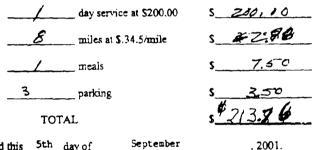
l certify that my fee and expenses as a member of the commission in the matter of the condemnation of certain real estate or rights to real estate for the Martin Luther King, Jr. Parkway Project, held on the 5<sup>th</sup> day of September 2001, are as follows and that these claims are due, just and unpaid.

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Signed this _5th	day of September	. 2001. (+ 7- 5 5.9.5
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of 79)	
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IN THE SHERIFF'S OFFICE O	F 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
0, 20	)
CITY OF DES MOINES, IOWA,	)
IA077011A,	)
Applicant.	
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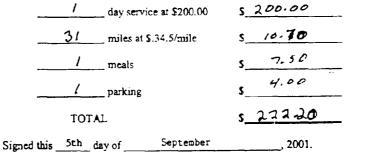
Signed this \_5th day of \_\_\_

, 2001.

COMMISSIONER 485-22-3908

(Page 75 cl 79)	•••
IN THE SHERIFF'S OFFICE O	F 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.	)

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 5<sup>th</sup> day of September 2001, are as follows and that these claims are due, just and unpaid.



_ day of	September	, 2001.
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# 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.)	)
	)
•	) CONDEMNATION COMMISSIONER'S
by the	) STATEMENT
	)
CITY OF DES MOINES, IOWA,	)
IA077011A,	)
	)
Applicant.	)

# TO THE SHERIFF OF POLK COUNTY:

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day service at \$200.00	\$ 200.00
miles at \$.34.5/mile	s_207
meals	5_10.50
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TOTAL	s21507
ned this 5th day of September	, 2001.

Signed this 5th day of \_\_\_\_

\_\_\_\_ 2001.

COMMISSIONER ReelH. R Pes mones soars

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IN THE SHERIFFS OFFICE O	F POLK COUNTY, IOWA
IN THE MATTER OF THE CONDEMNATION	)
OF CERTAIN RIGHTS IN LAND FOR	)
MARTIN LUTHER KING, JR. PARKWAY	)
PROJECT (DICO INC.)	)
	) ) CONDEMNATION COMMISSIONER'S
by the	) STATEMENT
CITY OF DES MOINES JOWA	
LA077011A,	)
Applicant	
CITY OF DES MOINES, IOWA, IA077011A, Applicant.	) ) ) )

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.

s <u>200.00</u>
s <u>6.90</u>
s <u>7.50</u>
s <u> </u>
s <u>219.40</u>

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Signed this <u>Sth</u> day of <u>September</u>, 2001.

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COMMISSIONER
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Unbandale Da 50322

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•J				
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		IN THE DISTRIC	T COURT FOR POLK	COUNTY

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

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.

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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. BERNING SHERNIFF FRGON ATTORNEY FOR DICO, INC.

Original filed.

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## 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 cartifies that a true copy of the foregoing instrument was served upon each of the atomeys of record of all parties to the above-antitied cause by enclosing the same in an envelope addressed to each such atomey a such stormey's address as disclosed by the pleadings of record herein on the \_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_.2011.

8y:	X-U.S. Mail	D Facsimile
	Hand Delivered	Overnight Courier
	Federal Express	D Other
Signati	ure <u>Guiden &amp;</u>	History)

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State of Illindis, for and in consideration of MITT TROUGARD DOLLARS (\$40,000), and pursuant to authority given by the Dourd of Directors of maid Corporation, com-

# Tops and Varrants unto MAIRY INDISTRIBLEST INC., & corpore-

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above described real estate; to great of right-ofway to

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THIRD PROPERTY REPORT OF THE PROPERTY OF THE

# FILED FOR RECORD POLK COUNTY, IOWA

08802

**RECORDING FEE** 

02 MAR -8 A 9: 14.2

### RETURN TO: TIMOTHY J. BRIEN AUDITOR FEE RECORDER Prepared by: Jon C. Tack. Wallace State Office Bids., Des Moines, JA 50319-0034; Ptt: 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 lowa 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.

Dated this \_\_\_\_\_ day of RI R VONK, DIRECTOR JEFFREY Jehrnary 2002 IOWADEPARTMENT OF NATURAL RESOURCES

STATE OF IOWA ) ) ss: COUNTY OF POLK )

On this  $25^{+}$  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 lowa Department of Natural Resources, and that he was authorized to execute the foregoing on behalf of the lowa Department of Natural Resources pursuant to lowa Code section 455B.431.

Karin J. Store TARY FUBLIC - STATE OF IOWA NOTARY 37 L

TITLE CERTIFICATE



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

Ann Breeding



Member of the Iowa Land Title Association

By



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

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the following destrivet, sel esta		County, lows, to wit:	
A part of Section 8. To	wnBhip 78 North, Rang	e 24, West of the 5th F	P. H., 1
vacated City Place desci	ribed as follows: B	eginning 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 a	and Section 8 to the So	outh lin
of a vecated 66 foot sti & St. Louis Reliway right			
Vacated City Place; the			
Blook 2 to the point of			
and parallel to the East	t line of said Section	n 8; thence South, para	1101
to the East line of said			
is 1335 feet North and 2			
Section 8 (being also 10 2); thence West 10 feet			
Street in Vacated City F	Place, to the East 141	he of Southweat 16th St	rett
thence South along the b	Sast line of Southwest	t lith Street 7 60 feet	to the
South line of Wabash Str	rest; thence West alor	ng the South line of Wa	bash
Street, 5 feet; thence S			
781 feet; thende East, p feet to the point of beg	anning: all mow in an	id forming a part of the	e City
of Des Meines, Iowa, sub	leat to ensements and	nestrictions of mecori	d and
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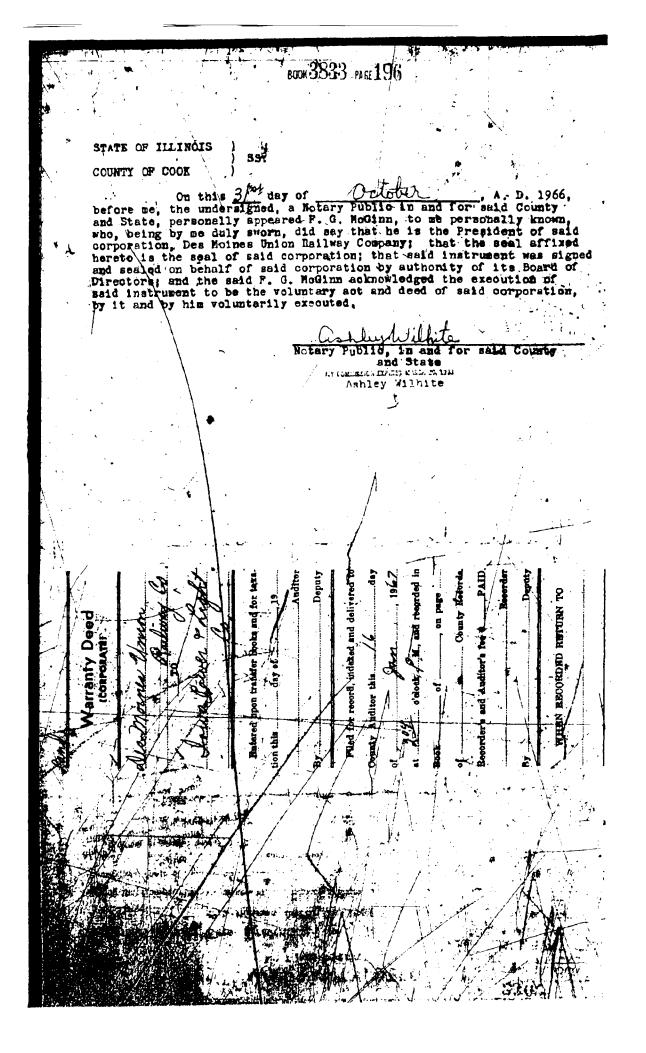
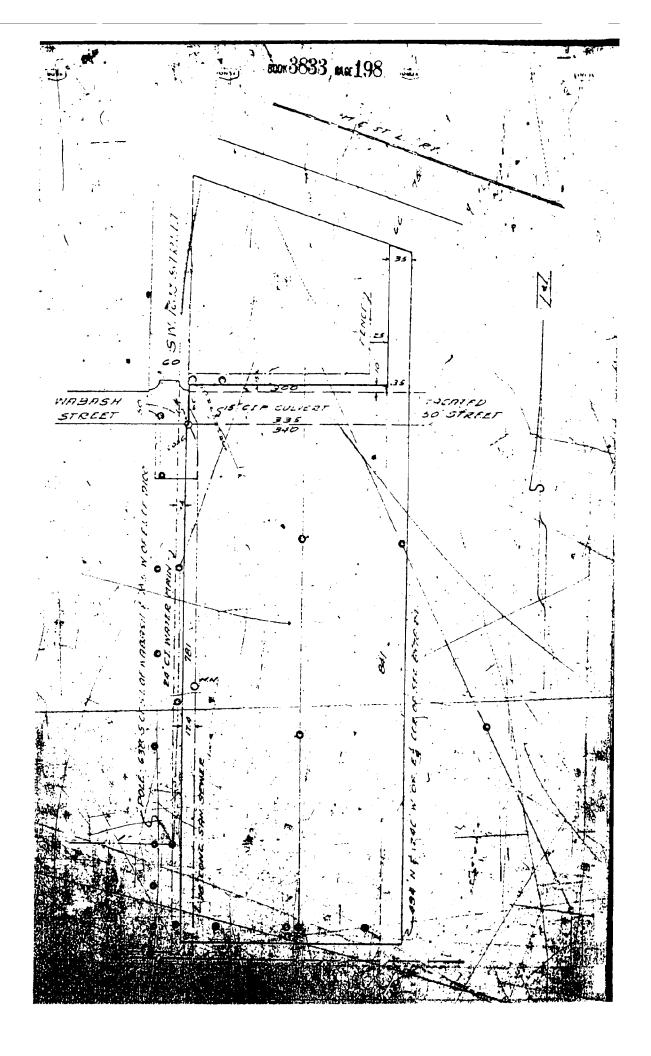


EXHIBIT "A" It is expressly agreed and understood that in the event Orantee, its successors on assigns, shell decide to sell sold prepises in the future, Grantor, its suchessors or. assigns, shall have the right of first refusal be repurchase this thoreaft it the sime price per some as paid by Grantee for this conveyance. 2 The Orintee, its successors or assigne, agrees with. Orenter its successors or esigns, that as a pirt of the donsider tion for this conveyance, Srintee.Will not lease, rent, sublease, or essign any cart of one primerty fithout the express written consent of Grintor. If the Grintee, its successors or issigns, or phyone holding or claiming by, through of under them, shall violate this condition, then this conveyince on 17 be null and wold nd li-the right, title, interest this estate in sold premises Shall immediately revert to and be wevested in the Or mtor, its successons or losigns, the it on Al be beized us of its former estate herein, as if thesa fire sents had never been executed, and may inmediately re-enter, repossess and hold seid previses of good art to in fee, simple. 2. Just Sole opnvey northe les autient to all existing burdens, restrictions and elements we shown on the rist .ttached hereto, 1:



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Notary Public

ARESENT KNOW ALL MEN. BY JEŻŻ For and in consideration of the sum of ht hand paid by the IOWA POWER AND LIGHT COMPANY, knowledged; the undersigned\_ Diso Oo. to bereby grant unto said IOWA POWER AND LIGHT COMPANY the right to construct operate an electrical supply line, and the poles and other becausely equippedent, apon. even when certain real estate described being, together with the Vight to anise aposithe and real sature for the purp of sometructing, maintaining or removing said line, and the vight to trim ar remove, with a such trees as muy interfere with the proper amintanance or opposition failings. And the Part of Lot 4, 8.P. of the North Balf (12) of the Morthmast (p wrtes (Mik) s U. S. Government. Lot 2, of Section 8, Township 76 Merthy Dage 24 Vest of the 5th P.H. Polk County, Iowa, described as follows: Genmancing at a point on the pre 1100 of the centerline of the present V. 16th Street, as now located, betw 812001 and Wabash Street, said point being 459.9 feet South of the South line of ah Street. thenks North along the production of the centerline of W. 16th Street 459.9 fort to the South ling of Wabash Street, thence West along the South line of Wabash Street 330 feet to the Mest line of the present 17th Street; thence Borth along the Most line of 17th Street 491.4 feet to a point where the production Northwesterly of the South line of Bailroad Street intersects the Vest line of 17th Street, whence Marthwesterly on the production of the South line of Railroad Street 38.03 feet, thence turning an interior angle 70 TAL AND continuing Southerly 100 feet to the point of a 4° and 42' surve to the right, said point of curve being 334.5 feet didingt West of the West lime of 17th Birest, thence Soutzeve on a 4° and 42' curve to the right 654.80 feet (actual arc), thence turning an interior angle 590491 from tangent of said curve and continuing last 829.55 feet to point of commencement, the last maned service intersecting the production South of the conterline of ligh street, at right angles, onld tract of land sententing if antens a inter inter as the Aputhonst contar of 19th & Wahash, situated in the County of Fulk, and State of Low of the above sumpt millions light of Way ). Manshore and associated dynamics to be loosted supremimitally 298 fort Seems a 35 foot and 45 foot West of the Berthesst Corner of the above desard bed p crops, denose or other property of the undersidered by the al of said line, and this suiteney, and his bisting and the tics and shall continue until opposition by matumal con DATED AT Des Noines, Bow 3. A . M. 11 14.0 -,

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EGHERMEN DEBAUDDN of the own ( Dod Dollar (#1.00) in Talutable considenation; and purchant to said Gall No. Whet with the date downall of the City of Des Wellies, 1965, Wher date of August 2, 1965, Des Maines Baien Ballway Company in Iowa corporation, hereby grants and convige unte the City of Des Moines, Iowa, an easement over the fories. ing despribed real estate, to wit:) Genmencing at a point on the West line of the East 735 Fest of Lot 6 of the Official Plust of the NWA of Section 9, Tewnship 78 North, Hange 24, West of the 5th P. M. that is 80 Feet from the Seath Line of the H. & 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 Mabash Street and the Bast line of SW A6th Spreet; thence North 50 Feet; thence Easterly 1250 Feet more or less to a point 50 Feet Morth 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 1965. DES MOINES UNION RAILWAY COMPANY Formenn P. G. MoGinn President m. 7. Aubbell Secretary M. P. Hubbell BOOK 3765 PAGE 181 the A Frank Providence #CONSTITUTE

BOOK 3761 PLGE 18:2 STATE OF IONA COUNTY OF POLK On this 8 day of 1966, before me, the undersigned, a Notary Public in and for said County and State, personally appeared M. P. 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 N. F. Hubbell soknowledged the execution of said instrument to be the voluntary act and deed of said corporation by it and by him voluntarily executed. Nota and for Polk ..b110 County, Iowa STATE OF ILLINOIS SS: COUNTY OF COOK On this 39 day of before me, the undersigned, a Notary Public in and for said County and State, personally appeared F. G. MoGinn, to me personally known, who, being by we duly sworn, did say that he is President of said corporation, Des Moines Union Bailway Company; that the seal affixed hereto is the seal of said corporation; that said instrument was signed and sealed on behall of said corporation by authority of its Board of Directors; and the said P. 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. Notary Public County, Illi MY COMMISSION EXPIRES MARCH 20. Donald R. Gerdom, City Clerk of the City of Des Meines, hereby certify that the within and foregoing Easement hereby faion Railway Company to the City of Des Moines, proved and accepted by the City Council of said by Resolution and Roll Call No. 1880, passed spril 1966, and this certificate is made pur-peontsigned in said Resolution. day of April 1966 CIEY CLERK OF the CLEY of Des Mollies, lows

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BOOK 3833 HALL 250 The undersigned acknowledges payment of One and no/100 -----hereunder, and it is agreed that if the balance of the stated consideration, & is paid the undersigned within \_\_\_\_\_\_ Jays from days bereal, this agreement shall become hinding upon all parties horeto, their beer, seccessors and assorts, but their forminate 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 forfaited to the graptor and both parties shall be released from all further obligation hereander. lows 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 second, until full consideration is paid. **Y**Lia 1 de ol\_ DATER AT . . 1966 DICO CORPORATION (Title) ACKNOWLEDGMENT STATE OF. COUNTY OF ... Xin Singa me known to be the personial who is for anal bagued in and whe exercised the forezoing instrument, and arknowledged that . CORPORATION ACKNOWLEDGMENT . STATE OF IOWA Pol AR A.D. 19\_66 30 Decem a before me, a Notary Public in P. N. De Luydt, ø ndiy uppear say that the ing by me dia ually knows à déat Died Corportition Stamment is the seal of said) (that no seal has been proctifed by said) (that the sealsatized to stid to a that said instrument was the per and selfed on behalf of the said corporation by authority icknowledged the execution of suff improment to be the voluntary act and de tid. WITTHESS my hand and soll the day and year last above written

FLODD CONTROL

BOOKS977 PAGE10

AUG 12

**GEON** ALL MEN BY THESE PRESENTS, THAT, DICD CORPORATION of Des Moines, Iows, of Pork County, Iowa, in consideration of the sum of DNE AND NOTION (\$1.00) DUMARS IN HAND. BAID BY THE City of Des Moines, Iowa and its assigns the perpetual and assignable easement in Rand to the lands for the purpose of entering the peon to construct, maintain repair, operate, patrol and replace a flood protection levec, including all applictenences thereto, and further including the right to clear, aut, fill, remove and dispose of any and all timber, trees, underbrush, building: improvements; and/or pther obstructions thereform.

### Seid land is described as follows:

A fifty (50) foot strip of ground, located in the north one-half (M2) of the Northeast Quarter (NE2) of Section Eight (8), Township Seventy-eight (70000000) Range Dienty-four (24) West of the Fifth (5) Principal Meridian, said strip of ground Sying south of and adjacent to the south Line of the Chicago and Northwestern Railroad right-of-way, as it is now laid out, slid strip of ground extending from the west line of "Lyons Addition", an Official Plat, to the southerly extending from the west line of Fleur Drive; also that part of the north-one-half (M2) of the Northeest Quarter (NE2) of Said Section Eight (8) that he similar the following described Line: Beginning at the intersection of the estern time of the southwesterly anofficial Plat, with the northern line of wacated Railroad Street: thence morthwesterly, along afstraight line, to a point op the southwesterly extended northwesterly along afstraight line, to a point op the southwesterly extended northwestern line of Fleur Prive, said point being fire [15] feet south of and normally distant from the center line of the southern most friet should be added to the eastern line of Fleur Drive, to the morthern line of set of the Chicago and Northwestern Railroad right-of-way located in the interstion of the eastern line of Fleur Drive, to the northern line of set of the Chicago and Northwester Railroad right-of-way located in the set of the chicago and Northwester Railroad right-of way located in the set of the chicago and Northwester Railroad right-of way located in the set of the chicago and Northwester Railroad right for morthern line of set of the Railroad Street; thence gesterly, along the northern line of wacated betraced Street to the point of beginning, except that part that lies norther word a line that is fifty (50) feet north of, normally distent from and iparalle to the northern line of said vecated Railroad Street, alid now included lin and torming a part of the city of Des Moines; Iowa.

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Des Hoines, Iowa, can grant the UNITED STATES OF AMERICA, and its contractors

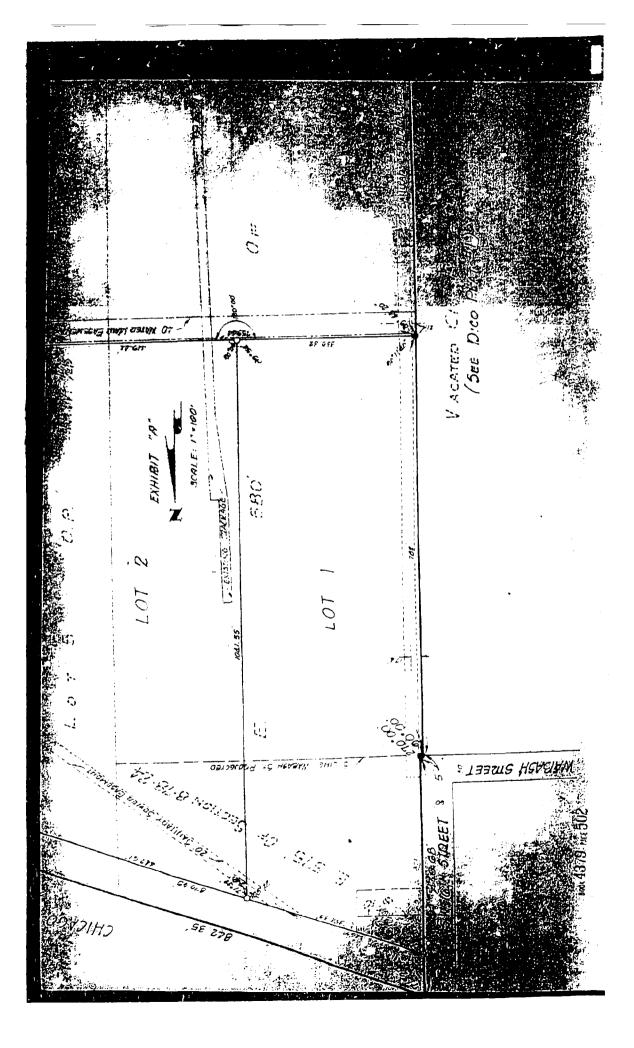
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to escrive upon the land hereitabove described for the purpose of shesproposed work or lany pars of the procosed work mithin the period of the grad which essignable right of onery shall be without listigion whatsoover hexcept any exercise or re-exercise of the right to be within the meriod of the grant Said cights, privileges and eacounts are conveyed subject to adireting month for public mode and highwyge public utilities, roliroade and high Dico Chronition does Horeby covening willing the And Moines, towa, that it holds taid promises by good and perfect title; that a good right and lawful authority to sell and convey the same; and the said does hereby covenant to watrant and defend title to the said provises against the lawful claims of all persons unbodsopted Signed this Tith day of May 19 6B DICO CORPORATION dent residen

BODK 3977 PAGE 156 STATE OF TOWA COUNTY OF POLK ) 17th May 19<u>. 68</u> before m On this Karen Baekus a Notary Public in and for Polk County, Iowa, personally appeared F. A. DePuydt John H. Strouf ta me personally known, who being by me duly sworn did say that they are respectively the President Vice President and said affixed to said and that the seaf Dico Corporation Instrument is the seal of said Dico Corporation and that said instrument was signed and sealed in behalf of said Dico Comortion by authority of its Board of Directors President Vice President and foid and racknowledged the execution of said instrument to be the voluntary act and deed of said coporation by it voluntarily executed. Notary Public in and for Polk County 3. Karen Backus Gerdom, City Olerk of the City of Des Moines, Iowa do hereby Dona the within and foregoing Flood Control Easement Deed from Olco to the City of Des Moines, Jowa was duly approved and accepted cert P6 Ht. Corodit Council of said City of Des Hoines by Resolution and Roll (1) , passed on the 12th day of August 19 68 3809 ŧγ No is made purscant to authority contained in said Resolution this 12th August day of 68 Des Moines, Iowa ald H. Gerdom. City Clerk of the City of 

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STATE OF EDWA. Ball OF the sed closed of seid corporation.	the City of Des Moines that we hold said premises by good ar nd lawful authority to make the conveyance herein made ar mises against the lawful claims of all persons claiming b hereunto affixed our hands this 29th day of <u>November</u> <u>lowa Power &amp; Light Co.</u> <u>by:</u> <u>by:</u> <u>by:</u> <u>by:</u> <u>cow President</u> <u>cow The traat prect or more the undersigned, a Notary Fut</u> rety appeared <u>D. H. Stanson</u> and <u>Socretary</u> the withis and foregoing instrument to which this is attached, the orporation; that soid instrument wes signed (and sealed) on behelf Director; and that the soid <u>Da. H. Stanson</u> such officers echnowledged the execution of said instrument to be the by ir and by them voluntarily executed.

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KNOW ALL MEN BY THESE PRI	SENTS:
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called "Grantor") in consideration of th	
Seven Thousand Five Hundred and OK	<u>2100</u> Dollar (\$ <u>7,500.00</u> ) to be final approval and acceptance of this Easement by the Des
	ivey unto the CITY OF DES MOINES, IOWA, a
municipal corporation, (hereinafter cal	lled "City"), a perpetual Easement for Sanitary Sewer
	d across the following described real estate:
See Attached Exhibit "B".	
	or the purposes of the City constructing, reconstructing, sanitary sewer, together with necessary appurtenances
thereto, under, over, through, and acro	
	following terms and conditions:
This Easement shall be subject to the f	tortowing terms and conditions.
-	RES PROHIBITED. Grantor shall not erect any structure
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1. ERECTION OF STRUCTUD over or within the Easement A Engineer. The installation, ere facilities within the Easement A	RES PROHIBITED. Grantor shall not erect any structure rea without obtaining the prior written approval of the City ction or relocation of poles for electrical transmission Area by the Grantor will not be restricted, except Grantor ver a sanitary sewer line without obtaining prior written
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<ol> <li>ERECTION OF STRUCTUI over or within the Easement A Engineer. The installation, ere facilities within the Easement a shall not place poles directly of approval of the City Engineer.</li> <li>CHANGE OF GRADE PRO or contour of any part of the Ei the City Engineer.</li> <li>RIGHT OF ACCESS. City s</li> </ol>	RES PROHIBITED. Grantor shall not erect any structure rea without obtaining the prior written approval of the City ction or relocation of poles for electrical transmission Area by the Grantor will not be restricted, except Grantor ver a sanitary sewer line without obtaining prior written HIBITED. Grantor shall not change the grade, elevation asement Area without obtaining the prior written consent of shall have the right of access to the Easement Area and have
<ol> <li>ERECTION OF STRUCTUI over or within the Easement A Engineer. The installation, ere facilities within the Easement a shall not place poles directly or approval of the City Engineer.</li> <li>CHANGE OF GRADE PRO or contour of any part of the Ei the City Engineer.</li> <li>RIGHT OF ACCESS. City a all rights of ingress and egress Easement Area as herein descr</li> </ol>	RES PROHIBITED. Grantor shall not erect any structure rea without obtaining the prior written approval of the City cition or relocation of poles for electrical transmission Area by the Grantor will not be restricted, except Grantor ver a sanitary sewer line without obtaining prior written HIBITED. Grantor shall not change the grade, elevation assement Area without obtaining the prior written consent of hall have the right of access to the Easternet Area and have reasonably necessary for the use and enjoyment of the ibed including, but not limited to, the right to remove any
<ol> <li>ERECTION OF STRUCTUI over or within the Easement A Engineer. The installation, ere facilities within the Easement a shall not place poles directly or approval of the City Engineer.</li> <li>CHANGE OF GRADE PRO or contour of any part of the Ea the City Engineer.</li> <li>RIGHT OF ACCESS. City a all rights of ingress and egress Easement Area as herein descr unauthorized obstructions or st</li> </ol>	RES PROHIBITED. Grantor shall not erect any structure rea without obtaining the prior written approval of the City ction or relocation of poles for electrical transmission Area by the Grantor will not be restricted, except Grantor ver a sanitary sewer line without obtaining prior written HIBITED. Grantor shall not change the grade, elevation assement Area without obtaining the prior written consent of hall have the right of access to the Easement Area and have reasonably necessary for the use and enjoyment of the ibed including, but not limited to, the right to remove any tructures placed or erected on the Easement Area. The
<ol> <li>ERECTION OF STRUCTUI over or within the Easement A Engineer. The installation, ere facilities within the Easement a shall not place poles directly of approval of the City Engineer.</li> <li>CHANGE OF GRADE PRO or contour of any part of the East the City Engineer.</li> <li>RIGHT OF ACCESS. City is all rights of ingress and egress Easement Area as herein deacr unauthonized obstructions or si right to remove any unauthoriz</li> </ol>	RES PROHIBITED. Grantor shall not erect any structure rea without obtaining the prior written approval of the City cition or relocation of poles for electrical transmission Area by the Grantor will not be restricted, except Grantor ver a sanitary sewer line without obtaining prior written HIBITED. Grantor shall not change the grade, elevation assement Area without obtaining the prior written consent of hall have the right of access to the Easternet Area and have reasonably necessary for the use and enjoyment of the ibed including, but not limited to, the right to remove any
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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 interesta 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.

> MIDAMERICAN ENERGY COMPANY 5/k/s lows Power & Light Company

a Chrom Βv Title Vice President-Engineering and Operations Support

Attest By

5.

Title Vice President & Corporate Secretary

STATE OF \_\_\_\_\_ 1 88 COUNTY OF \_\_\_\_\_SCOTT\_

On this <u>listh</u> day of <u>July</u>. <u>1997</u>, before me, the undersigned, a Notary Public in and for the State of <u>lowa</u>, personally appeared <u>Jgases Averues</u> and <u>Paul J. Leighton</u>, to me personally known, who, being by me duly swom, did say that they are the <u>Vice Freetdent</u> and <u>Corporate Secretary</u>, respectively, of the corporation executing the foregoing instrument; that (no scal has been procured by). (the semialfixed thoretoxis.thoseolofg the corporation; that the instrument was signed <u>familential</u> and <u>Paul J. Leighton</u> acknowledge 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 voluntary executed.

CAROLYN & TUBE

Caraly & Juddo Notary Public - State of 1044

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. 27 - 3037, passed on the 24 day of 24 approved and certificate is made pursuant to authority contained in said Resolutionary even.

÷. Donna Boerel-Bater, CMCIAAE City Clerk of the City of Des Moines, Iowa

بالبد الديدة فحجاها الهروي العد

BK7721PG961

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•. •	
	EXHIDIT "B"
	Des Moines, Iowa Polk County, Iowa
	Owners: MidAmerican Energy Company
	A perpetual casement
	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, lows.
	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 cast 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.
	- · · · · · · · · · · · · · · · · · · ·
	BK 7 7 2 1 PG 9 6 2

•			Uate 4-24-2000
10	AFTER RECORDING RETURN TO:	<b>-</b>	Agenda Itam <u>33</u>
1/1	Right-of-Way Section Engineering Department	FILED FOR RECORD POLK COUNTY, IOWA	Roll Call # 00-1185
<b>,</b> .	City of Des Moines 400 E. First Street Des Moines, 1A 50309-1891	00 AUG 23 P 1: 15.8	INST#013690
		TIMOTHY J. BRIEN Recorder	RECORDING FEE
	Deserved Day BOWLESS From Days Circ	- 670 14-1 (616) 000 (6()	

Propered 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 Dk/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 3.29 feet; thence South 89°43'35'' West, a distance of 3.29 feet; thence South 89°43'35'' West, a distance of 3.29 feet; thence South 80°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.

day of August Signed this 2000. MOINES, JOWA ATTEST: OF DE CITY 0 m Preston A. Daniels, Mayor Donna Boetel-Baker, CMC City Clerk BK8572PG629

### STATE OF IOWA ) ) ss COUNTY OF POLK )

BE IT REMEMBERED, on this  $\frac{15^{\prime}}{1000}$  day of  $\frac{1000}{1000}$  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, lowa; 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 - 1/85 passed and approved by the City Council on the 2474 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.



in

Notary Public/in the State of Iowa

BK8572PG630

	AFTER RECORDING RETUR Right-of-Way Section Engineering Department City of Des Moines 400 E. First Street Des Moines, 1A 50309-1891	THILED FOR RECORD TPOLK COUNTY, IOWA OD SEP 28 A 9: 55.1 TIMCTHY J. BRIEN RECORDER	Usite <u><u><u>4</u>-24-00</u> Agenda Item <u><u>3</u>3 INST # <u>023109</u> RECORDING FEE <u><u>11.00</u></u></u></u>
MidAme	Prepared By: ROW Sec. Engr. Martin Luther King, Jr. Parkway RECORDING RETURN TO erican Energy	-	AUDITOR FEE 283-4561 Activity ID #28-1998-006
P. O. Des Ma	Right of Way Servic Box 657 Dines, IA 50303-065 31-2202 The City of Des Moines, of	RELEASE OF EASE	EMENT Towa, a Municipal corporation organized
TH6	and existing under the lay Sanitary Sewer Right-of-	ws of Iowa, coes hereby as Way bearing the date of . Inpany f/k/a Iowa Power &	cknowledge that a certain Easement for July 16, 1997, made and executed by Light Company, and over the following

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 North 52°27'50" 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 3.29 feet; thence North 00°06'30" West, a distance of 3.29 feet; thence North 00°06'30" West, a distance of 3.29 feet; thence North 00°06'30" East, 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 52°27'50" West, a distance of 3.29 feet; thence South 80°43'35" West, a distance of 266.79 feet, to the west line of said Lot 1; thence North 52°27'50" West, a distance of 3.29 feet; thence South 80°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 266.79 feet, to the 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 thi 2000. OINES, IOWA F DE CAAF Preston A. Daniels, Mayor BK 8600 PG 093

STATE OF IOWA ) ) SS COUNTY OF POLK )

BE IT REMEMBERED, on this  $\frac{197}{2}$  day of  $3u \times e$ , 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. 100-1005 passed and approved by the City Council on the 241 day of 100-1005 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.

~ ublic in the State of lowa

-A*	MELISSA OLSON MY COMMISSION EXPIRES

9K8600PG094

	Martin Luther King, Jr. Parkway (CBD Loop Storm Sewer Outfal/Pump Station (CP030)	W.D. #0228-98-006 Parcel 37 - 1410 Market Street		
	Prepared by: ROW Sec., Engr. Dept., City of Des Moines (515) 283-4561		AUDITOR FEE	-
	Des Molnes, lowa 50309-1891	THOTHY BRIEN	RECORDING FEE 2100	~
- γ	City Hall 400 East First Street	DD AUG 23 P 1: 16.5	INST#013687	-
d'n	Engineering Department City of Des Moines		Roll Call #00-118.	510
100	AFTER RECORDING RETURN 1 Right-of-Way Section	FILED FOR RECORD POLY, COUNTY, IOWA	Agenda Item33	
· · ·	-		Date 4-24-00	I

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

### KNOW ALL MEN BY THESE PRESENTS:

That lows 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 Sanltary 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.
- 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.

ROWDB:PES/Sc1/2

BK8572PG616

December 23, 1998 : Page 1

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 18 99

IOWA POWER & LIGHT COMPANY N/K/A MIDAMERICAN ENERGY COMPANY Jack L Alexander Vice President ghton Secretary

STATE OF

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 (swom 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 , respectively, of said 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 acknowledged the execution of said said Vice President and Secretary instrument to be the voluntary act and deed of said (corporation or association) by it voluntarily executed.

) ) ss.

KENNETH E. SCHWARZ MY COMMISSION EXPIRES G-E-Y-FF

ZL 8 Notary Public in the State of 58 4-Z My Commission expires:

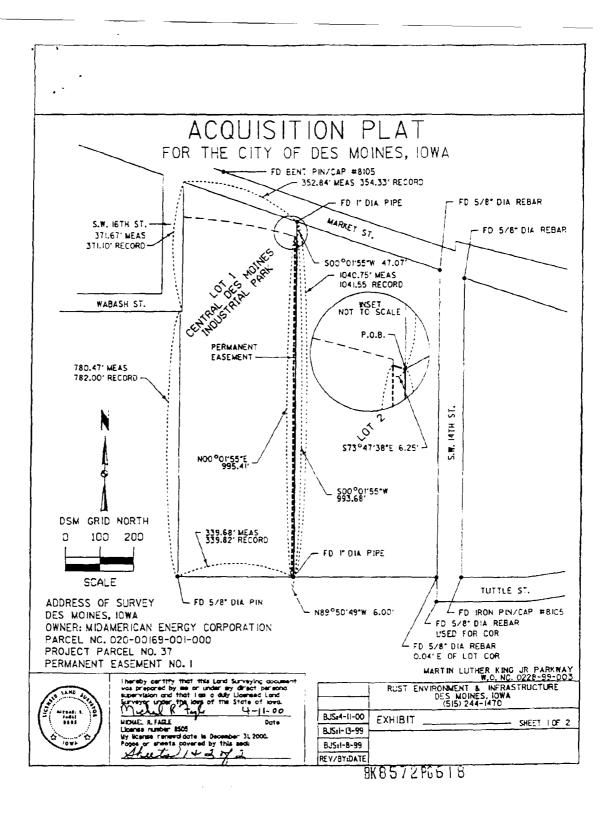
I, Donna V. Boetel-Baker, City Clerk of the City of Des Moines, Iowa, do hereby certify that the within and foregoing Easement was duly approved and accepted by the City Council of said City of Des Moines, by Resolution and Roll Call No. 2000, passed on the 24Th day of a public said Call No. 2000, and this certificate is made pursuant to authority contained in said Resolution.

and this certificate is made purculant to authority contained in said Resolution. Ň a t 2000 Signed this \_ day of oma Donna V. Boetel-Baker, CMC/AAE City Clerk of the City of Des Molnes,

ROWDB:PES/Se1/2

December 23, 1998 : Page 2

BK8572PG617



	I					
	ACQUISITION PLAT					
FOR THE CITY OF DES MOINES, IOWA						
LEGAL DESCRIPTION: PERMANENT EASEMENT						
ALL THAT PART OF LOT I 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 TC 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 TC 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 SOUARE FEET.	1					
ADDRESS OF SURVEY	MARTIN LUTHER KING JR PARKWA. W.O. NO. 0228-99-003 RUST ENVIRONMENT & INFRASTRUCTURE					
DES MOINES, IOWA OWNER: MIDAMERICAN ENERGY CORPORATION	CS1 ENVIRONMENT & INFRASTRUCTURE DES MOINES, 10WA (515) 244-1470					
PARCEL NO. 020-001-000 PROJECT PARCEL NO. 37	EXHIBIT SHEET 2 OF 2					
PERMANENT EASEMENT NO. 1	BJS+1-8-99 REY/BY:DATE					
	A second s					

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BK8572PG619

	Martin Luther King In Packway (CBD Loop)	(CBD 1000)		W () #0228-98-006	
XA	Prepared by: ROW Sec., Engr. Dept., City of DEE DORDE (\$15) 283-4561		RECORDING FEE		
	Des Moines, Iowa 50309-1891	TIMOTHY J. BRIEN	INST #		
	400 East First Street	00 AUG 23 P 1: 16.6		013688	
	City of Des Moines City Hall	POLK COUNTY, IOWA	Soll Call #	00-1185	
	AFTER RECORDING RETURN TO:	FILED FOR RECORD OLK COUNTY, IOWA	Agenda Item .	<u>-24-00</u> <u>33</u>	

Storm, Sewer Outfall/Pump Station (CP030)

W.O. #0225-98-006 Parce: 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 lowa 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 Das 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 access 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:

- 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.
- 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.
- 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.

ROWDS:PES/Sc1/2

ADY 07, 2000 - Page 1 RK 8 5 7 2 PG 6 2 0 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.

Zina Signed this 18 day of May

MIDAMERICAN ENERGY COMPANY F/K/A IOWA POWER'S LIGHT COMPANY John A. Rasmussen VP & General, Counsel Śr. ۷ Paul J. Leighto Secretary

STATE OF IOWA COUNTY OF POLK

On this 18 day of 12 day o 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 itustees) and the said and SR. Vice Reservent & See ACTTRAN acknowledged the execution of said instrument to be the voluntary act and deed of said (corporation or association) by it voluntarily executed.

) 85.

*	NENNETH E. SCHWARZ MY COLANISSION EXPIRES	Notary My Co

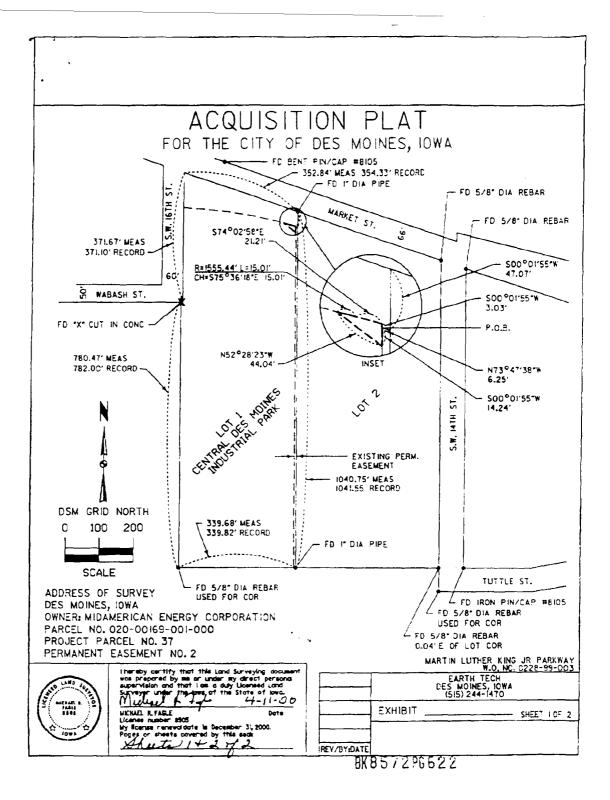
Public in the State of Iowa

I, Donna V. Boetel-Baker, City Clerk of the City of Des Moines, Iowa, do hereby certify that the within and this certificate is made pursuant to authority contained in said Resolution.

Signed this \_\_\_\_\_\_ day of \_\_\_\_\_\_ 2000 Del / one Donna V. Boetel-Baker, CMC/AAE City Clerk of the City of Des Moines 0

RO'A'DB:PES/Sc1/2

April 07, 2000 : Page 2 BK 8572PG621



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ACQUIST	TION PLAT
FOR THE CITY O	DF DES MOIN <b>ES, IOW</b> A
LEGAL DESCRIPTION: PERMANENT EASEMENT	T NC. 2
ALL THAT PART OF LOT 1 IN CENTRAL DES PLAT, ALL NOW INCLUDED IN AND FORMING POLK COUNTY, IOWA, MORE PARTICULARLY D	A PART OF THE CITY OF DES MOINES,
COMMENCING AT THE NORTHEAST CORNER O (DEGREES) 01' (MINUTES) 55" (SECONDS) WEST OF THIS DESCRIPTION) ON THE EAST LINE ( FEET; THENCE NORTH 73°47'38" WEST A DIS BEGINNING OF THE PARCEL HEREIN DESCRIE DISTANCE OF 14.24 FEET; THENCE NORTH 52 FEET; THENCE SOUTHEASTERLY ON A 1,555. SOUTHWESTERLY AND HAVING A 15.0"-FOOT EAST A DISTANCE OF 15.01 FEET (ARC LENG DISTANCE OF 21.21 FEET; THENCE SOUTH OO TO THE POINT OF BEGINNING.	(ASSUMED BEARING FOR THE PURPOSE OF SAID LOT I A DISTANCE OF 47.07 STANCE OF 6.25,FEET TO THE POINT OF 3ED; THENCE SOUTH 00°01'55" WEST A 2°28'23" WEST A DISTANCE OF 44.04 44-FOOT RADIUS CURVE CONCAVE LONG CHORD BEARING SOUTH 75°36'18" GTH): THENCE SOUTH 74°02'58" EAST A
BY SURVEY CONTAINING 306 SQUARE FEET.	
DRESS OF SURVEY	NARTIN LUTHER KING JR PARKWA N.O. NO. 0228-99-00
S MOINES, IOWA NER: MIDAMERICAN ENERGY CORPORATION	EARTH TECH DES MOINES, IOWA (515) 244-1470
RCEL NO. 020-00169-001-000 OJECT PARCEL NO. 37	EXHIBIT SHEET 2 OF
RMANENT EASEMENT NO. 2	REV/BY:DATE

FILED FOR RECORD POLK COUNTY, IOWA	INST# 097285
00 JUN 21 A 11: 56.7	RECORDING FEE
TIMOTHY J. BRIEN Recorder	

PREPARER INFORMATION:	Real Etale Div. Eng. Digt. City of Des maines	400 E lat at	Por Miter	(515) 283-487	96
	Individual's Name	Street Address	City	Phone	-
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ADDRESS TAX STATEMENT:	C.t. A DSM	400 EAF St	Dec Maluer	50309	

		RAG ALCONT	
Name	Street Address	City	Zhp Code

**RETURN TO:** 

1

Real Estate División Engincering Dept. City of Des Maines City Hall 4.00 E. First St. Des Moines, Iava 50309-1891

TIMOTHY J. BRIEN POLK COUNTY RECORDER 111 COURT AVENUE RM #250

# DES MOINES, IA 50309-2251

BK8523PG776

TER RECORDING RETURN TO: I Estate Division neuring Department of Des Moines noy Hall 400 East First Street Des Moines, Joiva 50309-1891

-24-00 Agenda Item Roll Call #

Prepared by Real EstateOiv., Engr. Dept., City of Des Moines (515) 283-4561

#### OFTER TO PURCHASE REAL ESTATE AND ACCEPTANCE

Des Moines, Iowa

April 6, 2000

## TO: Middmerican Energy Company f/k/a Iowa Power & Light Company (hereinafter the "Safer")

The Jity 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 16<sup>th</sup> Street, Des Moines, Iowa, and legally described as follows:

#### See attached Exhibit "A"

hereinafter referred to as the "Property", together with any casements 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. <u>DEED</u>.

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

FtOffer to Purchase 20000408

05/19/00 . Page 1 BK 8 5 2 3 PG 7 7 7 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, builtin 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 OUO 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

F:\Offer to Purchase 20000406

05/16/00 . Page 2 BK 8 5 2 3 PG 7 7 8 which were incurred prior to the closing date or during the term of the rental agreement, if applicable.

#### 9. <u>TAXES</u>.

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-rate 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-rate 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

Et/Offer to Purchase 20000406

05/16/00 : Page 3 BK 8 5 2 3 PG 7 7 9

- 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

F:\Offer to Purchase 20000406

BK 8 5 2 3 Ptr 7 8 0



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 <u>et. seq.</u>, 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, penaltics, 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

F::Offer to Purchase 20000406

05/16/00. Page 5 BK 8 5 2 3 PG 7 8 1 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. <u>RELOCATION ASSISTANCE SEPARATE.</u>

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. <u>PURPOSE OF ACOUISITION / EXERCISE OF THE POWER OF EMINENT</u> 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.

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BK 8 5 2 3 P 7 8 Page 6

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 \_\_\_\_ DAY OF

BY: ma Judy Rains, Real Estate Coordinator

for the City of Des Moines, Iowa

SELLER: ACCEPTED BY THE SELLER ON THE 18 TO DAY OF May 2000 :

MIDAMERICAN ENERGY COMPANY f/k/a Lowa, Power & Light Company ohn 🛦. Rasmussen & General Counsel P. J. Highton Secretary

STATE OF \_\_\_\_\_\_) SS COUNTY OF \_\_\_\_\_\_)

On this <u>18</u><sup>K</sup> day of <u>Moy</u> 20.00, before me, the undersigned, a Notary Public in and for the State of <u>Iowa</u> 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. Rasmussenand 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 NY COMMISSION EXPIRES 6-24-02

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πE Notary Public - State of I es un u

05/16/00 : Page 7 BK 8 5 2 3 PG 7 8 3



My Commission Expires:

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05/16/00 : Page 8 BK 8 5 2 3 PG 7 8 4

88822356184

BUYER: APPROVED AND ACCEPTED BY THE CITY OF DES MOINES ON THE 24TA Aprel DAY OF \_\_\_\_ , 20<u>00</u>. Attest: 🖌 By Donna Boetel-Baker, CMC/AAE Preston A. Daniels, Mayor City Clerk

APPROVED AS TO FORM:

02 Cha Chafa, Assistant City Attorney

STATE OF IOWA

COUNTY OF POLK

On this <u>If</u> day of <u>Sune</u>, 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 that 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.

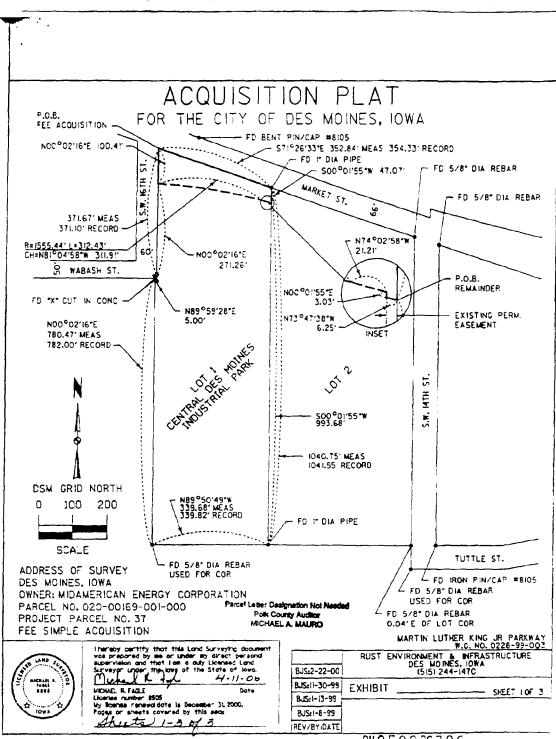
A

Notary Public in and for the State of Iowa My Commission expires: <u>10-25-02</u>

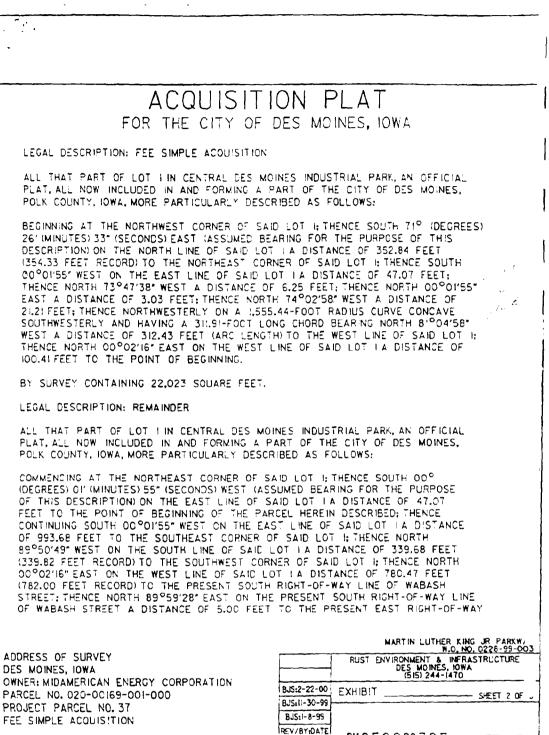
MELISSA OLSON

Ft\Offer to Purchase 20000406

05/16/00 : Page 9 BK 8 5 2 3 PG 7 8 5



BK8523PG786



<u>8K852396787</u>

. -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 & 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 & DISTANCE OF 3.03 FEET; THENCE SOUTH 73°47'38' EAST & DISTANCE OF 6.25 FEET TO THE POINT OF BEGINNING. BY SURVEY CONTAINING 348,776 SOUARE FEET, OR 8.01 ACRES. MARTIN LUTHER KING JR PARKWAY W.O. NO. 0228-99-003 RUST ENVIRONMENT & INFRASTRUCTURE DES MOIMES, IOWA (515) 244-1470 ADDRESS OF SURVEY DES MOINES, IOWA OWNER: MIDAMERICAN ENERGY CORPORATION BJS12-22-00 EXHIBIT \_ PARCEL NO. 020-00169-001-000 SHEET 3 OF 3 BJS111-30-99 PROJECT PARCEL NC. 37 8.511-8-95 FEE SIMPLE ACQUISITION REV/BY:DATE BK8523PG788

AFTER RECORDING RETURN TO.		Date <u>V-24-00</u>
Real Estate Division Engineering Dept	FILED FOR RECORD FOLK COUNTY, IOWA	Agenda Item 31 31 Roll Call # CO -//85
City Hall 400 East First Street	00 AUG 23 P 1: 16.7	
Des Maines, Iowa 50309-1591	TIMOTHY J. BRIEN Recorder	INST #013689 RECORDING FEE2600
Prepared by: Real Estate Div., Engr. D Send Tax Statements Tax Real F	ept., City of Des Mornes, (515) 283-45 state Dis, Epsineering Deni, City at (	

Moines. 1.4 50309-1891

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

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W.O. #0228-98-006 Purcel #37A - 101 SW 16<sup>th</sup> Street

Entered upon transfer books and to tection this 21 any al AuA 2000 . Wy tes 5 5 - catecher by recorder. MICHAEL A MAURO Acceler

### 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 I/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:

#### See attached Exhibit "A"

Locally known as: 101 SW 16<sup>th</sup> 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 <u>May 18</u>, 200<u>0</u>, and filed for record in Book <u>8523</u>, Page <u>776</u>, 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

8-24-00

IN WITNESS WHEREOF said corporation has caused this instrument to be duly executed this 7 day of  $3 \omega (\gamma)$ , 2000.

f/k/a Iowa Power & Light Company Jack L. Alexander Vice President

MIDAMERICAN ENERGY COMPANY

P. J. Leighton

Secretary

STATE OF Iowa ) SS Poir COUNTY OF \_\_\_\_

On this <u>1</u> day of <u>1</u> <u>1</u> <u>1</u> <u>200</u> before me, the undersigned, a Notary Public in and for the State of <u>2</u> <u>200</u>, 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 effixed 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.

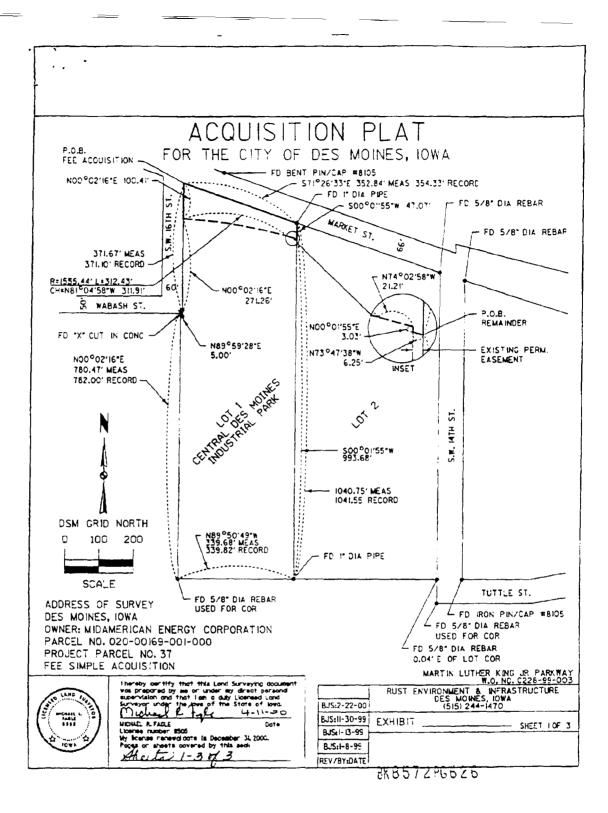


\$ Notary Public - State of Low 6-24-02 My Commission Expires:

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 24<sup>th</sup> day of April, 2000, and this certificate is made pursuant to authority contained in said Resolution.

TI Ca Donna V. Boetel-Baker, CMC/AAE City Clerk of the City of Des. 8-1-0

BK8572PG625



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### ACQUISITION PLAT FOR THE CITY OF DES MOINES, IOWA

LEGAL DESCRIPTION; FEE SIMPLE ACQUISITION

ALL THAT PART OF LOT I 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 10C.41 FEET TO THE POINT OF BEGINNING.

BY SURVEY CONTAINING 22,023 SOUARE FEET.

LEGAL DESCRIPTION: REMAINDER

ALL THAT PART OF LOT I 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 I; THENCE SOUTH OO° (DEGREES) OF (MINUTES) 55" (SECONDS) WEST (ASSUMED BEARING FOR THE PURPOSE OF THIS DESCRIPTION) ON THE EAST LINE OF SAID LOT I A DISTANCE OF 47.07 FEET TO THE POINT OF BEGINNING OF THE PARCEL HEREIN DESCRIBED; THENCE CONTINUING SOUTH OO°OF55" WEST ON THE EAST LINE OF SAID LOT I A DISTANCE OF 993.68 FEET TO THE SOUTHEAST CORNER OF SAID LOT I; THENCE NORTH 89°50'49" WEST ON THE SOUTH LINE OF SAID LOT I A DISTANCE OF 339.68 FEET (339.82 FEET RECORD) TO THE SOUTH WEST CORNER OF SAID LOT I; THENCE NORTH 00°02'16" EAST ON THE WEST LINE OF SAID LOT I 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 PARKWA W.O. NO. 0228-95-003
ADDRESS OF SURVEY DES MCINES, IOWA	RUST ENVIRONMENT & INFRASTRUCTURE DES MOINES, IOWA (515) 244-1470
OWNER: MIDAMERICAN ENERGY CORPORATION PARCEL NO. 020-00169-001-000	BJ5:2-22-00 EXHIBIT SHEET 2 OF 3
PROJECT PARCEL NO. 37	BJS:II-30-99
FEE SIMPLE ACQUISITION	REV/BY:DATE

9K857296627

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	ION PLAT
	DES MOINES, IOWA
LINE OF S.W. IGTH STREET; THENCE NORTH CO RIGHT-OF-WAY LINE OF S.W. IGTH STREET A SOUTHEASTERLY ON A 1,555.44-FOOT RADIUS HAVING A 311.91-FOOT LONG CHORE BEARING 312.43 FEET (ARC LENGTH); THENCE SOUTH 74 FEET; THENCE SOUTH OO°O1'55" WEST A DIST 73°47'38" EAST A DISTANCE OF 6.25 FEET	DISTANCE OF 271.26 FEET: THENCE CURVE CONCAVE SOUTHWESTERLY AND SOUTH 81°04'58" EAST A DISTANCE OF 4°C2'58" EAST A DISTANCE OF 21.21 ANCE OF 3.03 FEET: THENCE SOUTH
BY SURVEY CONTAINING 348.776 SQUARE FEE	ET. OR 8.01 ACRES.
	MARTIN LUTHER KING JR PARKWAY W.O. NC. 0228-99-003
ADDRESS OF SURVEY DES MOINES, IOWA	RUST ENVIRONMENT & INFRASTRUCTURE DES MOINES, IONA (515) 244-1470
OWNER: MIDAMERICAN ENERGY CORPORATION PARCEL NO. 020-00169-001-000	BJS-2-22-00 EXHIBIT SHEET 3 OF 3
PROJECT PARCEL NO. 37 FEE SIMPLE ACOUISITION	BJSt 1-8-99 IREV / RY-DATE

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BK8572PG628

IOWA POWER AND LIGHT COMPANY INST. NO. 045557 POLK COUNTY, IOWA 9:51 FILED FOR RECORD 5

SECRETARY'S CERTIFICATE

STATE OF IOWA ÷ 55 POLK COUNTY ;

10 \$

K D Hanje hereby certify that I am Secretary of lowa Power and Light Company, an Iowa corporation having its principal place of business in Des Moines, towa therein 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.

Florther decay that at a meeting of the shareholder of the Corporation help 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 tilly accepted by aftirmative vote of all of the issued and outstanding stock entitled to vote Liefeon

RESOLVED that the Articles of Incorporation of Iowa Power and Light Compary 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

fine name of the corporation is IOWA POWER INC."

The foregoing resolution and amendment is presently in full force and effect and that 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 bereupon set the seal of the Corporation this day of data into 1990. day of Jer Jary 1990

к. D. Напје

They to and the me Notary Public in and for the State of Iowa

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AT MAR 0 8 1990 A.M.

TIMOTHY J. BRIEN, Recorder

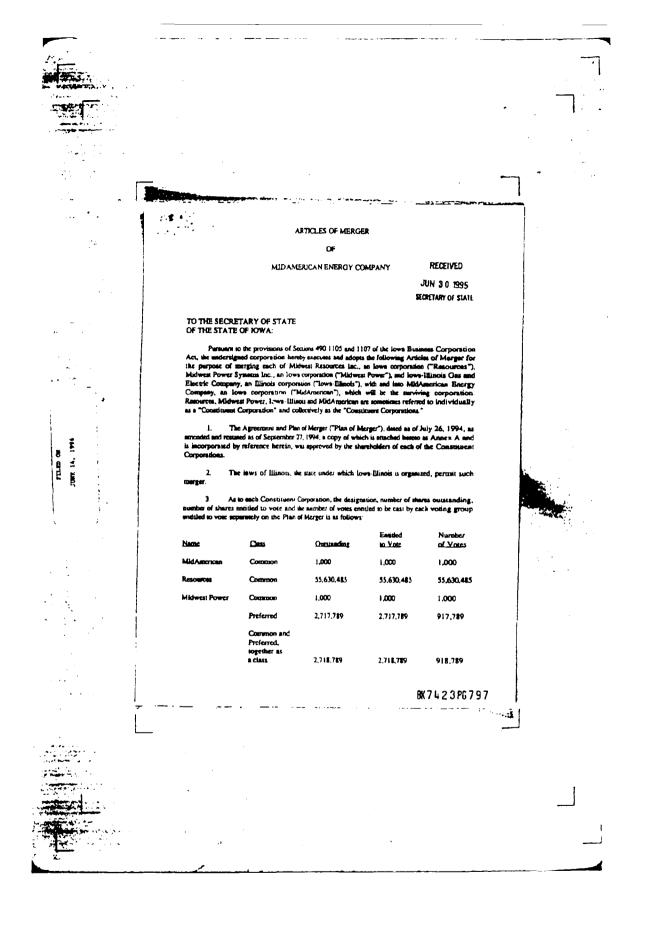
By J. Fuertans Deputy

Subscribed and sworril to before melby K. D. Hartje this 26 Th day of January 1990

. JA. Aulan =N 1-140 ETVAN TO. 666 GAND AVE. BOX SOFF DS#1 50306-F244 ARTICLE. OF LODGLCHOS 6203 NA (1)ARTICLES OF MERGER LOB COPY (L) OF. THE OF RECORDENS - MIDWEY FOWTR SOSTEMS INC. (an loss conversion) and 054683 10WZ POWER INC. INST # \_ RECORDING FEE \_\_\_\_\_ 85\* (an lowa cognitation) AUDITOR FEE \_ and IOWA PUBLIC SERVICE COMPANIE (an lowa corporation) To the Scoretary of State of the State of Jawa: Furnitums in the provisions of 490 1105 of the lowa Business Comparation Act, the conference of comparations hereby essential adopted the Anticles of Merger on July 22, 1992, for the party of merging each of lowa Power Inc. and Iowa Public Service Company of the act where on process Systems Inc., the Surviving Corporation. Analted is page A-9 to be filed with the Annex A anatherist in the Annex of Mergins also as insovenently omitted for the original filing MIDWEST POWER SYSTEMS INC Paul J Leigtain Suntar, IOWA POWLR INC. By: Paul J Logison, Sa TOWA PUBLIC SERVET, COMPANY Prod J. Let, New, Sections Dy: 708 

1922 . jile." . . FILED FOR RECORD IDWEST POWER SYSTEMS INC. ACT STREET DA SECRETARY'S CERTIFICATE 93 FEB-1 P 1: 15.8 TIMOTHY J. BRIEN RECORDER AUDITOR FEE 058724 いいますが、インド Ighton, hereby certify that I am Secretary of Midwest Power Systems Inc., on hereby certify that I am Secretary of Midwest Power Systems Inc., on hereby a principal place of business in Des Moines, Iowa (herein the one Corporation having its principal place of business in Des Monas, lows (neven me porations); that I am duly appointed to such office in accordance with the Corporation's dis of incorporation, as amended, and Bytews and that as Secretary I am the keeper of abords 8/ and Corporation Producting the minute book. The subsect of the shareholders of each well further, certify that on April 15, 1982 at a meeting of the shareholders of each well Power, Systems Inc.; lows Power Inc. and Iowa Public Service Company, held as infid by They appoint to the appoint of the shareholders of each well public Service Company, held as 1000 いたべいのうとうない Byserni Inc., was duly approved. Byserni Inc., was duly approved. Ward in July 22, 1992 the Articles of Merger were filed with the State of Lows evidencing such merger. Byserni for the purpose of evidencing of public record that lows Power Byserni for the purpose of evidencing of public record that lows Power Byserni Formers merger with and into Midwest Power Systems Inc. Bendes Concerny marged with and into Midwest Power Systems Inc. Systems inc. being the surviving company. 457 10 3 WHEREOF, I have hereupon executed this Certificate this 28th day of 200 INO a 16 me by Paul J. Leighton this 28th day of January, n to t etore 1993. 1 2 の時間にないたので、 ames Notary Public in and for the State of iowa 5006718 IN: 01

ż CHG millourican Carry . 307 Willout, Do mothin in 20303 V. B. W. B. M. Contractory M. Contractory · 1/ 321022 c. Ab 056648 INST # 096648 RECORDING FEE \_\_\_\_\_\_ July 13, 1995 Corp. Ro.:000141835 Ref. Ro.: 131919 Y  $\odot$ SECRETARY OF STATE NIDWEST RESOURCES INC. JULIE WILLING 565 GRAND AVENUE PO BOX DES HOINES IN 50309 95 JUN IV P 2: 45 3 THUILL J. BRIEN RECORDER 5028 1.1.1.1 802 9244 D FOR SECOND STATEMENT RECARDING DOCUMENTS FILED NINGEST RESOURCES, INC. 03/13/1990 Date PAGE D. PATE, secretary of the state of the state of lows, custodian of the resords of inserporations, certify that the corporation named on this certificate was duly incorporated under the laws of lows on the date printed above. JUNE 14, 1996 I jurther certify that according to the records in this office the above named corporation filed articles of marger on, 06/30/1995 to because active on 01/03/1995, merging Source and the second second second second second second second Power STEPS INC., an Iowa Corporation, and RIOWIST RESOURCES INC., an Iowa Corporation, with and into RIDAWERICA INTERFORM COMPANY, an Iowa Corporation, the survivac. 10 2714 an () ===-71 3 XX 1 X 4 6. . . Л A 4 A BK7423P6796 - • • ····· -----. . . ंच .... 1 . .



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	for approval by	y that voting grou	ip.				[	
	6.	The Merger shall	become effective e	on July 1, 199	5 art 12:01 a.m.		ł	
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	Dued : June 3	0, 1995		By.	AOD IL		ł	
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TITLE CERTIFICATE



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

Bν 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:\$331,890DWELL:\$127,000TOTAL:\$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 Deginning 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.

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City of Bes Scines, and Lareins ter "Grantee," has pold and door hurdby to

### following described real esta

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Tange Pill, Polk-County A tract of land, 50 feet all 25 fe ton either side of a center site as fe lowni

Beginning at a point on that Se tion 8; which 10,897.9 feet south thereef thence Ce. ner TODE: al ates, with the ent line present Section & distance of 457.85 Teets

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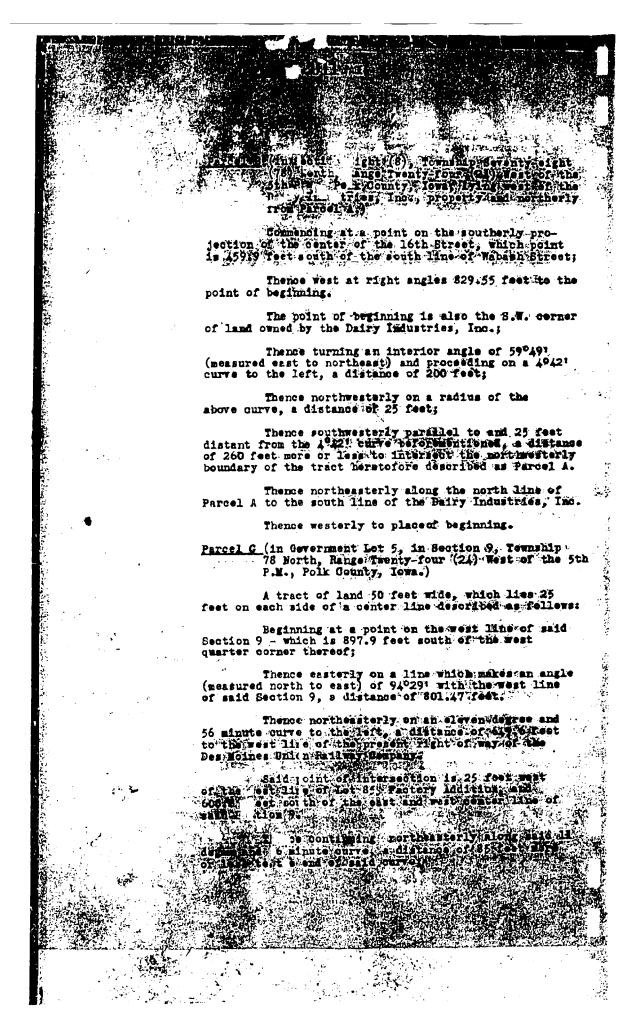
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Urantor with its that it holds the above describes premises by good to a, hat it has good right and inviti arriant to sell and obly by the me, and that said premises describes all liens and emotions, and s what so ever exception are ensement; and Granto -covenants and warrants to the to the same against the lawful plasms of 1 h1 persons are

By the acceptance of this conver de Granpee assigns and successors in title and in rest; obligatos ites so long as it shall operate locomotives or cars thereon maintain at or above the present elevation thereof, the port of the dike now located on the lands hereby conveyed free point approximately five hundred fifty-sight ( 58) feet west of the east line of Section Eight (8), Township for en film (78), Range Twenty-four (24) West of the 5t. H. Polk Count Iowa, to a point approximately Twenty-one hundred (2100) Te northwesterly thereof, where it is conta lated Grantewing will leave said dings it being the under tandhy and any of and between Grantor and Grantes that G antes shall mainte said dike, as herein provided, at all points where said t is located thereon. In the event the Grantee, its assigner successors in interest, shall wholly abandon and removers track from the right of way herein conveyed; or shall at period of three (3) years; abandon operation of trains or cars upon said track and not maintain said portionio. dike, then the title of Grantee shall terminate and the

nevelingdespribed. shall revert to the Grantor, its assigns or abogessons in interest: and in such event, Grantes, or its any and successor in interest, shall, upon the request of Grantor For its then successor in interest, execute and deliver to Brantor, or its then successor in interest, for the consideration of One Dollar (\$1.00) a cuit-claim deed to said property. This deed is given pursuant to Paragraph 2 of a ecertain written Agreement between Grantor and Grantee bearing even date herewith. Dated this 24 day of \_\_\_\_\_, 1946. DES MOINES TERMINAL COMPANY agnesus libbee President 58. COUNTY OF POLK 1946, Personally appeared before me this day of 1946, to me personally known, and who, being by me first duly swown on dath did say, respectively, that they are the Presidential Secretary of Des Moines Terminal Company; that they excuted 1946, the Loregoing instrument in the name and on behalf of Dev Meines Unminial Company by the authority of the Board of Directors Charles and as the voluntary act and deed of Des Moines Weinal Company and their voluntary act and deed. That the saffixed to said instrument is the corporate seal of Corporate Seal of NOTARY PUBLIC, IN AND FOR POLIC COUNTY, IONS. -i- ,

MATRANTI BIGHT-OF-WAT DEEL

KROW ALL MER BI "THESE PRESENTE:

That DICO CO WEATION, of Polk County, State of Thus, a Corporation organized and existing under the laws of the State of of Iowa, in consideration of the sum of One Dollar fill of and other valuable : miders ion, in hand paid by DES MOTNEE UNCE BAILMAX COMPANI, of Folk : unity, State of Iowa, a Corporation organized and existing unit ' the laws of the State of Toward of hereby sell and convey mno the sold Des Motnes Union Hailway Company the right-of way over the following described parcel of land situated in the NEW of Section 8, Temship 78 North, Hanna 24 West, Polk County, 169, Resprinted by Tollowing

> at po.t on the Sonth Line of chue and the caper line of Scittenth gity PL ser Des Moines, low; thende prolong fion of Sixteenth Spreat t to a print of beginning thence Starting at Wabash Avenue and the Street in Oity, PL se South op 459.9 109 At: angles slong a stre -112 Westerly stance 589 21 Tost more Ary/ toth the is right Bast right of way line beginning of G feet. fe ta conca bei nig got of to a your Company Noite Inio **X91.0** of t, movie op Lon inter 401,48 a ourve of rad 4 feet concave **.**¶⁄ the right a distince of 231,5 Tast t said curve, thene. Exiterly along a s CONGE Cort Bou parallel to and 14 TELL'T 110 & die ႝၜၣႄၜၴၭႝၴၒႄႜ႞ၒ e Nort) #11 the point of begi .ning con Pour ant, mort OF

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are free and plear of all liens and encumbrances whatsdever, an waid Dico Corporation hereby covements to warrant and defend premises against the lawful claims of all persons Moonsoevers IN WITNESS WHEREOF, said corporation has couled these presents to be signed this 27th day of December, 1957. DICO CORPORATION Ring By Secretary STATE OF IOWA COUNTY OF POLL On this 27th day of December, 1957, before mey a Notary Public, in and for said County, pursonally appeared ınd n procur A superorporation and that sid instrue nt is signed. Y waid corporation by autionity of is Board at and they acknowledged the e... on of a id instru-is woluntary act and deed of stad of poration, by it is any executed. ts Board of MAT' 20 Contatt Notary\_ inhand for Pe Idia

**N**. (2) STATE BAD AND MATION ¥ ..... WARRANT DEED . ICOLIOLATE Anow Mi Men by These Dresents:-Des Moines Terminal Company The 18 Des Moines Polk baving its principal place of business at. Iowa County and State of ...... 1, a corporation organized and a laws of I OWR , to consideration of the run of One Dollar and ether good and valuable consideration in band paid does hereby CONVEY unto Dos Moines Union Bailway Company, .1-14 11 corporation, LET THE ARE PERSON OF THE AREA STATES and an and A parcel of land in Government Lot 5 in the Southwest Quarter (SW3) of Section 9, Township 98 North, Bange \* 24, West of the 5th F. M., Polk County, Iowa, described 24, West of RS:  $\sim 2$ 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 Lat 5, it being grantor's intestion to convey hereby to grantee any and all of said Bast 25 feet of said Government Lot 5 not heretofere conveyed by granter to grantee by warranty deed dated January 15, 1942, and recorded in Book 1648 at Page 484. 85661 AT 2215C29 1954 (sublect to macronaite of record, if any.) δm limsterior over or bush and for the Als fee much by much ler -18 1 And sold Corporation by Willing and chart of all liens and lawfol "starting as only and the sold on the first sold and lawfol "starting as only and chart of all period and lawfol "starting as only and chart of all liens and lowfol "starting as only as only as a sold Wing his primer house totheses schooledgees, hereat shall be pretryed as in the singular of planal number, they is the herman is the sent corporation has caused this instrument to be duly excepted this in Winying it is a sent corporation has caused this instrument to be duly excepted this is in the sent of the sent corporation has been as in the sent of the sent of the sent of the instrument is a sent of the sent corporation has be suited this instrument to be duly excepted this is in the sent of the sent 1=1 11-1 DES HOINES TERMINAL COMBANT -St. Di FUT Lin President r Pilus for record indexed and oplivered to Vind PO. Auditor the day of the set et 1 in chief A.M. gog paid Secretary U. HOLE DOUNTY OF PULK Provide Auditory Refs 7 D of the Both ay of Horandes AD 1864 before me, the madernized. a Notaty Public is and for estimationity, in said State, perspully appeared ... Jame a, H. Windsor and \_\_\_\_\_\_\_ to me personally known, who, being by me dub that they are the if President \_\_\_\_\_\_\_ and \_\_\_\_\_\_ Assigt ant Secreture 1 to me personally known, who, being by me dath energy for any that they are the interpretation that from the base been preserved to the said corporation; that and the base been preserved to the said corporation; that and the said and the said of and the said of and the base of the ba strument the signed and has that the will and all the W. Histocks any P blie in and Lo - AL 1 and the liter GRAICH AR 1.1.1

85667 mey Auditor the COUN FILED FOR RECORD moer a shu too HEZ HINK RRANTY DEED H. MALEY RELTIR Deputy Records 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 corpora tion organized and existing under the laws of lowa, in consideration of the sum of One Dollar and other good and valuable consideration in hand paid does hereby convey unite DES MOINES UNION RAILWAY COMPANY, ex tion 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., Holk County, lowa, being that part of the East 580 feet of faid Section 8 lying South of the South right-of-way line of the Minneapolis and St. Louis Railway Company now Chicage and Northwestern Railway/Company) and lying North of the Raccopil River, excepting from said tract the following: (1) except beginning it a poinci 1335 less north and 278 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 156 feet South of and parallel to the South line of said Railway right-of-way; thence for nwesterly along a line which is to 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, thence to the South line, of Wabash Street; thence East 5/feet; then North 60 feer, in nee East 300 feet to the place of beginnin (2) except the partion 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 Parcel b. . 0 Government Lot 5 in the Southwest Quarter (SW 1/4) of Section 9, Township 78 North, Bange 24, West of the 5th P. M., Polk County, Towa, except the East 23 feet thereof, and except the portion of said Government Lot & included in the real estate conveyed by Des Moines Terminal Gompany to Des Moines Union Railway Company by deed dated July 24, 1946, an 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 LOVE. Falk Cin Entered uppin transfert tion this 30 his of My fee phild by record or4 W.E. McQULLUSH (bunts Auduor

## Parcel d.

Lot 6 of the Official Plat of the Northwest Quarter (NY 1/4) of Section 9, Township 78 North, Range 24, West of the sec P.M., Polk County, Iowa, excepting therefrom the following:

9998 3655 Mar 120

(1) except beginning at a point on the North line of said Lot 6, which point is 15 feet West of the North line of said Lot 6; the poe South along a line 15 feet West of and parallel to the East line of said Lot 6; a distance of 630 feet; there went the feet; thence South 63.9 feet; thence South 81° 56 West along 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; thence North, 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 Lot 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 shid Los 6.

Subject to the following leases:

1. 13 d-ease 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 Granton as lessor and Dico Company as lessee, for a term explicing January 1, 1968;

> 3. Lease dated June 15, 1964, between Grantor Bs lessor and Everet Harris as lessee; for a term expiring July 1, 1965;

By Direct to the following essements granted by Grantor to lowe Power and Light Company:

4 Easement dated October 17, 1962, for gas pipe line;

3. Essement/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;

N 1 Ensement Ac. owledged Maye , 1951, for electric suppry time and poies aubier to Easement granted by Grantor to City of Des Moines, lowa, and Board of Water Works Trustees of City of Des Moines, disted september 17, 1934, for 30" cast iron water main, (recorded In Seok 1241 at page 510); incomparing the 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 ovenants with said Grantee, and successors h interest, that it holds said callestate by Otto Tee simpley that it has good and lawful authority to self the convey the same; that said premises are free and clear of all liens and ocomprances whatsoever, except as may be above stated; and it covenants warkant and detend the said premises against the lawful claims of all persons whom soever, except as may be above stated. WITNESS WHEREOF said corporation has caused this instrument the day exectized this 20th day of November , 1964. DES MOINES TERMINAL COMPANY President Windsor ames H Aast. Secretar S. Ruemper STATE OF IOWA SS: COUNTY OF POLK On this 20<sup>th</sup> day of <u>Hovendar</u>, A.D., 1964, before me, the. Inderstand, a Notary Public in and for said Qounty, in said State, personally appeared JAMES H. WINDSQR 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 sail corporation; that the seal affixed Ľ to said instrument is the seal of said corporation; that said instrument was signed and sealed on behalteof said corporation by authority of its Board of Directors; and that the said JAMES H. WINDSOR and R. S. ROEMPER, as such officers, acknowledged the execution of said-instrument to be the volupe ary act and deed of said corporation, by it voluntarily excepted. . Hiscocks, Notary Public in and for said County. 121 sex 3655 as 121

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## KNOW ALL MEN BY THUSE PRESENTS:

C. The in S. - way That Das 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 Bix (5) of the Official Plat of the North West Quarter (NW2) of Section Mine (9), and of Covernment Lot Two (2) in the North East Quarter (NE2) of Section Light (8), all in Township Seventy-eight (78) North, Fange Twenty-four (24), West of the Fifth Principal Meridian, and situated in the City of Des Moines, Polk County, Iona, in consideration of One Thomany Dollars (\$/Acon), in hand baid 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 Moinus, Iowa, Board of Water Works Trastees of the City of Des Moines, Iowa, their successors and assigns, hereinafter called Licensees, a perperual right, license and sasement 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  $(NW_2)$  of Section Nine (9), and over and across Government Lot Two (2) in the North East Quarter (NE2) of Section Eight (8), all in Township Seventy-sight (73) North, Range Twenty-four (24), West of the Fifth P. M., situated in the City of Des Meines, Polk County, Iowa, one-half of said strin of ground being on either side of a line over and across said tracts of land specifically located and described as follows:

EASENENT.

Beginning at a point on the East line of said Lot Six (6) Five Rundred Eighty-seven 4 2/10 (587.2) feet North of the South East corner thereof; thence Southwesteriv at an angle of Eighty-one degrees Thirty minutes (819 30) with the East line of said Lot Six (C) Seven Hundred Thirty (730) feet; thence to the right at an angle of Eight degrees Thirt weven minutes (89 371) a distance of Six Humared (600) feet to the section line between said Sections Eight (8) and Fine (9), and intersecting entit section line Frur Pandred 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 (ME2) of said Section Eight (8) Eighteen Hundred Sixteen (1816) feet; thence to the left at an angle of Wenty-two degrees Thirty minutes (22º 301) to the East bank of the Eacroon River; also a strip of ground Fifteen (15) fest in width is which Government Lot Two (2) in the North Fast Quarter (NE2) of said Section Eight (3), one-half (1/2) thereif being on either and of  $\cdots$  line described as follows: Beginning at a point in the line r are described Sixteen (15) feet East of the point therein Eigneen Hundred Sixteen (1816) feet West of the section line between said Sections Eight (8) and Mine (9); thence Worth at right angles to said line to the East bank of the Raccoon River;

with the perpetual right on the part of said Licenston, their successors and assigns, to establish, install, construct, reconstruct, maintain and use in each of said string of ground, as a part of the Water Works gustem of the City of Des Moines, Lowa, 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 Licensons, 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 desmed reasonably processary or desirable, and at such times and in such places as said Licensers, their successors and assigns, ray elect, for the purpose of

# 1241 PAGE 511

installation, construction, reconstruction, repairing, maintaining, protecting and using of said water pipes, or for removal of same.

The Granter, its successors and assigns, shall place no structures of ar kind upon said strips of ground at any time, but shall have the right to base over the same and to so use some 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 burpheses aforessid, provided, however, the Granter, 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 haid longitudinally on said strips of ground at any place.

In the event railroad tracks are so located and maintained over and across said strive of erround, the Licensees will, before making any exception in the immediate vision of such tracks for murpless of repair, reconstruction, or otherwise, expect is cases of energency, give the owner of such tracks five (5) days notice of interview so to do, and will project such tracks from injury or demage in such reasonable manner as the owner there i may require.

In constructing, reconstructing, maintaining, protecting and repairing said water fires, the said Licensees shall have the right to deposit earth and materials, and to so much the adjoining presises at such places thereon as are unoccupied at the time, and where sume will not interfere with or inconvenience the Granter, its sprises for a samigna, but such use shall be temporary only, and all earth and materials ter sited on adjoining presises at any time shall be removed thereform no nor these provides, and at once on femmon or notice so to do.

In installing to said mater the uniter mailwaid track located on dike in a which point the Reput on Pixon as one little avail be excavated and the same a content in any moment and points sime from immage. After the soid with points a in three bounds enter mathematic track, the sold ditor shall be find by terms of any but the same sets mathematics for the from support to the point shifts a track, and the dike mathematic of former motifs or as mathematics again and by the start the store for the former mathematic of the sets of how the origin of the store for any of former motifs or as meanly again and by the store the store form the former mathematic of the sets of the shifts and the dike mathematic of the homes of the sets of the boundary with the store of the former of the store of the store of the store of the store form his one of the store of the store of the Point of the store.

J the end of the Licensees end of any time of man with very the Baid mater thes from aging when you and the only sees of set to Bame, or environ to end, for the converses for multi tero for said li sume or essement is granted, for and is such even and diamas and environt shall theremone terminat as no to portion or notions of soid string of environt shall the said water pires over performently removes and which the Licensee rave permanently consed to may for the converse of resaid.

THE SHIT DEE Mrines Terminal Company covenants with the said City of Des Moines, Iown, and Bourn of Water Works "rustees of the Dity of Des Moines. Iowa, that it holds said premises by good and perfect title; that it has good right and lewful authority of grant the foregoing easem at and license; that the said premises are the and clear from All lices all encombrances whatsoeve; and Des Mrines Torminal Company povenants to warrant and defend said premises and said ensement syminat the lawful claus of all persons whomsoever.

10 1 11 Signed this \_\_\_\_\_ lay of September, A. D. ~ 1 THES TERMINAL COMPANY. Preside -2-

# 10081241 PAGE 512

STATE OF IONA, POLE COURTY; SS:

On this <u>first</u> day of September, A. D. 1934, before me, \* Notary Public in and for said County, personally appeared Frederick 5. Hubbell and F. O. Thompson, to me personally known, who, being by meduly sworn, did say that they are President and Secretary respectively of Des Moines Terminal impany, a corporation; that the seal affixed to the foregoing instrument is the seal of said corporation, and that said instrument was signal and sealed on behalf of said corporation by authority of its Board of Directors, and the said Frederick C. Fubbell and F. C. 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 witten.

( 1.1 • . ۰. . • Notary Public in and for Polk County, Inwa. .

# LASEMENT

## KNOW ALL MEN BY THREE PRESENTS:

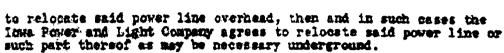
That for and in consideration of the sum of the Thursdal Fifty and 00/100 \_\_\_\_\_\_ Dollars [5 h.denop \_\_\_\_\_\_ ) in hand sold by the love Power and Light Company, a composition, receipt of which is hareby acknow edged, and of its agreements as hereinefter set forth, the under ignid, Des Moines Terminal Company and Trustees of the Frederick M. Fubbell Estate, do hereby grant unto the said love 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 remining said line, and the right to trim or remove, with reasonable cure, such trees as may interfere with the proper meintenance 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 blueof, across real estate described as the Northwest Quarter (ME) of Section Nine (9), and the North Half (N2) of the Northeast Quarter (MES) of Section Eight (8), all located in Towaship Seventy-dente (NES) of Section Eight (8), all located in Towaship Seventy-dente (NES) of Section Eight (8), all located in Towaship Seventy-dente (NES) of Des Moines, Iowa, and Lots No. Eleven (11), Seventy-etx (76) and Seventy-nine (79) in Factory Addition, an Official Plat, new 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 Lat Seventy-six (76) and the wacated 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 damine thick 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 Hoines Thirminil Company and the Trustees of the Frederick M. Hubbell Estate, and their tenants, from any and all liability by reason of the nonstruction, maintenance and operation of said supply line, poles, and the undersigned or any other person, firm or corporation by the thereof, and further agrees that upon abandoment of said the mission line, all the rights and easement herein granted should be at its own expense without undue delay said transitistics the the poles or other necessary equipment maintained in completion of the rewith, from said premises.

In the event that the Des Noines Terminal Coart tees of the Frederick M. Hubbell Estate or any of as herein lentioned shall at any time by reason of of improvement contemplated, deam a relocation of the any part thereof necessary, then and in such event, and Light Company further agrees that it will so relocation line at its own expense, as and then requested, and if ment or improvement is of such a nature as to relate the

Sec. Sec. Sec. 1



The lows Power and Light Company agrees that said power line shall be constructed with sufficient clearance to avoid imterference 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 essement and to bind any right or interest that they may have in and to the property covered by said essement.

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 HE FREDERICK M. HUBBELL ESTATE By By



DES MOINES TERMINAL COMPANY

By Hu an ki By. TY & Cleansel

IOWA POWER A MILWI President Secretary



-3-PITTSBURGH-DES MOLINES STEEL CONPANY By\_ ber of Firm By\_ 2047mbarra 「注意」というないないないでは、 DES MOINES STEE By By Secretary CHICAGO, GREA TATES BAILLAY COMPANY By<sub>.</sub> ident Ву Secretary STATE OF IOWA : : 55. COUNTY OF POLK : day of August, 1947, before me a Notary olk County, Iowa, personally appeared On this and Polk for tate, and acknowledged that they executed the foregoing their voluntary act and deed as Trustees of the Hubbell Estate. -Notary Public in and for Polk County. OF IOWA ST : : SS. COUNTY OF POLK : day of August, 1947, before me On this County, Ioya, personally and for P ib 8 00065 and to me personally known, when they are respectively œ beł me dul svorn and g

Canada and The o of said Des Moines Terminal Company and that the seal affixed to said of sade bes workes forminal company and that the sear entries to sea 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 and <u>Authority</u> and <u>Authority</u> and <u>Authority</u> and <u>Authority</u> and <u>Authority</u> and <u>Authority</u> of said corporation by it voluntarily executed. Notary Aublic in and for Polk County. TO OF IOWA : : SS. COUNTY OF POLK : On this 20th day of theman, 1947, before me & Notary Public in and for Polk County, Iova, personally appeared \_\_\_\_\_\_\_ and \_\_\_\_\_\_ F. to me personally known, who being by me duly they are respectively the \_\_\_\_\_\_ swort 31 f sz that LTIC Rosent of said lowe Power and Light Company and that the seal affixed 1.44 said instrument is the seal of said lows power and Light of any, and that said in crument was signed and scaled in Denalf of said Iowa Power and Light Company by authority of its Board of Directors and said \_\_\_\_\_\_\_ acknowledge the execution of said and said instrument to be the voluntary act and deed of said corporation by Entarily executed. Notery Public in and for Polk County. IOWA STATE OF PERMISTLANIA : COURTY OF ALLBOHENY On this  $\neg \gamma \not\subset$  of Angust, 1947, before a, a Motary Public is and for Alleghany County, Panneylvania, gover. ally app and John E. Jackson, told personally known, who being by no fully succes, dri Ly that he is a er of the firs of Fittsburgh-Des Maine Stiel Company, a the artmarship, and the signed the within instrument in bet if of the sage itteburgh-Des Maines Mongany and he asknowledged the aneoutic of said 2 strungs to be his ry ast and deed. Botary Fublic is and for Alter Hotary Public ARNER T. MRLER. Hotary Public My Commission Expires dan. 7, 1961

STATE OF IOVA : : SS. COUNTY OF POLK :

day of August, 1947, before me a Notary County, Iows, Astronally appeared On this ind for known, Meine by and say, personally vho STOTD. that dey are respectively the and of said Des Moines Steel Company and that the seal ANGINED instrument is the seal of said Des Moines Steel Gompany, and the said instrument was signed and sealed in behalf of said Des Mos Eteel (Lampany) by supportty of its Board of Homeony's and said the sealed in behalf of said and said and the sealed in behalf of said and said said an the execution of said instrum ant to be the volunts y of said corporation by it voluntarily executed.

Notary Public in and for Polk County.

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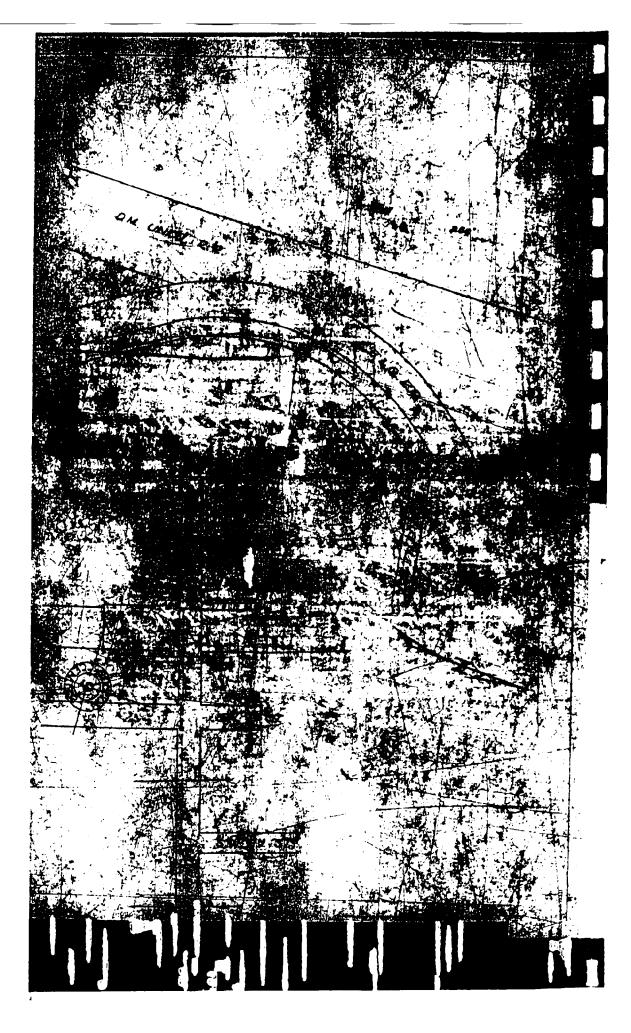
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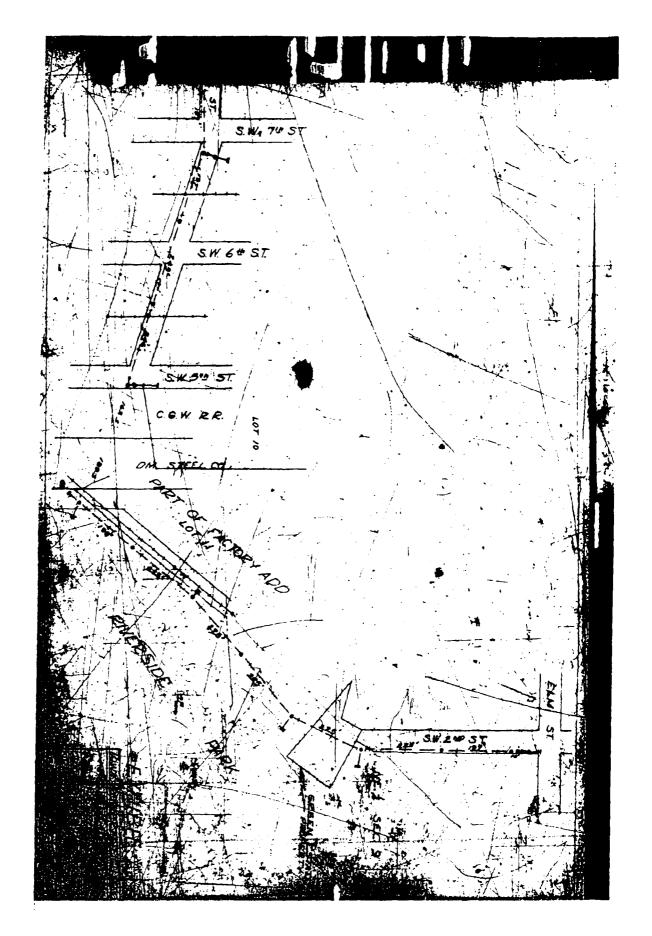
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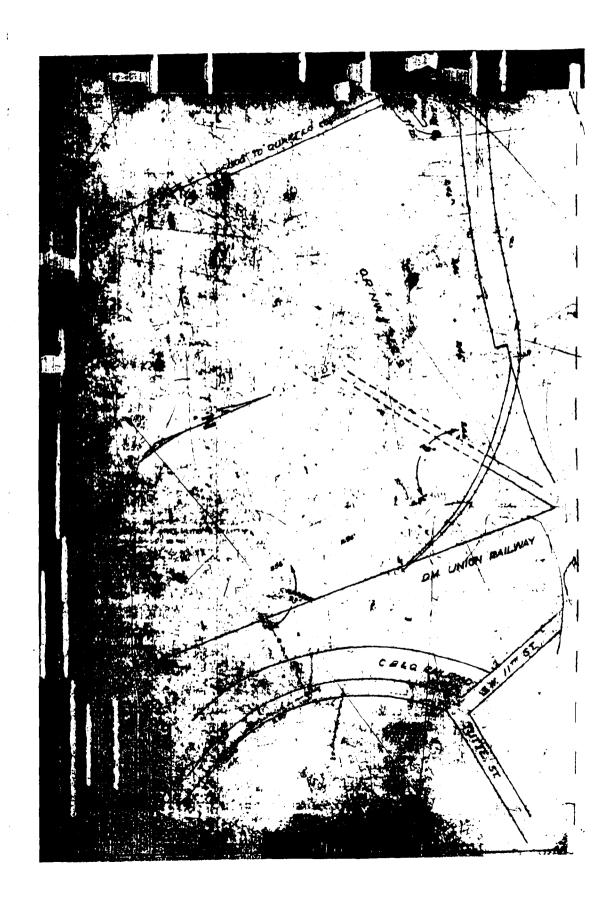
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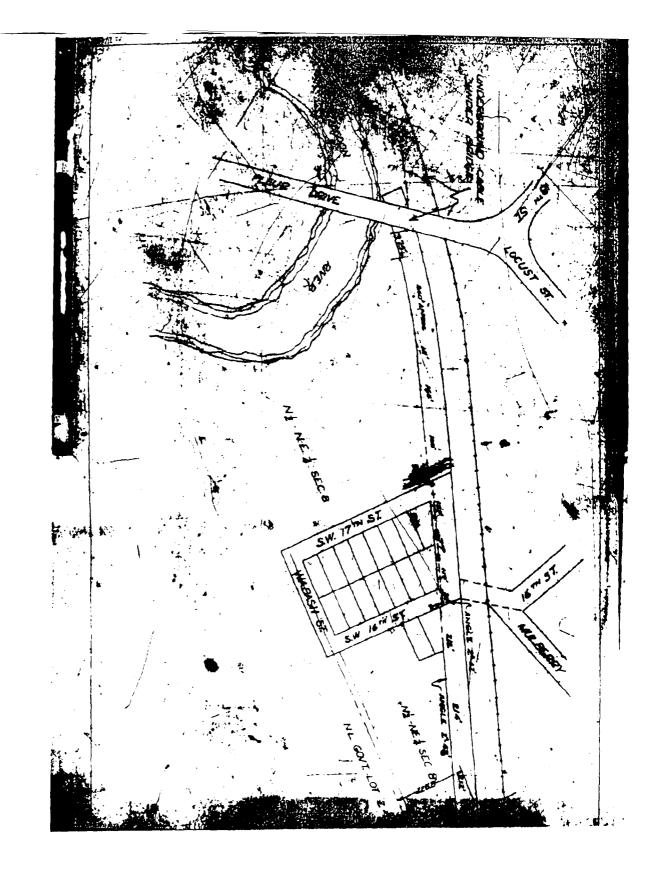
On this 25<sup>th</sup> day of **Septi**, 1947, before ms a Notary Public in and for the Gounty, Elva, personally anneated to me personally known, who being by me duby s form did 247, the of they are respectively the <u>freeded</u> and <u>constant</u> of seid Chicago, Gr at Western Rail av Company and the freeded affired to said instrument is the seal of said Ci Mago, draw Railway Company, and that said instrument was signed and behalf of said Chicago, Great Western Railway Company and that said instrument is the seal of said Ci Mago, draw of its Board of Directors and said <u>acknowledged samp</u> of said instrument to be the voluntary act and deed of said to the same of said instrument to be the voluntary act and deed of said to the same of said instrument to be the voluntary act and deed of said to the same of said instrument to be the voluntary act and deed of said to the same of said the same of said instrument to be the voluntary act and deed of said to the same of said the same same of said the same of same

Notary Public in and for 7 cher. 2071









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A trait of land, their five (25) foreigin: width width adulting of a third 85, Factory Addition of the '.'. Des Molines ford canta line bei g dearribet of the solution of the solution at a point on the west with all subscripter, but wid we t land haven a submit of the '.'. bus first of South 0° 12 Tarri with all subscripter, berrings therefore therefore, a discord of the line between the subscripter and there quefter down '.'. How a line therefore a submit of the subscript of the line between the subscripter and there quefter down '.'. How a line the subscript of the State of the State of the State of the subscripter of the line between the subscripter of the subscripter's a discord of the line between the subscripter and there quefter down '.'. youndly 78 Borch, Range 20 West of the State subscripter to a point of 'S 2' Base, o distance of one hundred eight and eleven hundred to hundred eighty nine and eight benche (1, 280, 8); feet south of the line between the output of the subscripter of a point on the east line of subscripter a distance of one thousand two hundred eighty nine and eight benche (1, 280, 8); feet south of the line between the center and west querter of the self benche (1, 280, 8); feet south of the line between the center and west querter of the self benche (1, 280, 8); feet south of the line between the center and west querter of the self. In the self self. In the self. In the

Tract 4

 tract of land, twenty-five (25) fout in width, canbered on a line in the East Twenty-Five (25) feet of Government: Lot 5 in the BWL, Switton 9, Twenship 78 North, Range 26 Nest of the 5th P. M.; said Granment Lot 5, with weld as follows: Commencing at grant on the east line of said Granment Lot 5, with weld east the having as assumed true bearing of South 0° 12' Lest, with all subsequent bearings referenced therefrom, a distinct of one thousand two hundred ferty-eight and seventy two hundredths (1,248.72) fast south of a line between the senter and west quarter corner of said Saction 9; thence morth 67 '32' West, a distance of twenty seven and three hundredths (27.03) fast to the west line af swid that twenty-five (26) feet of Government Lot 5 at a point one thousand two hundred that twenty five hundredths (1,238.45) feet south of the line between the center ind west quarter corner of said Section 9.

A tract of land, wanty-five (25) feet in width; centered on a line in dovernment Lot 5, except the Bast T enty-five (28) feet thereof, in the SWk, Wection 9, Township 78 morth, fange 24 Wast of he 5th P. M.; combanding on the west line of said East twenty-five (25) feet be said Gove meent Lot 5: with an assumed true beering of South 0°12'. East, with all subsequent bearing spersonced therefrom, at a point one thousand two hundred thirty-sight and forty-Five hu dredths (1,238.45) feet South of the line between the center and meet - quarter optime of seventy-two hundred the Worth 57'52' West, a distance of three hundred aventy-three and seventy-two hundredths (373.72) feet; thence north 54' 19' Wast, a distance of five hundred forty-one and seven tenths (541.7) feet; thence North 82'12' Heat

TEACT 7

a distance of thirteen and seven tanths (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 new vacated plat of City Place Addition to the fifty of Des Moinse, 1000.

### TRACT 8.

A tract of land, twenty-five (25) feet in width, in GovernmentLot 1 in the BEt. Section By-Township 78 North, Range 24 Watt of the 5th P. M., centered on a line parallel to And Edwe hundred sixty-two and five teoths (552.5) feet west of the aset line of said Government Lot 1 and the east line of shid-Section 8, with an assumed true Nevering of South 0°00' Bast and all subsequent harings referenced therefrom, beginning on the north line of said Covernment Lot 1 at a point five hundred sharp two and five tenchs (552.5) feet west of the Bast Quarter surpart of said Section 8, then a south 0°00' East, a bistance of eight hundred thirty-four and itwo tenths (184.2) dest; then a bourd point 1° 500' East, a bistance of one hundred thirty-four and four senths (184.2) dest; then bound of the fit to the sections of one hundred thirty-four and four senths (194.3) feet to an ingle point; thence South 87°34' East, a distance of five hundred fifty-fick and two teachs (585)2) feet to the sectime of south Street in the number of Line (194.3) feet to an ingle point; then a bound for the center line of south Street in the number of Line (195.5) feet of the show deficient to the City dyname line of south Street in the risk point three hundred fifty 350 Keen south of the center line of south Street is the risk weat of the show deficient to the first in the Borth one hundred forty-six and nine cenths (146.9) feet of the south three hundred Strykive and fifteen hundredred (065.15) test of the east five hundred super)-five (375) feet of the lower ment to 1. Alles, haginning at said as growint, five hundred fifty or the first with o tenthe (146.2) feet were of and nine hundred super)-fix and the south first is the first of the centhe (146.2) feet were of and nine hundred super)-first and fifty start of the south of the dist Quarter corner of

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PACE Continued) 6 1 said Section 8; thenos South 14 (190) feet to the north bank 45 distance ÉÈ Mircoon bđi. Ξ¥. ۰. 1 TRACT 10 Y twenty-five (25) feet in width, from the sou A tract of land, 16. north of Government Lot 2 in the MEL. Section 8, Sovnehip 78 North, 4000 24 P. H. centered on A line five bundred sixty-two and five tenths (561,3 and parallel to the east line of self Government Lot 2. has t of the ·Sei in the City of Des Moines, Polk Gunty, Iows, for the construction of a severific the the right in said city to construct and forever maintain a sever through, under and actoss said real estate along said line. The City of Des Hoines to have the right to enter in upon and onto said property. for the purpose of/constructing said sever and for the purpose of replacing, enterging, reconstructing or/repairing said sever whenever necessary and to have the right to use as much of the syrface of the above described real estate as may be necessary for the purpose of constructing; repairing, enlarging or maintaining said-sever but for no other use or purpose whatsoever. And us hereby CONVERANT with the City of Des Notices that we hold eate an and perfect kitle, that we have good right and lasful authority to make the to berein and and we WARRANT TO DEPIND said preuses against the lawful claims a mde al p claaming by, through or under us. IN WITNESS WHEREOF, we have bereunto affixed our be In the event this project for when world is not initiated, a when a start of the start ensembler for right-of-way will be staring to the Des Noines Union Distant Chippeny for cancellation. AFLER OF IGE ay of Matche CAL TES personally app of said Ally te said imetfument <u>م</u>لا the Stid Shat a bas bengla saw Managian, blas 20.2

\* sites 18h15-11 .u 1 . i., 4. + 1 • 3 h , : Х, 14 . I, Donald'H. Gerdom, City Clerk of the City of Das Heines, do hereby certify that the within an foregoing Encreant for E or Right of Way from DES MOINES UNION/RETINAY. CD. To the Ci y-of Des Moidds Wir usy pproved and accepted by the City Council of said City of Des N Lies by reablution and Roll ~11 No. 3687 , passed on the 1800 day of 16 ober 1, 1968; and this w. Ificate is made pursuant to the authority contribution and resolution. 1965 18th October why of igr Des Moin 0 Devald H. Cerdom, City Clerk of the City of Deg Roines, ΙØ А 25 

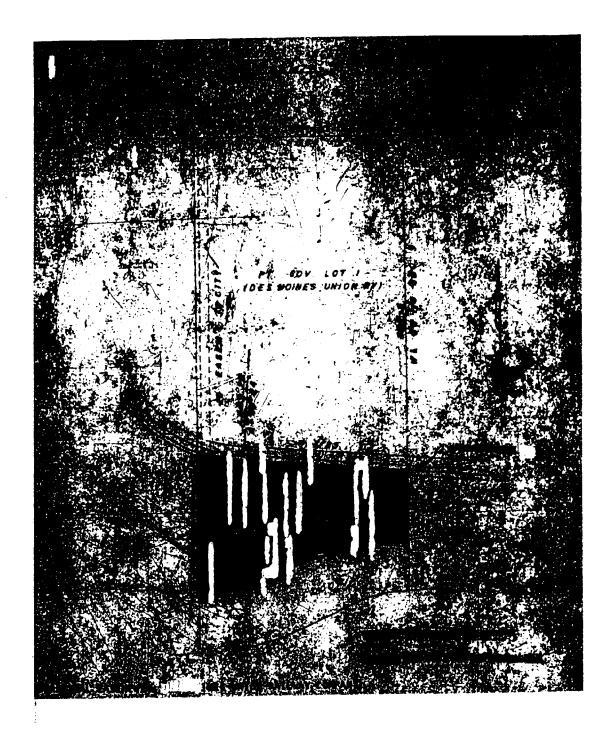
¥< 3 N 4-64 POLK COUNT GROSSING OF ARCE POUL BTREET NA ASEMENT FOR 1913 HUA-71 67 CORDER THENE , WALEY !! Vision to IN CONSIDERATION- of the religious means of the present ment dated Harch 6, 1966, pomeuann to toll dall Mo. 2550 filed with the City Council of the City of Das Moines, Towe under date of August 2, 1985, grauting and conventing unto Cfty of Des Moines, lows, an espement for crossing of aquipment over the following described real estate, to-wit: Commencing at a point on the West line of the Rest 735 Fear of Lef 6 of the Official Plat of the NWA of Vection 9, Township 78 North, Renge 24, West of the 5ph P.H. chat is 80 Fast from the South lins of the 6 St. L. right of way (measured bdrm#1 to м. adid right of way [ine); thand Resterly 1200 Feet more or less to the intersection of the South line of Webach Street and the Rest line of SW 16th Streetwithence North 30 Fasti thence Easterly 1200 Feer none or lass to a point 30 rest Horth of the place of beginning; these South to the place of beginning and in consider Milda of the sum of One Dellar [\$1.08 ] and in Das Motnes Union Kailway Comp valuable consideration. Corporation, hereby grants and conveys unto the City ίD. Maining, love, In essenant over the following describ tosvit: . \$ . That part of the NEW of Section 8-78-24, and that part of Lot 5 of the official Plat the NWW of Section 9-78-26 lying East of of foth Street and North of . I line that is SV 66 - Feat South of (measured at "Light angles and peralial to the South lime of the to) 5 St. L. Railway right of ways ٩. ٩ 5 .1.0 ·(; ) Lommencing at the intersection of the above mentiqued/line with the East line of said . to a point on the Vest SErly thence A.at 733 fier of Lot 6 of the BWE of Section 9the East the 6-2 ficial flat of of the 1110 is 80, fost from the South vay, (maasured a se, i. right of 'YOY Northito maid right of way lines; thence 20 the South line of the M. & St. L. wight of ways thence SWrly along the South line of the int. the N. S.Sci L. fight of day t 6: thence of said L Ear Der E. . Tebe ٥ŗ Veginsi

chossing said parcel by the streat asintenance City, of Des Motures between the public streets paend ₿q`ų\$ di the either and of said parce ad jo ming dn. eed this WITNESS WHEREOF, said corporation ha 1 K to be duly executed this 24 a ۵ĭ day instrument 198 N RATEWAY CHMPANY WHENES UNT DES ma m 8 5 · President F. C. McCinn Av bell 7 Hubbell Ascratary 1 T. Bonald H. Gerdon; Cfty.Clerk of the Ol do hereby partify that the sithing and for the Der Moines Shigh Railway Company to t Powe, was duly epitomed and accepted by t City of Dear ioine to the Dity of Des Hotes by the City (Downell of and Roll Call as. 908 Deed passod on the ten i day de Resolution Resolution e M arch pur suant had with 6th day of Haron 1 Donald H. Ger the City of Des

NOV 13 1987 POLK COUNTY, TOWA FLOOD CONTROL FILED FOR RECORD AYQ 12 NOV 1 5 1967 SOTEMPORARY EASEMENT DEED ACNEH, MALEY, KEDURDER Allumenters KNOW ALL MEN BY THESE PRESENTS', that DES MOINES UNION HARB COMPANY in consideration of the sum of One (1) and No loo Dollars UNTY, IOWA in hand paid by the City of Des Hoines, Iowa, does hereby grant, bargain, sell and convey unto the City of Des Moines, Iowa, and its assigns, an assign able 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 L however, that the essement and right-of-way herein granted shall terminate and expire on the September 1, 1970 , unless sooner terminated by the completion One (1) year of construction and the expiration of the period of thereafter. Said land is described as follows: That part of the easy five hundred and eighty (580) feet of Government Lot one (1) in the Southeast Quarter (SEE) 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 fight of way and a like that is ten (10) feet south of and normalized distant from and parallel to the conterline of the said railroad right of way, said centerline being described in the description for the perpetual easement to be obtained, all now Ancluded 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, den 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. 800K3895 PLAE499

8000 1:10-500 DES MOTNES UNION BALLINATO COMPANY does hereby covenant with the City of Des Moines, Iowa, that it holds said premises by good and perfect theie; that it has good right and lawful authority to sell and convey the same; and shid DES MOINES UNION RAILRAND, Company - does hereby covenant to warrant does hereby covenant to warrant and drfend the title to the said premises against the lawful claimsof all persons whomsoever. Signed this 3rd Octobe day DES MOINES UNION COMP/ E.C President 9

I, Dahald H. Gerdour, City Clerk of the Unity of Des M ines, Igua, ido hereby certify that the within and I resoing Easement from Des Moines information Raidway Compary to the City of Des Moines, Iows, was Muly approved and accepted by the City Council of said. City of Des Moines by Resolution and Roll Call No. Moines for more the 13th day of November November 1967, and this certificate is made pursuant to suthority contained in waid Resolution. Signed this 13th day of November Danald H. Gerdom, City the City of Des Moines, Czerk of Lowa ·c Than the 40800KD PARE



# C E E WATE SA

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# HENSHON RIGHTS TO BE OBTAINED

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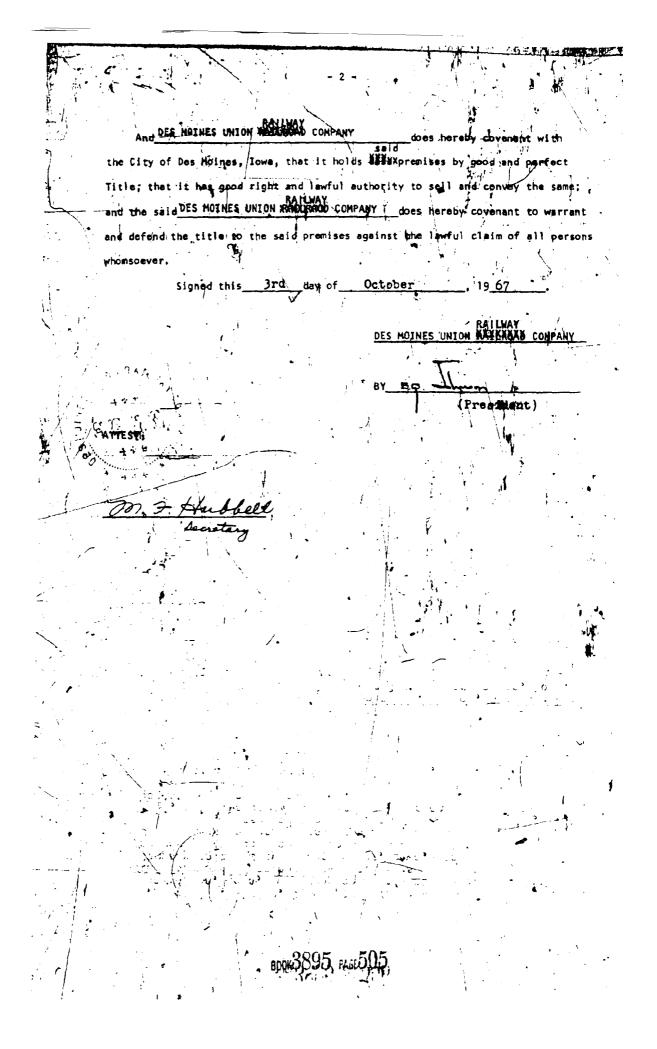
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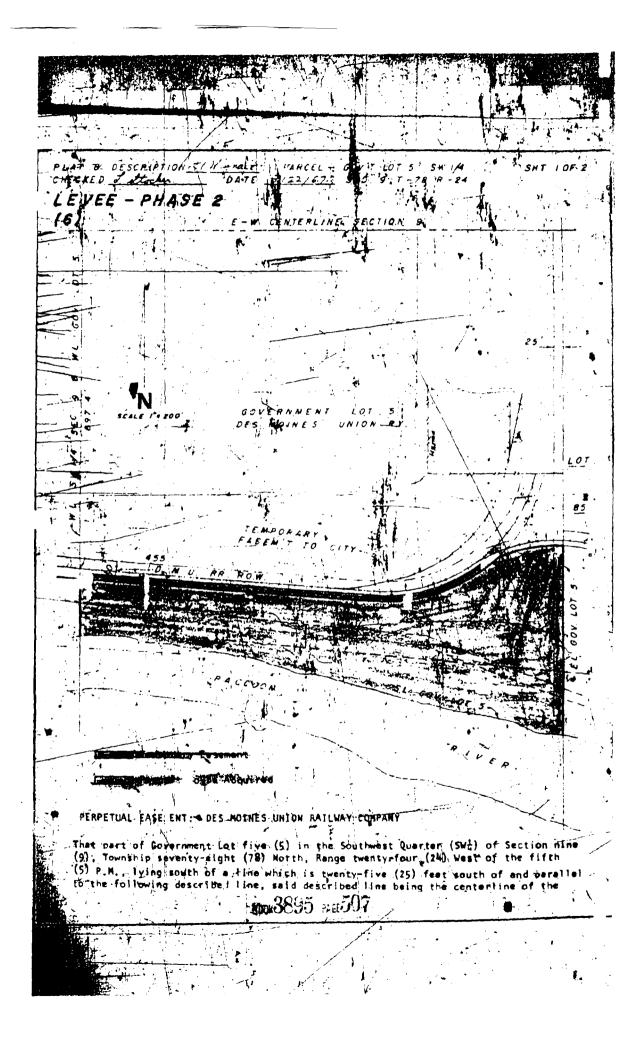
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BOOK3895 PAGE 504 OV 13 1967 461 POLK COUNTY , tow FLOOD CONTROL FILED BOR, RECORD TENPORARY EASENENT ALED AJ0/8 NOV 1 51967 IRENE H. MALEY, KEGURDER U.L KNOW ALL MEN BY THESE PRESENTS, that DES HOINES UNION HA COMPANY in consideration of the sum or ... One (+) and no/100 Dollar POLK COUNTY LIONA is hand paid by the City of Des Moines, Iowa, does hereby grant, argain, sell and convey unto the City of Des Moines, Iowa, and its assigns, an assign alle easement and right-of-way in, on, over, and across the land thereinafter describe for the purpose of entering thereon at \$ny time to haul, transport, emplace, store, maneuver, manage and remove materials and equipment in connection with construction of a local flood propertion project; together with the right at any time to trim. cut, fell and remove underbrush, obstructions, and other vegetation, structures or obsta- $\mathcal{A}_{\mu}$  cles within the limits of the right-of-way for the period commencing with the date of this deed and ending One (1) yeard following the date of completion of construction, currently scheduled for completion on the June 30 at 1969 \_\_\_\_ provided bowever, 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 Dns (1) year thar " 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 (SW4) of Section nine (9), Township seventy-eight (78) north, Range twenty-four (24) west of the fifth Rrincipal Meridian, that thes south of a line that is ten (10) feet south of and parallel to the aforesaid centerline of the Des Moines Union Reilroad 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 wast 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 ent ry whereby the City of Des Moines, Iowa, can grant to the UNITED STATAS 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. -Sold-rights, privilages and easements are conveyed subject to existing easements for public roads and highways, public utilities and railroads, and pipelines in place.



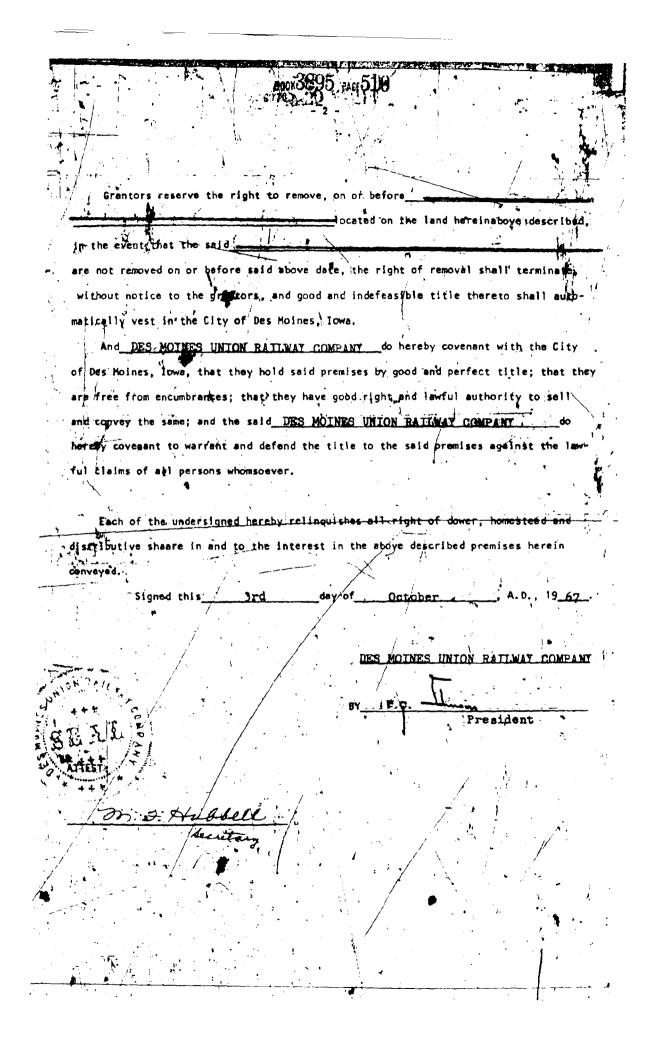
T, Donald H. Gerdom, City Slerk of the City of Des Moines, lowed, do hereby cortify that the within, and foregoing Easement from Des Moines United Saliway Company to this City of Des Moines, Iowa, was dury ' roved and accepted by the City Council of said City of Des Moines by Resolution and Roll Call No. 4017, and this certificate is made pursuant to authority contained injustic Resolution. Sighed this 13th day of November , 1967. 10 Donald H. Gerdom, City Clerk of the City of Des Moines, Iowa. \$ : , si 🕏 /  $\tilde{}$ 



BOOKSESSS PAROUS . ,**B**.Y Canall PERCEL Govit Lotis ! DESCRIPTION 114 SHT. 2 OF 2 đ Stake CHECKED BY a BATE `(6) 11 Des Moines Union Reihwey Right-Of-Wey, seid parcel extendint from the mest ling of the Southwest Quarter (SW) of Section nine (9) to the intersection of seld twenty-five (25) foot line with a line which is fifteen (15) feet south of and meralling to the renter line of the southern most track of the Des Moines Union Reihwey said intersection being one hundred eighty-five (185) four (more of less) west of the sust-line of Bovernment Lot five (2); also that part of Bovernment Lot five (5) lying southof a Tike which is fiftee (15) feet south of and persilel to the southern most track of the Des Moines Union Rel1way said track extending to the past line of Government (Lot five (5)? 5 CENTER LINE OF DES MOINES UNION, RAILROAD RIGHT-OF-WAY being described as follows: Be inning at a point on the west line of said Section nine; (9), which is eight hundred n sty-seven and four tenths (897:4) feet south of the west quarter corner thereof: th new easterly on a line which makes an angle (measured north to east) of ninety-four regrees and twenty-nine mi utes (940-291) with the west line of said Section nine (9), a distance of eight hundred of and forty-seven hundredths (801.47) feet; thence north-easterly on \_ elem. Here'es and fifty-six minutes (119-56') curve to the left, a distente of six hundred forty-nime and six tenths (649,6) feet to the west line of the preserve in the normal six tenths (649,6) feet to the west line of the preserve in is thenty-five (25) factors. I the west line of Lot sightly-five (85) Factory. As ion and six hundred eight and a hty-four hundredths (608.84) feet south of the best nd west center line of said Section nine (9), thence continuing northeasterly along aid eleven degrees an fifty-six minutes (110-56') 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 latance of sixty-six (66) fest more or less, to a point on the mest fine of said Loty ighty-five (85), in Factory Addition, Affin, and forming a part of The Cley of Des Moines Towa. TEMPORARY EASEMENT : DES NOINES UNION RATLROAD COMPANY All that part of the Des Moines Whion Railpood right-of-way, located in Government-tot five (5) in the Southwest Quarter (SWL) of Section nine (9). Township seventy-eight (78) Agrith, Range twenty-four (24) West of the fift! (5) Principal Meridian, that lies bouch of a line that is ten (10) feet south of and a start to the aforesaid center line of the Des Holnes Union Reilroad right-of way; said a cal extending from the west lime of said Government Lot five (5) go a line that is eleven hundred (1100) feet easthof and parellel to the west line of said Government Lot five (5), 1433 now included in and forming the part of the City of Des Moines, Inwa. MININUM RIGHTS TO BE OBT, INED: Perpetual Essements A perpetual and ssignable eight and easoment for the purpose of entering there on to construct, mai tain, repair, operate; patrol and replace a flood protection levee, storm drainage pipe and gate well including all appurtenances thereto., TENPORARY EASEMENT Temporary easement in, and to lands for the purpose of entering thereon to deposit fill material. ί. 3.

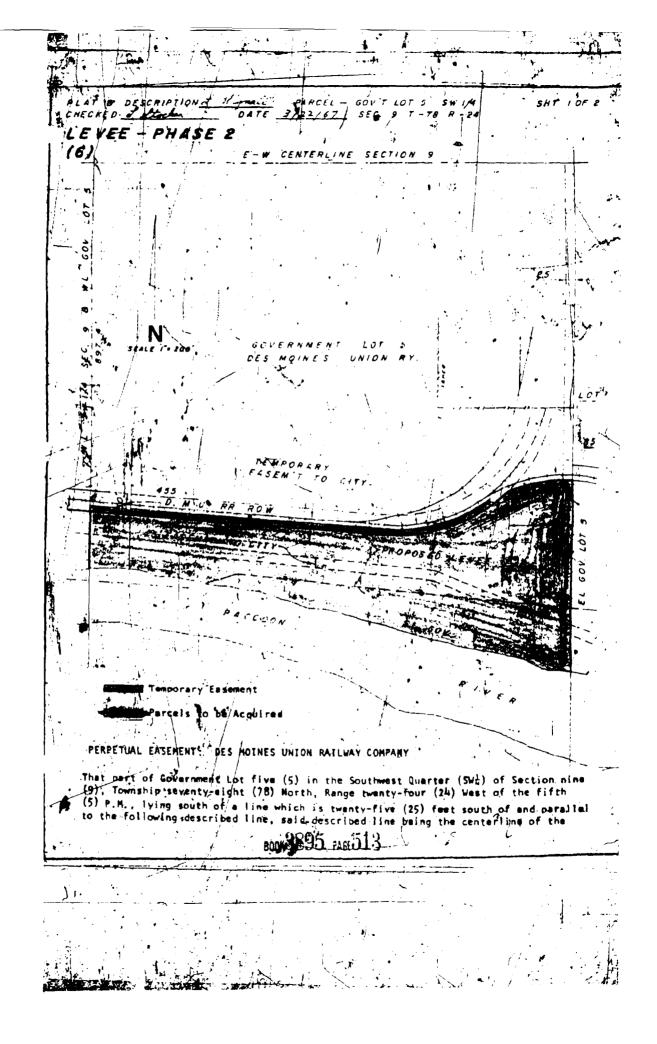
THEINE H. MALEY, HEWRDER
KNOW ALL MEN BY THESE PRESENTS, THAT DES NOINES UNION SERATION COMPANY
of Des Mointy, Iowa, of Folk County, Iowa, in consideration of the sum of
Die (1) and no/ 100 Don lars in hand paid by the City of Des Moines,
toes hereby grant, bargain, sell and convey unto the City of Des Moines, Iows, 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 dheinage pipe and gate well including all appurtenances
thereto;
Said land, is described as follows:
That part of Government LQt five (5) in the Southwest Quarter (SW2) of Saction night (9), Township seventy-eight (78) North, Range twenty-four (24) Wast of the lifth (55) 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 Bee Moines Union Railway right af way, said parch extending from the west like of the Southwest Quarter (SV2) of Section nine (9) to the intersection of said twenty-five (25) fost line.with a line which is fifteen (15) feet south of and parallel the contacting one hundred withy-five (185) feet (more or less) west of the the section being one hundred withy-five (185) feet (more or less) west of the test is for a line which is fifteen (15) feet south of and parallel to the isoutherm set of the Des Moinese Union fail Way, said the set fine of Government Lot five (5). ""TERTRITHE OF DES WORKES UNDOW AND MADE RIGHT OF WAY being described as follows: "Beginning at a point on the west time of said Section nine (9), which is eight hundred ninety-seven and four tenths (87.4) feet south of the west line of said Section nine (9), a distance of eight hundred one and forty-seven hundredths (801.47) fast; thence northese of eight hundred one and forty-seven hundredths (801.47) fast; thence of the present right of way dif the Bes Moines Union Railrey (10-56') during to the left a distance of said section in eight sint tests (649.6) feet to the west line of the present right of way dif the Bes Moines Union Railrey (10-56') dury to the left a distance of said section and forty-seven hundredths (801.47) fast; thence northeasterily on m elved degrees and forty-sine and six tenths (649.6) feet to the west line of the present right of way dif the Bes Moines Union Railrey Company; Said point of intersection is twenty-five (25) feet west of the west line of let % (50, 84) feet south of the assi and west cent line of said Section nine (9), thence cotting northeasterily along seid ele
six (466) feet more or less, to a point on the west line of said Lot eight-five(85), , in Fectory Addition, all now included in and forming a part of the City of Des
Noines, Iowa.
The aforesated grapt 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 grants
Said rights, privileges and easements are conveyed subject to existing easements
for public roads and highway, public utilities, railroads and pipelines.
10073895 pa 5119

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T, Donich H. Gerdom, City Clerk of the City of Des Molnes, Towa, do hereby tertify that the within and foregoing Easement from Des. Moines Union Railway Commeny to the City of Des Moines, Towa, was duly approved and accepted by the City Council of said City of Des Monnes by Resolution and Roll Call No. presend on the 13th day of November ; this certificate is made pursuant to authority A967, and this certificate is contained in said Resolution. November Signed this 13th day of 1967. ald H. Gerdom, City Clenk of City of Des Moines, Iowa. onald H. che 800x8895-page 511

1.1.1 100x3895 -4=512 STATE OF JOWA COUNTY OF POR On this ŀ, 19 before 5 Notary Public in and fo. Polk County, Iowa, Gool personally appeared . L. Rubbell Ľ 0 Johnson and К. to me personally known, who being by me duly sworn did , ay that they are respectively the\_ of said President and Secretary' 1.4 and the the seal affixed to said Des Moines Unic: Railway C mpany instrument is the seal of said Des Moines Union Railway Company and that said instrument was signed and sealed in behal, of said by authority f its Board of Directors Des Moines Union Railway Company ! and M i and said E. Q. Johnson Hubbel: acknowledged the execution of said instrument to be the voluntary act and deed of said coporation by it voluntarily executed. 4 Polk County, Iowa Notar ublic in and for ÷, ١ C: 1 £ • 1 4.



BOOKS SD TRAGEOL DESCRIPTION Ø Y ARCEL NE CHECKED 6 Des Moines Union Relivey Richt-OF-Way, seid oarcal attinding from the west line of the Southwest Quarter (SWE) of Section nine (9) to the intersection of said twenty five (25) foot line with a line which is fifteen (15) feet southief and derallel to the center lin of the southern most track of the Bes Holnes Union Raffwery said interpection beingtone hundred alghty-flve (185) feet (more or less) wast of the Bast line of loverning Lot five (5); also that part of Bovernment Lot five (5) lying south of a line which is fiftee (15) feet south of and parallel to the southern most track of the Deside imas Union Railway said track extending to the east line of Government Lot five (5). CENTER LINE OF DES HOINES UNION RAILROAD RIGHT-OF-WAY being described Beginning at a point on the west line of sa ' Suttion nine (9), which is eight hundred ninety-seven and four tenths (897.4) four south of the west querper comper thermof; esterly on a line which makes an ingle in asured north to easing of hinety-four thence degrees wild twenty-nine minutes (940-291) with the west line of sold Section Thine (P), distance of eight hundred one and forty-seven nu dredths (801.47) feet; thence north-esterly on a eleven degrees and fifty-six minut s (110-56) curve to the left. a distence of six hundred forty-nine and six tenths (649.6) fest to the west line of the present right-of-way of the Des Moines Union Railroad Company; said point of Inter tion is twenty-five (25) feet west of the west line of Lot eighty-five (BS). Fags Addition and six hundred eight and eighty-four hundredths (608,84) feet south a and west center line of said Section nine (9) thence continuing northeasterly along said eleven degrees and fifty-six minutes (110-56') curve, a distance of eighty-give (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 wist life of said Lot eighty-five (85), in Factory Addition, All, in and forming depart ( the City of Des Hoines, lowa. TEMPORARY EASENENT; 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 fourthwest Quarter ( $SW_{\pm}^{1}$ ) of Section nine (9), Township seventy-eight (78) North, Range weity-four (24) West of the fifth (5) Arincipal Heridian, cher lies sheth of a line that is in (10) feat south of and par liel to the aforesaid center time of the Des Moines Union Rallre d'right-of-way, said pare I extending from the west line of said, devergment Lot five (5) j. a line that is aleven undred (1100) fast east of and parallel to the west line of said 'overnment Lot five (5), all now included in and forming the part of the City of Des Hoines, lower MININUM RIGHTS TO BE OBTAINED: Perpetual Easement A perpetual and assignable right an 'easement for the purpose of entering there on to construct, maintain, repair, open te, patrol and replace a flood protection a levee, storm drainage pipe and gat: well including all appurtenances thereto. TENPORARY. EASEMENT -Temporary easement in and to lands for the purpose of entering thereon to deposit fill moterial. R. S. Hick Line &

36471

EASEMENT

NO. POLK COUNTY, IOWA 2<sup>20</sup> DCT - 9 1969 NEH, MALEY, RECORDER

THE ALL MEN BY THESE PRESENTS:

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For and in consideration of One & 00/100 (\$1.00) TOTAT and other good and valuable consideration Der Moines Mnion 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 % of Section 8-78-24 and that part of Lot 5 of the Official Plat of the NW % or 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 Farallel to the South line of the M. & St. L. Railway right of way;

alsc

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 4 of Section 9-78-24 that is 80 reet 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 NWPly along the South line of the N. & Et L. right of way to the NW corner of · said Lot 6; thence South to the place of beginning

also

500×4075 ++4313

300r4075 PAGE 314

-2-

Commencing at a point 180 feet East of the West ½ 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 oast of the West section line of the NW ½ 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 & 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. & 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 aforedescribed 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.

Saptember Dated this \_\_\_\_29 day of Averyady, 1969.

DES MOINES UNION RAILWAY COMPANY

arm m BY F. G. McGinn President BY Dr. J. Hubbell M. F. Hubbell, Secretary

FORM APPROVED maguner

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APPROVED

• Pydident - Chief Engineer\*/

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STATE OF IOWA ) ) SS COUNTY OF POLK )

September On this <u>29</u> day of **ANGURE**, A.D., 1969 before me, the undersigned, a Notary Public in and for Polk County, Iowa, personally appeared ECOCOCOMMENTS and M. P. Hills personally known who being by me duly sworn state that the respectively President and Secretary of said Des Moines Union Railway Company, that the <u>said affixed to said instrument is the seal of said Corporation (nounerbulnessingenoosped-typebouenest inspectation) and that the said instrument was signed and sealed on behalf of said Corporation by authority of its Board of F. G. NcGinn Directors and the said <u>ECOCOCOMMENT</u> and M. F. Hubbell acknowledge the execution of said instrument to be the voluntary act and deed of said corporation by it voluntarily executed.</u>

2 Г

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



BOCK 4075 PAGE 315

FLOOD CONTRO'. TEMPORARY EASEMENT DEED

39676 POLK COUNTY, IOWA ATO/SNOV - 6 1969 IRENE H, MALEY, RECORDER here

KNOW ALL MEN BY THESE PRESENTS, that DES MOINES UNION RATIMAY COMPANY Polk County \_\_\_\_, in consideration of the sum of of ONE (1) AND NO/100 DOLLAR , in hand paid by the City of Des Moines, Iova, does hereby grant, bargain, sell and Lonvey 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, 1972following 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 descriptior for the perpetual easement to be obtained, all now included in and forming a part of the City of Des Moines, Iowa.

EDD/4077 #421421

500x41)77 PAGE 422

-2-

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 hereinsbove 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 <u>DES MOINES UNION RAILWAY</u> CO. does hereby covenant to warrant and defend the title to the said premises against the lawful claims of all persons whomsoever.

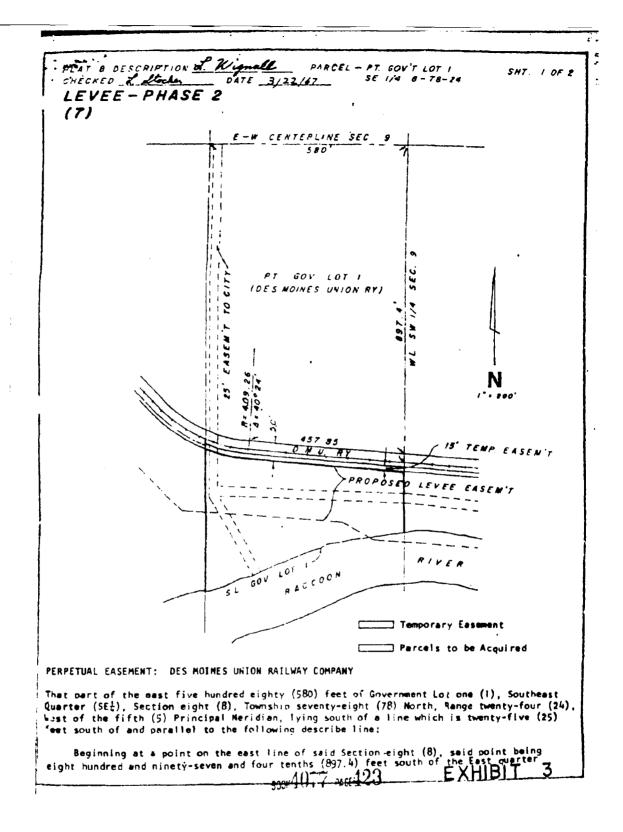
Signed this 22 day of <u>CCTOBER</u>, 1969.

4 8 8

DES MOINES UNION RAILMAY CO.

Attest:

Dr. J. Hubbell Secretary



BOOK 41177 MEL 424 of Wignall Art Fir Pt. Govit Lot 1 541 2 2 . . JATE 3'22/67\_ 182 C 6 (7) corner thereof; thence westerly on a line which makes an angle (measured north to vest of eighty-five degrees and thirty-one munutes (850-314) with the East line of said Section eight (8), a distance of four hundred fifty-seven and eighty-five hundredths (457,65) feet, thence northwesterly on a thirteen degrees and fifty minutes (130-50) curve to the right a distance of two nundred eighty-eight and si-ty-eight hundredths (288,68) fast; thence northwesterly on a tangent to the last name 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  $(130-7^{\circ})$  curve to the right. a distance of three hundred ninety one and sixty-one hundredths (3"1,61) feet, thence northerly on a tangent to the last named curve, a distance of fourteen and two hundred. the (14.02) feet; thence northeesterly on a thirteen degrees and fifty-six monutes (130-561) curve to the right a distance of two hundred fifty-seven and seven hundredths (257.07) feet; thence nontheasterly on a tangent to the last named curve a distance of a twelve and eight hundred ths (12.08) feat; thence northeasterly on an eleven degrees and fifty-two minutes  $(110+52^{+})$  curve to the right a distance of two hundred fifty-four and twenty-seven hundredths (254.27) feet to intersect the south promerty 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 (110-521) 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 UN ON RR Co. That part of the bast five hundred and eighty (580) feet of Government Lot one the Southeast Quarter (SEE) 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 Hoines Union Reilroad 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 rectioned right-of-way, said centerline being described in the description for the perpetual easement to be obtained, all new included in and forming a part of the City of Des Hoines, Iowa HINIMUM RIGHTS TO BE OBTAINED: Percetual Easoment A perpetual and assignable right and easement for the purpose of entering thereon to construct, maintain, repair, operate, patrol and replace a flood protection leves including all appurtenances therete Temporary Easement Temporary easement for purpose of entering thereon to deposit fill meterial. -EXHIBIT 3

10754 GR RECORD NUVI 2 1969 AM /2 50 NUVI 2 1969 AM /2 50 NUVI 2 REGORDER

LICENBEE'S COPY ......

SER 13 1964 4052

#### PIPE LINE AGREEMENT

A THIS AGREEMENT, made and entered into this the // day of DEPTEMPER, 1967. ADVANDED WEAM CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD COMPANY, a Wisconsin a thore in the reinafter referred to as the WRINKONGCHIM "Milwaukee Company" and DES NOINES UNION a thore is a start of the referred to as the WRINKONGCHIM "Milwaukee Company" and DES NOINES UNION a thore is a start of the referred to as the WRINKONGCHIM "Milwaukee Company" and DES NOINES UNION a thore is a start of the referred to as the WRINKONGCHIM "Milwaukee Company" and DES NOINES UNION a thore is a start of the referred to as the WRINKONGCHIM "Milwaukee Company" and DES NOINES UNION a thore is a start of the referred to as the WRINKONGCHIM "Milwaukee Company" and DES NOINES UNION a thore is a start of the referred to as the WRINKONGCHIM "Milwaukee Company" and DES NOINES UNION a thore is a start of the referred to as the WRINKONGCHIM "Milwaukee Company" and DES NOINES UNION a thore is a start of the referred to as the WRINKONGCHIM "Milwaukee Company" and DES NOINES UNION a thore is a start of the referred to as the WRINKONGCHIM "Milwaukee Company" and DES NOINES UNION a thore is a start of the referred to as the WRINKONGCHIM "MILWAUKEE COMPANY" and DES NOINES Company", a start of the write the referred to as the "Des Noines Company", a start of the write the write the referred to a start of the referred to a start of the referred to a start of the write the write the referred to a start of the referred to

CITY OF DES MOINES IN THE COUNTY OF POLK AND STATE OF ICHA

, hereinafter called the "Licensee," (if more than one dicensee/said term and all language herein referring thereto shall be interpreted in the plural and refers foldily and severally to such licensees).

#### WITNESSETH

That WHEREAS, the licensee desires the right to install, maintain and operate a certain pipe upon,

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to besused for the purpose hereinafter set forth.

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NOW, THEREFORE, the parties mutually agree as follows:

Polk

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 hereopagerita interest

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 cosing 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-sight inch (78") reinforced concrete pipe, 3 feet below base of rail, extending undermath the right of way and tracks of the Bailroad 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".

8. 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.

/filwaukee Company 5. The Licensee shall pay to the Raizzast upon execution of this agreement the sum of Rivernoise Dollars (SEENOG) 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 harmiess the Railroad and the Railroad's property from and against any and all liens or claims on account of any such assessments or taxes.

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BOOK 4087 PAGE 46

6. The Licensee shall bear the ontire cost and expense incurred in connection with the construction, maintenance, renewal and removal of and 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 potifying 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 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. Provided 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

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 linblity, loas, 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 items may be accordent to be performed all sould an investigation of a second dependent of the second second and the second se

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In case of termination in any manner herein provided the Licensee shall have no claim or redress of saily 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 behefit 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 affect so doignal the said pipe shall remain in place and in use by the Licensee. Should the Licenses with any time cease to use the said pipe, ithe 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 Mamorandam 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 11,000,000 for all c mager crising out of bodily injuries to or death of two or more persons in any bus occurrence; and not less \$1 n \$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 lows 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 PACHTIC RAILROAD COMPANY, ÷.

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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. 4656, passed on the day of Serecondate, 1969 and this certificate is made pursuant to authority contained in said Resolution.

,1969 Signed this of RUAN N. Med Luce

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

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16. It is understood and agreed that agreement dated April 29, 1968 between the City of Des Moines, Iowa, Acri Grocery Mholessie Company, Bas Moines Union Reilway Company, Dico Gompany, 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, Milwaukaa, St. Paul and Pacific Railroad Company and Das 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 Der Moines Company shall ac set rately assert or enforce any such right or privilege wich such action will interact or conflict with any right or privilege of the Milwaukee Company or the Des Moines Company hersunder.

IN WITHESS WHEREOF, the parties hereto have executed this agreement the day and year first above written.

RECOVE All Secretary ssistant 'U'1 5 Secretary • 2 Attes DITY CLERK

Title

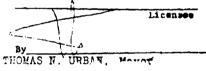
CHICAGO, MILHAUKER, ST. PAUL AND PACIFIC BAILBOAD COMPANY,

By President

DES MOINES UNION RAILWAY COMPANY

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CITY OF DES MOINES IN THE COUNTY OF POLE AND STATE OF IONA



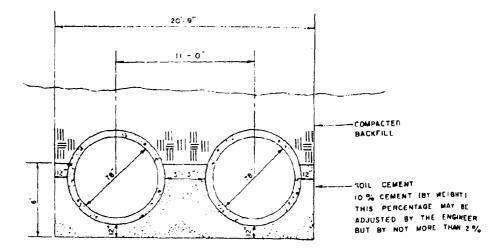
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Address: Des Moines, Iowa

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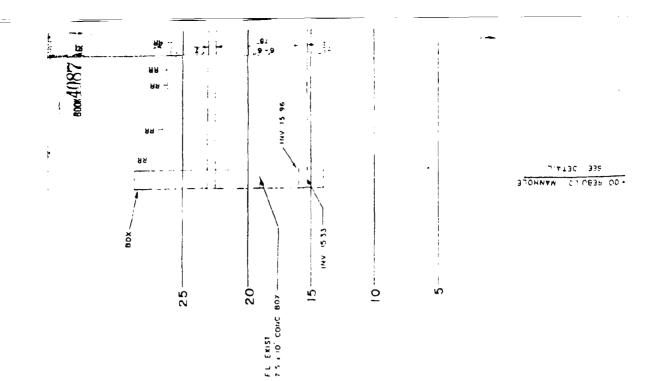
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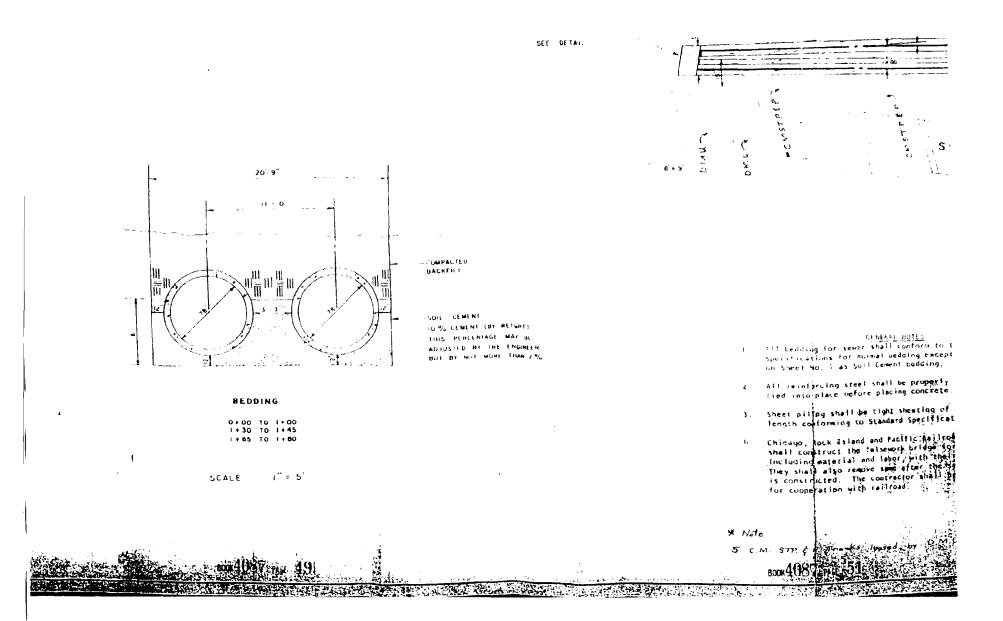


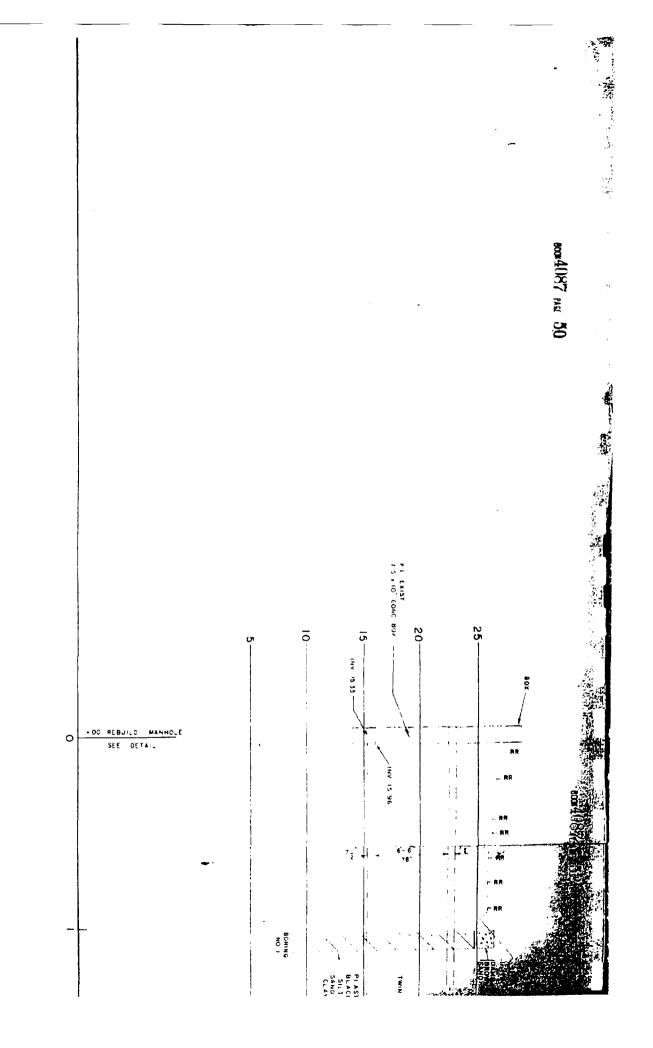
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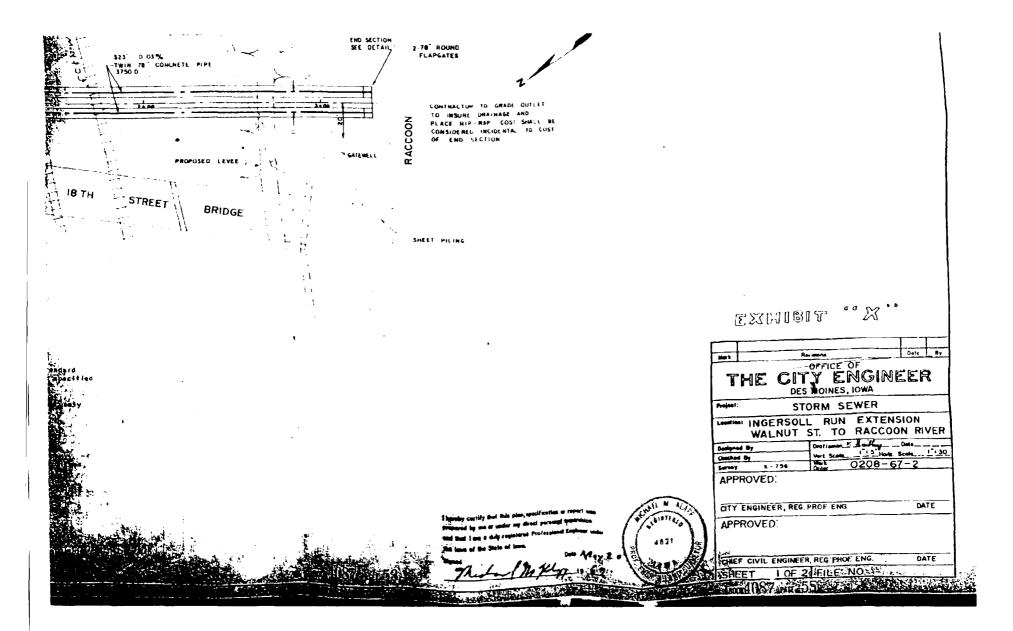
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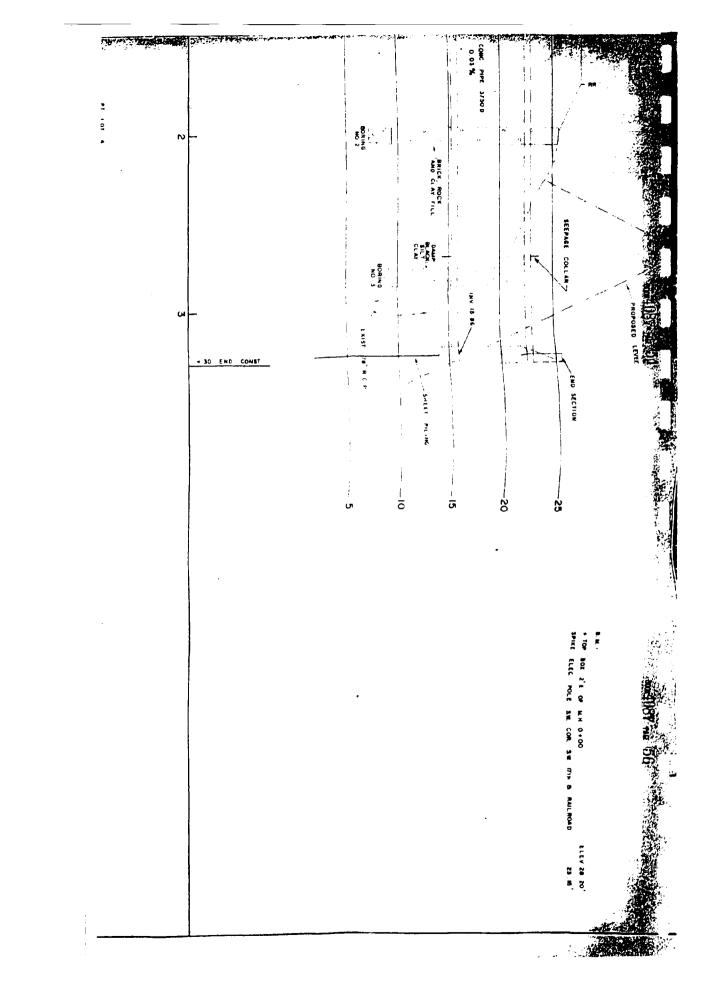
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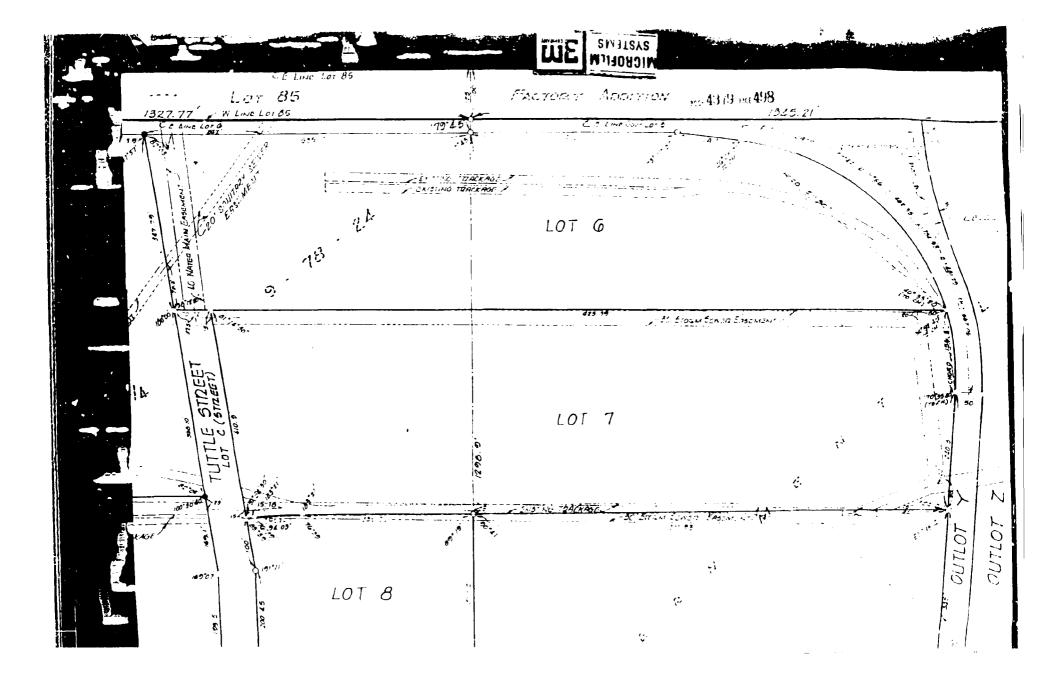


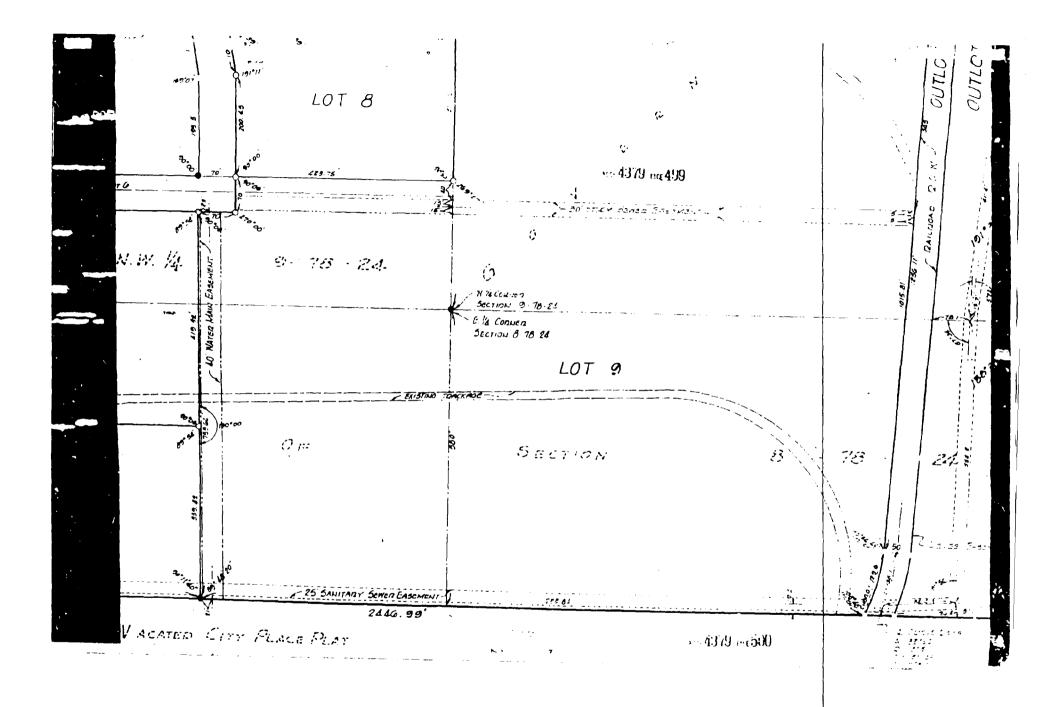


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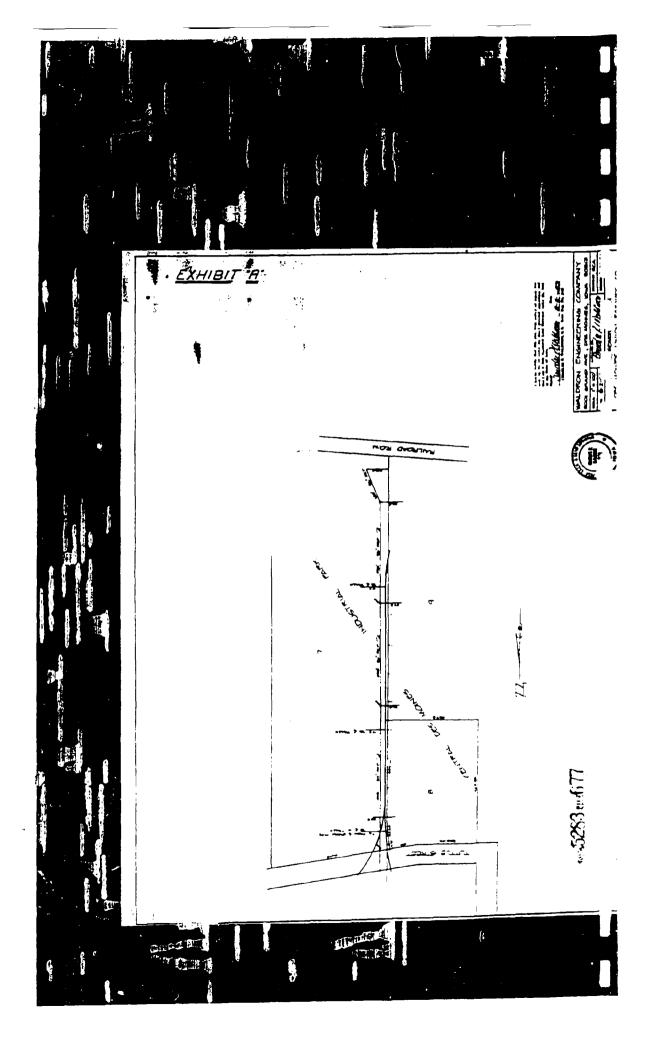


	EASEMENT FOR SEWER RIGHT-OF-WAX
	of the County of Polk and State of Iowa, in consideration of the sum of One Dollar (\$1.00) in hand paid by the City of Des Moines, Iowa, the receipt of which is hereby acknowledged, do hereby sell, grant, and convey unto the City of Des Moines, in the County of Polk and State of Iows, a perpetual easement and right-of-way under, through and acrossLots 6, 7 & 9 of Central Des Moines Indus, ial Park, on Auditor's Plot (As shown on ottached Exhibit "A") More the
	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 the 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: 21 day of Zeoloscher 19.72
	Iftle: Reactivity - Rest of the set of the se
-	CDM: 4-123 Nothry Public in and for Polk County, Jown. Both 4:3/9 Hare 4:37





1. 2 Bk: . ..... AFFIDAVIT CONFIRMING ERROR ON PLATED BY AGENT OF AGENT OF OWNERS IN POSSESSION OF THE REAL ESTATE INVOLVED STATE OF ION. COUNTY OF POL HEREIN. ... maxin CHARLES P. WALDRON INCINEERING CO. W of \_ being first duly sworn, on oath do depose and say: DES MOINES, IOWA L That I are a ruly Registered Land Surveyor under the laws of the State of Iows and prepared CENTRAL DES MOINES INDUSTRIAL PARK Delet known as and recorded in the records of the Polk County Recorder, Rock "Q" Page 403 2. That in appreciable error or cusincion in the data shown on said plat has been detected by ent ( amins ion or revealed by retracement of the lines during the original survey of the nde as show n on the plans and by this affid: elt, I am confirming that error or omission was made. 2. T. the error is 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 17 ft either side. 5. That I make the affidavit " order that the same rt." be filed for record under the provision of ction 409.32 of the Code of Im 12, as amended. Deted at Des Moines, IA this With day of September .19 .3.3 Hundsi Klindarar 3133-10W2 Registration No. Subscribed in my presence and sworn to before me by the said Charles P. Waldron day of \_\_\_\_\_September 1983 this\_<sup>9</sup> Notary Public INST NO. 12052 POLK COUNTY, IGWA If included in the City of Des Moines, approved 600 by Land Records, Engineering Department, City of Des Moines, Iowa. SEP 09 1983 A.M. 2.14 A 1 1/ SZ KATE SHINSTINE HOLSCHUH Preceser Signed Michael M. Klapp, L.S. Rog. 4821 By Michael M. Klapp, L.S. Rog. 4821 AT //.52 16,5283 m 676 2021 11 1971

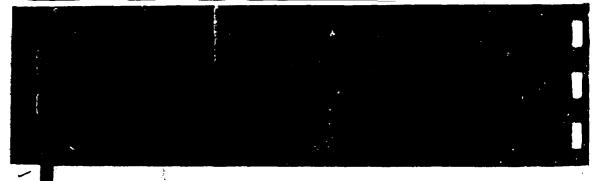


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NUT. NE. 0474 POLK F UNTY, I HILED OR RECO	ARTICLES OF MERGER
AT MAR 08 198	
- Virgini merger Iowa co	Pursuant to Sections 496A.72 and 496A.74 of the Iowa notated. Norfolk and Western Railway Company ("NW"), a a corporation and the surviving corporation in the (the "Merger") of Des Moines Union Railway Company, an rporation ("DMU"), into NW, hereby sets forth the ng Articles of Merger: <u>FIRST</u> : The Plan of Merger ("Plan of Merger") is as
follows	
	<ol> <li>Name of the Surviving Corporation. The name which the surviving corporation shall have after the merger shall be:</li> </ol>
	Norfolk and Western Railway Company 3. <u>Terms_and_Conditions</u> . 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.
NAME CONTRACTOR	4. <u>Conversion of Shares</u> . 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
ADDRESS	006 600x 6068 page 229

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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.

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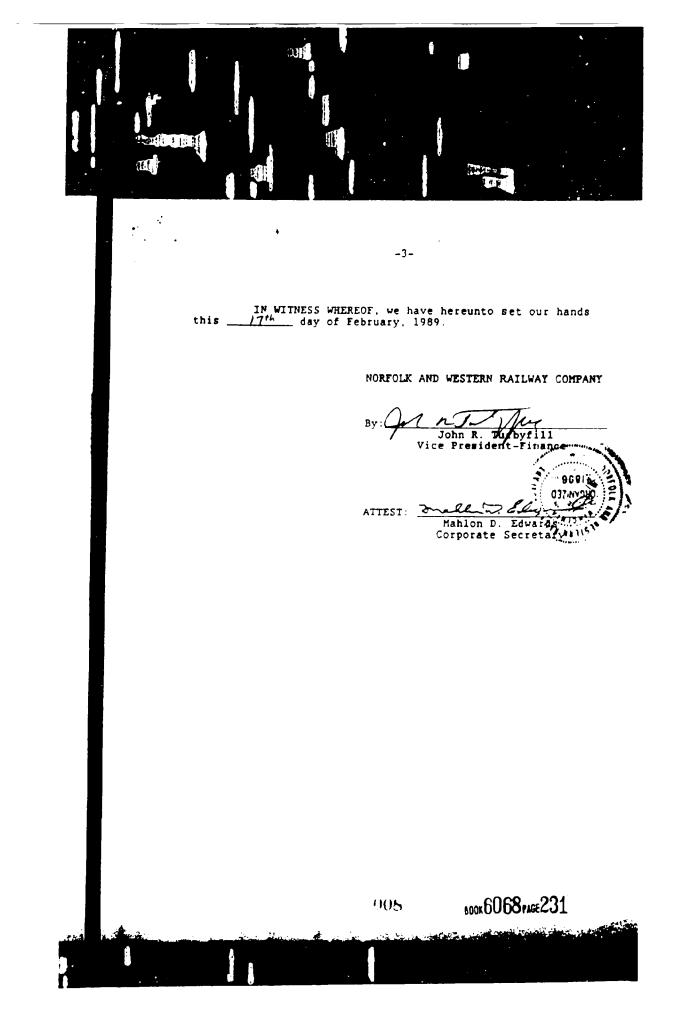
5. <u>Miscellaneous</u>. The merger will not effect any changes in the terms or provisions of the Articles of Incorporation or Bylaws of NW, the surviving corporation.

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.

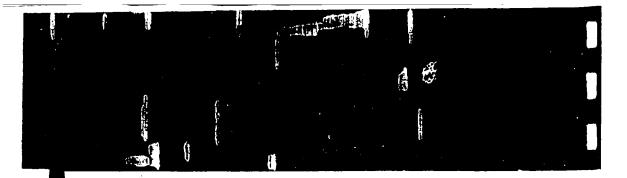
**THIRD:** NW, the surviving corporation, is the owner of all the issued shares of DMU and waived the mailing of a copy of the Plan of Merger.

EOURTH: 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 preceding. 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 vith respect to the rights of dissenting shareholders.

**ELETH:** 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.



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COMMONWEALTH OF VIRGINIA) CITY OF NORFOLK

On this <u>17</u><sup>th</sup>day of <u>Fibruar</u>, 1989, before me a Notary Public, personally appeared <u>for the first field</u>, to me personally known, who, being by me duly sworn, says he is a <u>incufrencial final coof</u> 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.



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Notary Public

My Commission expires:

## JULY 16, 1990

FILED in the Office of the Secretary of State of iow. By: <u>Curcan Fred View The Cetto</u> pery PA (20 01 999) - FIE En Vable Belda Cert. No. <u>CIII234</u> ELAINE BAXTER, Secretary of State



•	RETURN TO:
	This instrument prepared by:
	B. Louise Bugg, Esq.
	Norfolk Southern Corporation
	Suite 1702, One Georgia Center
	600 West Peachtree SL, NW
	Atianta, Georgia 30308-3603
	(404) 527-3212

STATE OF IOWA

COUNTY OF POLK

## FILED FOR RECORD POLK COUNTY, IOWA

DO APR 25 P 2: 07 A TIMOTHY J. BRIEN RECORDER

7-00 16 6 00 Roll Call

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AUDITOR	FEE	<u>5.</u> c	20

#### OUTTCLAIM 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 aituated 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.

Authors and a series tools not be tools and 20 my of 2000 of R 200. By ter 2. 5 - otherson Michael A MAURO Author

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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  $\beta \mathcal{L}$  day of April, 2000.

ATTEST:

NORFOLK SOUTHERN RAILWAY COMPANY

cretary

Real Estate Manager

STATE OF GEORGIA )
COUNTY OF FULTON )

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> On this <u>btl</u> day of April, 2000, before me, a Notary Public, in and for said County, personally appeared <u>5.G. Portoell</u>, 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 <u>Mary Ann Mullady</u> acknowledged the execution of said instrument to be the voluntary act and deed of said corporation by it voluntarily executed.</u>

Sheron W. Mull Notary Public

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Notary Public, Fayerine County, Georgie My Commission Expires: My Commission Expires May 21, 2002

BLB: 1/6/2000 LAQCDNW.WP 1024295gcd.wpd

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. $\frac{0.0-1069}{1000}$  passed on the  $\frac{17}{1000}$  day of \_\_\_\_\_\_\_, 2000, and this certificate is made pursuant to authority contained in said Resolution.

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24 they of april 2000. Signed this D Se onia

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

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## EXHIBIT A

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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°3722" 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 FRET (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.

## EXHIBIT B

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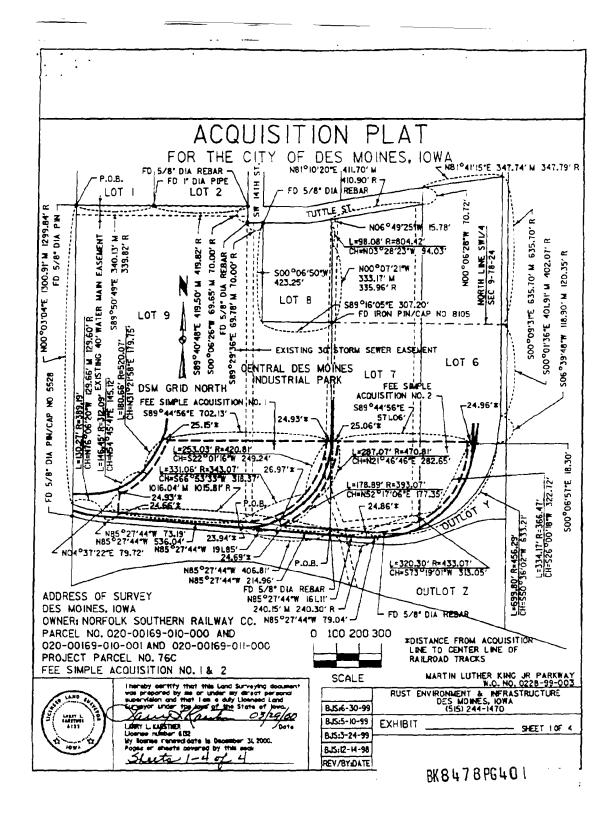
;. .

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:

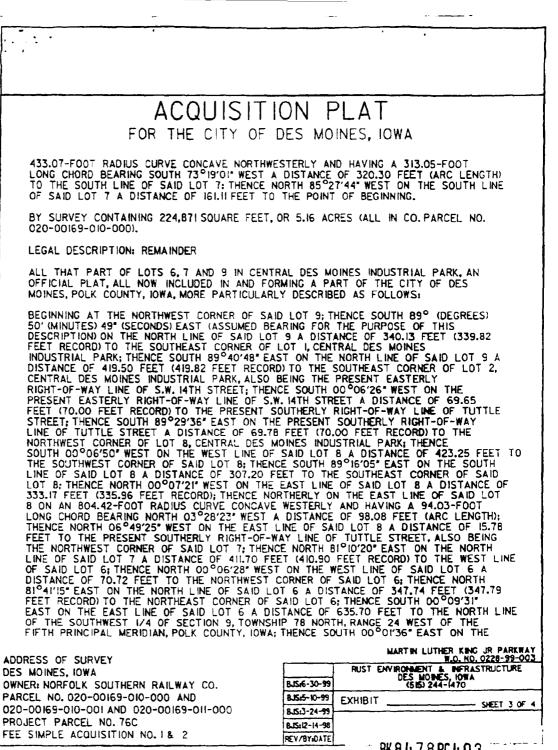
BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT 9; THENCE NORTH 85° (DEGREES) 27 (MINUTES) 44" (SECONDS) WEST (ASSUMED BEARING FOR THE PURPOSE OF THIS DESCRIPTION) ON THE SOUTH LINE OF SAID LOT 9 A DISTANCE OF 214.96 FEET; THENCE NORTHEASTERLY ON A 393.07-FOOT RADIUS CURVE CONCAVE NORTHWESTERLY AND HAVING A 177.35-FOOT LONG CHORD BEARING NORTH 52°1706" 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

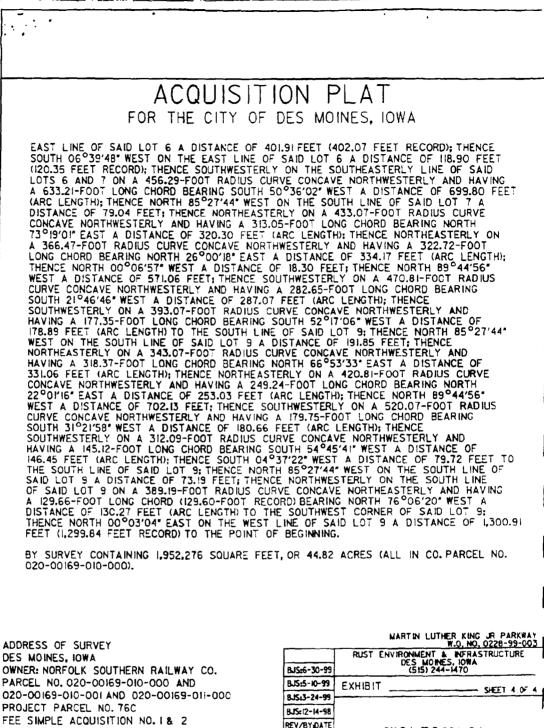
433.07-FOOT RADIUS CURVE CONCAVE NORTHWESTERLY AND HAVING A 313.05-FOOT LONG CHORD BEARING SOUTH 73°19'01" WEST A DISTANCE OF 320.30 FEET (ARC LENGTH) TO THE SOUTH LINE OF SAID LOT 7: THENCE NORTH 85°27'44" WEST ON THE SOUTH LINE OF SAID LOT 7 A DISTANCE OF 161.11 FEET TO THE POINT OF BEGINNING.

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.



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		QUISIT		-	
	FOR TH	E CITY OF	DES MOIN	ES, IOWA	
LEGAL DE	SCRIPTION: FEE SIM	PLE ACQUISITION	NO. 1		
ALL NOW	PART OF LOT 9 IN INCLUDED IN AND F OWA, MORE PARTICUL	ORMING A PART	OF THE CITY O	RIAL PARK, AN OFF DF DES MOINES, PO	ICIAL PLAT, LK
(DEGREES) OF THIS [ THE POIN NORTH 85 THENCE N A 312.09- LONG CHO THENCE N AND HAVII 180.66 FE THENCE S WEST A D 343.07-FO LONG CHO	NG AT THE SOUTHEA 27' (MINUTES) 44" (S DESCRIPTION) ON THE T OF BEGINNING OF "27'44" WEST ON TH ORTH 04"37'22" EAS FOOT RADIUS CURVE RD BEARING NORTH ORTHEASTERLY ON A NG A 179.75-FOOT L ET (ARC LENGTH); TH OUTHWESTERLY ON A TERLY AND HAVING DISTANCE OF 253.03 OT RADIUS CURVE C RD BEARING SOUTH OINT OF BEGINNING.	ECONDS) WEST (A SOUTH LINE OF THE PARCEL HER E SOUTH LINE O T A DISTANCE C CONCAVE NORT 54°45'41" EAST S20.07-FOOT R ONG CHORD BEAF HENCE SOUTH 89' A 420.81-FOOT R A 420.81-FOOT R FEET (ARC LENG CONCAVE NORTHW	SSUMED BEARIN SAID LOT 9 A REIN DESCRIBED IF SAID LOT 9 JF 79.72 FEET; HWESTERLY AND A DISTANCE OF RADIUS CURVE OF RADIUS CURVE OF LONG CHORD BI STHD; THENCE SO ESTERLY AND	IG FOR THE PURPC DISTANCE OF 400 THENCE CONTINUI A DISTANCE OF 5: THENCE NORTHEAS HAVING A 145.12- 146.45 FEET (ARC CONCAVE NORTHWES 21'58" EAST A DIS OISTANCE OF 702 ONCAVE EARING SOUTH 22° DUTHWESTERLY ON 1AVING A 318.37-FI	5.81 FEET TO NG TERLY ON FOOT : LENGTH); STERLY :TANCE OF 2.13 FEET; OI'16 A OOT
	Y CONTAINING 255,0 -010-000}.	BB.SQUARE FEET	, OR 5.86 ACR	ES (ALL IN CO. PAF	ICEL NO.
LEGAL DES	SCRIPTION: FEE SIMP	LE ACQUISITION	NO. 2		
OFFICIAL	PART OF LOTS 6,7 PLAT, ALL NOW INCL DLK COUNTY, IOWA, M	LIDED IN AND FO	RMING A PART	OF THE CITY OF	
27' (MINUT DESCRIPTI NORTHEAS HAVING A I78.89 FEE CONCAVE 21°46'46" A DISTANC THENCE SC NORTHWES	AT THE SOUTHEAST ES) 44" (SECONDS) WE ON) ON THE SOUTH L TERLY ON A 393.07- 177.35-FOOT LONG ( TT (ARC LENGTH); TH NORTHWESTERLY AND EAST A DISTANCE C DUTHWESTERLY ON A TERLY AND HAVING ISTANCE OF 334.17 (	INE (ASSUMED BE INE OF SAID LO FOOT RADIUS CL CHORD BEARING I ENCE NORTHEAST HAVING A 282. F 287.07 FEET THENCE SOUTH O 356.47-FOOT R A 322.72-FOOT L	EARING FOR TH T 9 A DISTANC URVE CONCAVE NORTH 52°17'00 FERLY ON A 47 65-FOOT LONG (ARC LENGTH); 0°06'57" EAST ADIUS CURVE C LONG CHORD BE	E PURPOSE OF THI E OF 214.96 FEET; NORTHWESTERLY A 5" EAST A DISTANC 0.81-FOOT RADIUS CHORD BEARING N THENCE SOUTH 89° A DISTANCE OF IN ONCAVE ARING SOUTH 26°	S THENCE ND E OF CURVE DRTH 44'56" EAST 8.30 FEET; 00'18"
DORESS OF S	URVEY				R KING JR PAR
ES MOINES, IO	DWA _K_SOUTHERN_RAILW/	AY CO.	8.15:6-30-99	RUST ENVIRONMENT & DES MOINES (515) 244-	INFRASTRUCTUR I IOWA 1470
ARCEL NO. 02	0-00169-010-000 A	ND	8-5-5-10-99 E	KHIBIT	SHEET 2
ROJECT PARC			BJS13-24-99		
EE SIMPLE A	COUISITION NO. 1 & 2	2	REV/BY DATE		





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	1-17-00
Agenda item	
Roll Call #	00-7067

STATE OF IOWA

## COUNTY OF POLK

## INST # 0.81246 RECORDING FEE /8.00 AUDITOR FEE

## DEED OF EASEMENT

THIS INDENTURE, made and entered into this <u>u</u> 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"):

WTTNESSETH: 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:

A PERMANENT EASEMENT OR RIGHT OF WAY over, upon and across parcels of land situate, lying and being in Polk County, lowa, 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.

397161

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, lowa, 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 may be requisite; it being understood that if Grantor, its affiliates, subsidiaries, parent corporations, successors, assigns, licensees and/or lessees 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 area as may be necessary to accommodate the work of Grantor, its affiliates, subsidiaries, parent corporations, successors, assigns, licensees and/or lessees.

- 2 -

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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, 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;

- 3 -

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(d) Grantee shall provide Grantor's Superintendent as well as the lowa 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.

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(c) 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 hercunder 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 expenses 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.

- 4 -

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:

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NORFOLK SOUTHERN RAIL WAY COMPANY By

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regi at Secretary

Real Estate Manager

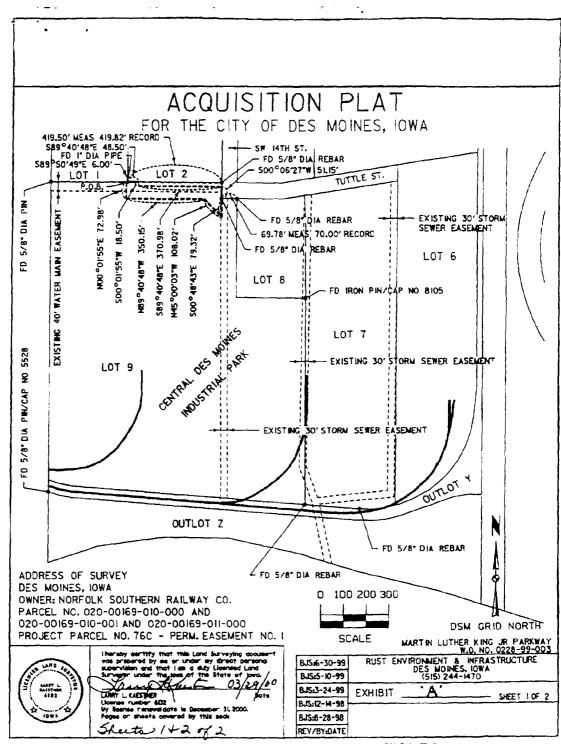
BLB/Decd of Easement 2-11-00

- 5 -

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.  $\frac{OO - 106P}{106P}$ , passed on the  $\frac{7740}{20}$  day of  $\frac{append}{200}$ ,  $\frac{2000}{200}$ , and this certificate is made pursuant to authority contained in said Resolution.

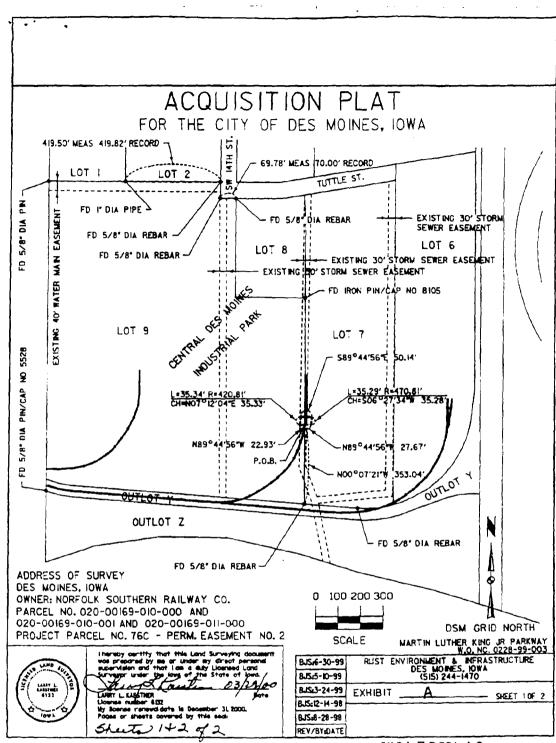
the day of Q Signed this \_24 \_ 20<u>́0</u>0 anu ma

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

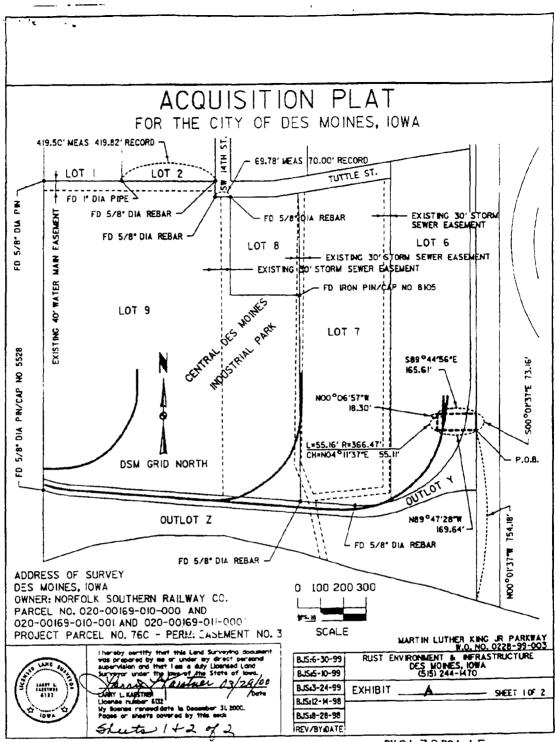


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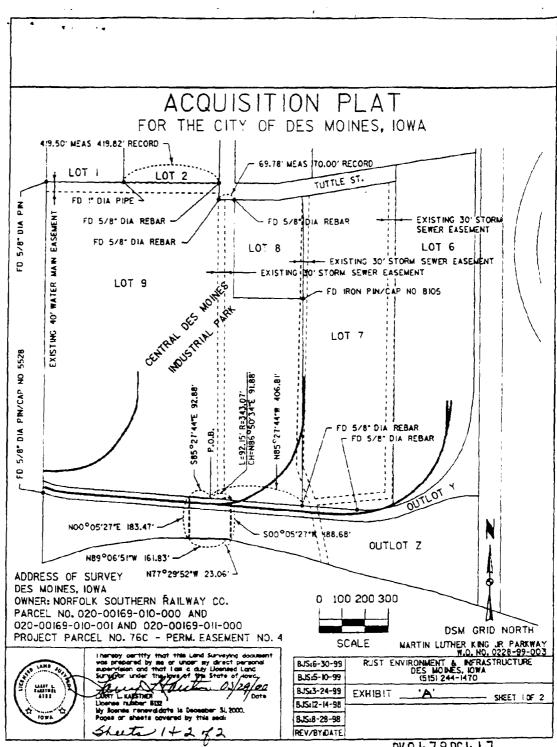
ACQUISITION PLAT FOR THE CITY OF DES MOINES, IOWA
LEGAL DESCRIPTION: PERMANENT EASEMENT NO. 1
ALL THAT PART OF LOT 9 IN CENTRAL DES MOINES INDUSTRIAL PARK, AN OFFICIAL PLAT, ALL NOW INCLUDED IN AND FORMING & PART OF THE CITY OF DES MOINES, POLK COUNTY, IOWA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:
BEGINNING 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.
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 NC. 1 BLS:d-28-99 PROJECT PARCEL NO. 76C - PERM. EASEMENT NC. 1



ADDRESS OF SURVEY DESS OF SURVEY DESS OF SURVEY DESS MOINES, IOUSTAINING I,766 SOUARE FEET. ADDRESS OF SURVEY DESS MOINES, IOUSTAINING I,766 SOUARE FEET. ADDRESS OF SURVEY DES MOINES, IOUSTAINING I,766 SOUARE FEET. ADDRESS OF SURVEY DES MOINES, IOUSTAINENT RAILWAY CO. PRAJECT VALUES INTERN RAILWAY CO. PRAJECT PARCEL NO. 76C - PERM. EASEMENT NO. 2 ADDRESS OF SURVEY DES MOINES, IOUSA DES MOINES INCLUE TO THE PARCE INCLUSION DESCRIPTIONER AT THE SOUTHWEST OF THE POINT OF BEGINNING. BY SURVEY CONTAINING I,766 SOUARE FEET. ADDRESS OF SURVEY DES MOINES, IOWA DISTAINCE OF SOUTHERN RAILWAY CO. PRAJECT PARCEL NO. 76C - PERM. EASEMENT NO. 2 DESCRIPTIONER INCLUSION THE WEY AND HAVING A SOUARE FEET. ADDRESS OF SURVEY DES MOINES, IOWA DISTAINCE OF SOUTHERN RAILWAY CO. PRAJECT PARCEL NO. 76C - PERM. EASEMENT NO. 2 DESMONS OF OUR DESTINEER AND HAVING A SOUARE FEET. ADDRESS OF SURVEY DES MOINES, IOWA DISTAINCE OF SOUTHERN RAILWAY CO. PRAJECT PARCEL NO. 76C - PERM. EASEMENT NO. 2 DESMONS OF SURVEY DESMONS OF S		
FOR THE CITY OF DES MOINES, IOWA         LEGAL DESCRIPTION: PERMANENT EASEMENT NC.2         ALL THAT PART OF LOTS T AND 9 IN CENTRAL DES MOINES INDUSTRIAL PARK, AN OFFICIAL PLAT, ALL NOW INCLUDED IN AND FORING 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 OO <sup>0</sup> (DEGREES) OF MUNITES) 2" (SECONDS WEST LASSUMED BEARING FOR THE PURPOSE OF THIS DESCRIPTION ON THE WEST LINE OF SAID LOT 7; A DISTANCE OF 35:04 FEET TO THE POINT OF BECINNING OF THE PARCEL (ASSUMED BEARING FOR THE PURPOSE OF THIS DESCRIPTION ON THE WEST LINE OF SAID LOT 7; A DISTANCE OF 35:04 FEET TO THE POINT OF BECINNING OF THE PARCEL LONG CHORD BEARING FOR TADIUS CURVE CONCAVE NORTHWESTERLY AND HAVING 3:33:FOOT LONG CHORD BEARING NOUTH OF 20:04" EAST A DISTANCE OF 35:24 FOOT LONG CHORD BEARING NOUTH OF 20:04" EAST A DISTANCE OF 35:24 FEET (ARC LENGTH); THENCE NORTH B9°44'56" EAST A DISTANCE OF SULLY ET; THENCE SOUTHERLY ON A 470.BI-FOOT RADIUS CURVE CONCAVE NORTHWESTERLY AND HAVING 3:526 FOOT LONG CHORD BEARING NOUTH OF 27'34" WEST A DISTANCE OF 35:29 FEET (ARC LENGTH); THENCE NORTH B9°44'56" WEST A DISTANCE OF 21:67 FEET TO THE POINT OF BEGINNING.         BY SURVEY CONTAINING I,766 SOUARE FEET.         ADDRESS OF SURVEY DES MOINES, IOWA OWNER: NORTUL'S SOUTHERN RAILWAY CO. PARCEL NO, C200-ODIS-DID-OOD AND C20-ODIGS-OID-OOD AND C20-ODIGS-OID-OOD AND C20-ODISG-OID-COOD PROJECT NARCE OSC - PERMENT NC.2	f.	•
FOR THE CITY OF DES MOINES, IOWA         LEGAL DESCRIPTION: PERMANENT EASEMENT NC.2         ALL THAT PART OF LOTS T AND 9 IN CENTRAL DES MOINES INDUSTRIAL PARK, AN OFFICIAL PLAT, ALL NOW INCLUDED IN AND FORWING A PART OF THE CITY OF DES MOINES, POLK COUNTY, IOWA, MORE PARTICULARLY DESCRIRED AS FOLLOWS:         COMMENCING AT THE SOUTHWEST CORNER OF SAID LOT 7; THENCE NORTH OO <sup>0</sup> (DEGREES) OF (MINUTES) 2" (SECONDS WEST (ASSUMED BEARING FOR THE PURPOSE OF THIS DESCRIPTION ON THE WEST LINE OF SAID LOT 7 A DISTANCE OF 35:04 FEET TO THE POINT OF BECINNING OF THE PARCEL (ASSUMED BEARING FOR THE PURPOSE OF THIS DESCRIPTION ON THE WEST LINE OF SAID LOT 7 A DISTANCE OF ADJUS CURVE CONCAVE NORTHWESTERLY AND MAYING 3:33:FOOT LONG CHORD BEARING NORTH 89°44'56' EAST A DISTANCE OF 50.14 FEET; THENCE SOUTHERLY ON A 420.81-FOOT RADIUS CURVE CONCAVE NORTHWESTERLY AND HAYING 3:528-FOOT LONG CHORD BEARING NORTH 89°44'56' WEST A DISTANCE OF 50.14 FEET; THENCE SOUTHERLY ON A 470.81-FOOT RADIUS CURVE CONCAVE NORTHWESTERLY AND HAYING 3:528-FOOT LONG CHORD BEARING NOUTH OF'27'34' WEST A DISTANCE OF 35:29 FEET (ARC LENGTH); THENCE NORTH 89°44'56' WEST A DISTANCE OF 20.14 FEET; THENCE SOUTHERLY ON A 470.81-FOOT RADIUS CURVE CONCAVE NORTHWESTERLY AND THE PARCEL AND CHORE CHORE HEATING SOUTH OF'27'34' WEST A DISTANCE OF 35:29 FEET (ARC LENGTH); THENCE NORTH 89°44'56' WEST A DISTANCE OF 20.14 FEET; THENCE SOUTHERLY OF BEGINNING.         BY SURVEY CONTAINING I,766 SOUARE FEET.         DES MOINES, IOWA OWNER: NORTOLK SOUTHERN RAILWAY CO. PARCEL NO, C200-ODIGS-DID-ODO AND C20-ODIGS-DID-ODO AND C20-ODIGS-D		
FOR THE CITY OF DES MOINES, IOWA         LEGAL DESCRIPTION: PERMANENT EASEMENT NC. 2         ALL THAT PART OF LOTS T AND 9 IN CENTRAL DES MOINES INDUSTRIAL PARK, AN OFFICIAL PLAT, ALL NOW INCLUDED IN AND FORING 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 OO° (DEGREES) OF 'UNIVES) 2" (SECONDS WEST LASSUMED BEARING FOR THE PURPOSE OF THIS DESCRIPTION ON THE WEST LINE OF SAID LOT 7 A DISTANCE OF 35.04 FEET TO THE POINT OF BECINNING OF THE PARCEL INSCIDE DERAINE NORTH B9°44'56' EAST A DISTANCE OF 22.93 FEET, THENCE NORTHERLY ON A 420.81-FOOT RADIUS CUTVE CONCAVE NORTHWESTERLY AND HAVING 3.53.3-FOOT LONG CHORD BEARING NORTH B9°44'56' EAST A DISTANCE OF SOLIA FEET; THENCE SOUTHERLY ON A 420.81-FOOT RADIUS CUTVE CONCAVE NORTHWESTERLY AND HAVING 3.52.82-FOOT LONG CHORD BEARING NORTH B9°44'56' WEST A DISTANCE OF 22.13F FEET TO THE PORT OF BEGINNING.         BY SURVEY CONTAINING 1,766 SOUARE FEET.		
LEGAL DESCRIPTION: PERMANENT EASEMENT NC. 2         ALL THAT PART OF LOTS T 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, IONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:         COMMENCING AT THE SOUTHWEST CORNER OF SAID LOT 7; THENCE NORTH DO <sup>O</sup> (DEGREES) OF (MINUTES) 2" (SECONDS WEST (ASSUMED BEARING FOR THE PURPOSE OF THIS DESCRIPTION) ON THE WEST LINE OF SAID LOT 7; DISTANCE OF 35:04 FEET TO THE POINT OF BECINNING OF THE PARCEL MERCIN DESCRIBED THENCE NORTH B9944'56" EAST ADISTANCE OF 22:03 FEET, THENCE NORTHERLY ON A 420.8H-FOOT RADIUS CURVE CONCAVE NORTHWESTERLY AND HAVING A 35:33-FOOT LONG CHORD BEARING FOR NAULY CONCAVE NORTHWESTERLY AND HAVING A 35:24-FOOT LONG CHORD BEARING SOUTH OF 22'0'4" EAST A DISTANCE OF 35:34 FEET (ARC LENGTH); THENCE SOUTH 89°44'56" EAST A DISTANCE OF 20:14 FEET; THEME SOUTHERLY ON A 470.8H-FOOT RADIUS CURVE CONCAVE NORTHWESTERLY AND HAVING A 35:24-FOOT LONG CHORD BEARING SOUTH O6°27'34" WEST A DISTANCE OF 35:24 FEET (ARC LENGTH); THENCE NORTH B9°44'56" WEST A DISTANCE OF 2:75 FEET TO THE POINT OF BEGINNING.         BY SURVEY CONTAINING I,766 SOUARE FEET.         ADDRESS OF SURVEY DES MOINES, IOWA OWNER: NORFOLK SOUTHERN RAILWAY CO. PARCEL NO, C20-OOIGS-0IO-000 AND C20-ODIGS-0IO-001 AND C20-OOIGS-0ID-000 PROJECT VARCE NG C: PERMINE ASSEMENT NC. 2         BUSD-4-39       CANT LUTHER REAC AS PARKAS. SEET 2 0".         DORES, IOWA OWNER: NORFOLK SOUTHERN RAILWAY CO. PARCEL NO, C20-OOIGS-0ID-000 AND C20-ODIGS-0ID-001 AND C20-OOIGS-0ID-000         CONCAS-OIGS-OID-000 AND C20-ODIGS-0ID-001 AND C20-ODIGS-0ID-000		
ALL THAT PART OF LOTS T 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 DESCRIED AS FOLLOWS: COMMERCING AT THE SOUTHWEST CORNER OF SAID LOT 7, THENCE NORTH 00° (DEGRES) 07' MINUTES) 21' CESCONDS' 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 BECINNING OF THE PARCEL HEREIN DESCRIBED, THENCE NORTH B9°44/56' WEST A DISTANCE OF 22.93 FEET; THENCE NORTHERLY ON A 420.81-FOOT RADIUS CURVE CONCAVE NORTHWESTERLY AND HAVING A 35.23-FOOT LONG CHORD BEARING NORTH OF 21'04' EAST A DISTANCE OF 35.34 FEET (ARC LENGTH; THENCE SOUTH B9°44/56' EAST A DISTANCE OF 50.14 FEET; THENCE SOUTHERLY ON A 470.81-FOOT RADIUS CURVE CONCAVE NORTHWESTERLY AND HAVING A 35.29 FEET (ARC LENGTH; THENCE SOUTH B9°44/56' WEST A DISTANCE OF 50.14 FEET; THENCE SOUTHERLY ON A 470.81-FOOT RADIUS CURVE CONCAVE NORTHWESTERLY AND HAVING A 35.29 FEET (ARC LENGTH; THENCE NORTH B9°44/56' WEST A DISTANCE OF 27.67 FEET TO THE POINT OF BEGINNING. BY SURVEY CONTAINING 1,766 SOUARE FEET. BY SURVEY CONTAINING 1,766 SOUARE FEET. BY SURVEY CONTAINING 1,766 SOUARE FEET. BUST ENDROMENT, SUTHERN RAILWAY CO. PARCEL NO, 020-00169-010-000 AND 020-00169-010-001 AND 020-00169-011-000 PROJECT PARCEL NO, C20-00169-010-000 AND 020-00169-010-001 AND 020-00169-011-000 BASD-24-99 EXHIBIT <u>A</u> 9EET 2 0' - 056024-99 BASD-24-99		
PLAT, ALL NOW INCLUDED IN AND FORVING 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 OO <sup>O</sup> (DEGRES) OT (MINUTES) 21' (SECONDS) WEST (ASSUMED BEARING FOR THE PURPOSE OF THIS DESCRIPTION ON THE WEST LINE OF SAID LOT 7 A DISTANCE OF 35.304 FEET TO THE POINT OF BEGINNING OF THE PARCEL HEREIN OR A 420,BI-FOOT RADIUS CURVE CONCAVE NORTHWESTERLY AND HAVING 35.33-FOOT LONG CHORD BEARING NORTH O7°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,BI-FOOT RADIUS CURVE CONCAVE NORTHWESTERLY AND MAVING 35.22-FOOT LONG CHORD BEARING NORTH D6°27'34' WEST A DISTANCE OF 35.29 FEET (ARC LENGTH); THENCE NORTH B9°44'56' WEST A DISTANCE OF 27.67 FEET TO THE POINT OF BEGINNING.         BY SURVEY CONTAINING 1,766 SQUARE FEET.         BY SURVEY CONTAINING 1,766 SQUARE FEET.         CONCES, IOWA OWNER, NORFOLK SUITHERN RAILWAY CO. PARCEL NO. 020-00169-010-000 AND 020-00169-010-001 AND 020-00169-011-000 PROJECT PARCEL NO. 76C - PERM. EASEMENT NC. 2		
(DECREES) 07' (MINUTES) 21' (SECONDS) WEST (ASSUMED BEARING FOR THE PURPOSE OF THIS DESCRIPTION) ON THE WEST LINE OF SADIO LOT 7 A DISTANCE OF 53.04 FEET TO THE POINT OF BEGINNING OF THE PARCEL HEREIN DESCRIBED; THENCE NORTH 89°44'56' WEST A DISTANCE OF 22.33 FEET; THENCE NORTHERLY ON A 420.0H-FOOT RADIUS CURVE CONCAVE NORTHWESTERLY AND HAVING A 35.37-FOOT LONG CHORD BEARING SOUTH 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 470.0H-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.         BY SURVEY CONTAINING 1,766 SQUARE FEET.         MADRESS OF SURVEY DES MOINES, 10WA         OWNER, NORFOLK SOUTHERN RAILWAY CO. PARCEL NO, 020-00169-010-000 AND 020-00169-010-001 AND 020-00169-011-000         BASID-14-38 DREES OF PARCEL NO. 020-00169-010-000 AND 020-00169-010-000 A		PLAT, ALL NOW INCLUDED IN AND FORMING A PART OF THE CITY OF DES MOINES, POLK
ADDRESS OF SURVEY DES MOINES, IOWA OWNER: NORFOLK SOUTHERN RAILWAY CO. PARCEL NO. 020-00169-010-000 AND 020-00169-010-000 AND 020-00169-011-000 PROJECT PARCEL NO. 76C - PERM. EASEMENT NC. 2 BJ56-28-98 ADDRESS OF SURVEY BJ56-30-99 RUST ENVIRONMENT & MFRASTRUCTURE DES MOMES, IOWA SUST ENVIRONMENT & MFRASTRUCTURE SUST		(DEGREES) 07' (MINUTES) 21" (SECONDS) WEST (ASSUMED BEARING FOR THE PURPOSE OF THIS DESCRIPTION) ON THE WEST LINE OF SAID LOT 7 & DISTANCE OF 353.04 FEET TO THE POINT OF BEGINNING OF THE PARCEL HEREIN DESCRIBED; THENCE NORTH 89°44'56" WEST & DISTANCE OF 22.93 FEET; THENCE NORTHERLY ON & 420.81-FOOT RADIUS CURVE CONCAVE NORTHWESTERLY AND HAVING & 35.33-FOOT LONG CHORD BEARING NORTH O7°12'04" EAST & DISTANCE OF 35.34 FEET (ARC LENGTH); THENCE SOUTH 89°44'56" EAST & DISTANCE OF 50.14 FEET; THENCE SOUTHERLY ON A 470.81-FOOT RADIUS CURVE CONCAVE NORTHWESTERLY AND HAVING & 35.28-FOOT LONG CHORD BEARING SOUTH 06°27'34" WEST & DISTANCE OF 35.29 FEET (ARC LENGTH); THENCE NORTH 89°44'56" WEST
ADDRESS OF SURVEY         NO. 0228-99-003           DES MOINES, IOWA         BJS6-30-99         RUST ENVIROMENT & NERSTRUCTURE           OWNER: NORFOLK SOUTHERN RAILWAY CO.         BJS5-0-99         CSI53 244-1470           PARCEL NO. 020-00169-010-000 AND         BJS3-24-99         EXHIBIT         'A'           020-00169-010-001 AND 020-00169-011-000         BJS12-14-98         SHEET 2 OF           PROJECT PARCEL NO. 76C - PERM. EASEMENT NC. 2         BJS18-28-98         SHEET 2 OF		BY SURVEY CONTAINING 1,766 SQUARE FEET.
ADDRESS OF SURVEY         NO. 0228-99-003           DES MOINES, IOWA         BJS6-30-99         RUST ENVIROMENT & NERSTRUCTURE           OWNER: NORFOLK SOUTHERN RAILWAY CO.         BJS5-0-99         CSI53 244-1470           PARCEL NO. 020-00169-010-000 AND         BJS3-24-99         EXHIBIT         'A'           020-00169-010-001 AND 020-00169-011-000         BJS12-14-98         SHEET 2 OF           PROJECT PARCEL NO. 76C - PERM. EASEMENT NC. 2         BJS18-28-98         SHEET 2 OF		
ADDRESS OF SURVEY         W.O. NO. 0228-99-003           DES MOINES, IOWA         BJS:6-30-99         RUST ENVIRONMENT & MERSTRUCTURE           OWNER: NORFOLK SOUTHERN RAILWAY CO.         BJS:5-10-99         CSIS) 244-1470           PARCEL NO. 020-00169-010-000 AND         BJS:3-24-99         EXHIBIT         'A'           020-00169-010-001 AND 020-00169-011-000         BJS:3-28-98         EXHIBIT         'A'           PROJECT PARCEL NO. 76C - PERM. EASEMENT NC. 2         BJS:8-28-98         EXHIBIT         'A'		
ADDRESS OF SURVEY         W.O. NO. 0228-99-003           DES MOINES, IOWA         BJS:6-30-99         RUST ENVIRONMENT & MERSTRUCTURE           OWNER: NORFOLK SOUTHERN RAILWAY CO.         BJS:5-10-99         CSIS) 244-1470           PARCEL NO. 020-00169-010-000 AND         BJS:3-24-99         EXHIBIT         'A'           020-00169-010-001 AND 020-00169-011-000         BJS:3-28-98         EXHIBIT         'A'           PROJECT PARCEL NO. 76C - PERM. EASEMENT NC. 2         BJS:8-28-98         EXHIBIT         'A'		
ADDRESS OF SURVEY         W.O. NO. 0228-99-003           DES MOINES, IOWA         BJS:6-30-99         RUST ENVIRONMENT & MERSTRUCTURE           OWNER: NORFOLK SOUTHERN RAILWAY CO.         BJS:5-10-99         CSIS) 244-1470           PARCEL NO. 020-00169-010-000 AND         BJS:3-24-99         EXHIBIT         'A'           020-00169-010-001 AND 020-00169-011-000         BJS:3-28-98         EXHIBIT         'A'           PROJECT PARCEL NO. 76C - PERM. EASEMENT NC. 2         BJS:8-28-98         EXHIBIT         'A'		
ADDRESS OF SURVEY         W.O. NO. 0228-99-003           DES MOINES, IOWA         BJS:6-30-99         RUST ENVIRONMENT & MERSTRUCTURE           OWNER: NORFOLK SOUTHERN RAILWAY CO.         BJS:5-10-99         CSIS) 244-1470           PARCEL NO. 020-00169-010-000 AND         BJS:3-24-99         EXHIBIT         'A'           020-00169-010-001 AND 020-00169-011-000         BJS:3-28-98         EXHIBIT         'A'           PROJECT PARCEL NO. 76C - PERM. EASEMENT NC. 2         BJS:8-28-98         EXHIBIT         'A'		
ADDRESS OF SURVEY         NO. 0228-99-003           DES MOINES, IOWA         BJS6-30-99         RUST ENVIROMENT & NERSTRUCTURE           OWNER: NORFOLK SOUTHERN RAILWAY CO.         BJS5-0-99         CSI53 244-1470           PARCEL NO. 020-00169-010-000 AND         BJS3-24-99         EXHIBIT         'A'           020-00169-010-001 AND 020-00169-011-000         BJS12-14-98         SHEET 2 OF           PROJECT PARCEL NO. 76C - PERM. EASEMENT NC. 2         BJS18-28-98         SHEET 2 OF		
ADDRESS OF SURVEY         W.O. NO. 0228-99-003           DES MOINES, IOWA         BJS:6-30-99         RUST ENVIRONMENT & MERSTRUCTURE           OWNER: NORFOLK SOUTHERN RAILWAY CO.         BJS:5-10-99         CSIS) 244-1470           PARCEL NO. 020-00169-010-000 AND         BJS:3-24-99         EXHIBIT         'A'           020-00169-010-001 AND 020-00169-011-000         BJS:3-28-98         EXHIBIT         'A'           PROJECT PARCEL NO. 76C - PERM. EASEMENT NC. 2         BJS:8-28-98         EXHIBIT         'A'		
ADDRESS OF SURVEY         W.O. NO. 0228-99-003           DES MOINES, IOWA         BJS:6-30-99         RUST ENVIRONMENT & MERSTRUCTURE           OWNER: NORFOLK SOUTHERN RAILWAY CO.         BJS:5-10-99         CSIS) 244-1470           PARCEL NO. 020-00169-010-000 AND         BJS:3-24-99         EXHIBIT         'A'           020-00169-010-001 AND 020-00169-011-000         BJS:3-28-98         EXHIBIT         'A'           PROJECT PARCEL NO. 76C - PERM. EASEMENT NC. 2         BJS:8-28-98         EXHIBIT         'A'		
ADDRESS OF SURVEY         W.O. NO. 0228-99-003           DES MOINES, IOWA         BJS:6-30-99         RUST ENVIRONMENT & MERSTRUCTURE           OWNER: NORFOLK SOUTHERN RAILWAY CO.         BJS:5-10-99         CSIS) 244-1470           PARCEL NO. 020-00169-010-000 AND         BJS:3-24-99         EXHIBIT         'A'           020-00169-010-001 AND 020-00169-011-000         BJS:3-28-98         EXHIBIT         'A'           PROJECT PARCEL NO. 76C - PERM. EASEMENT NC. 2         BJS:8-28-98         EXHIBIT         'A'		
ADDRESS OF SURVEY       BJ56-30-99       RUST ENVIRONMENT & INFRASTRUCTURE         DES MOINES, IOWA       DES MOINES, IOWA       DES MORES, IOWA         OWNER: NORFOLK SOUTHERN RAILWAY CO.       BJ513-24-99       (SIS) 244-1470         PARCEL NO. 020-00169-010-000 AND       BJ512-24-99       EXHIBIT       'A'         020-00169-010-001 AND       020-00169-011-000       BJ512-14-98       SHEET 2 OF         PROJECT PARCEL NO. 76C - PERM. EASEMENT NC. 2       BJ518-28-96       SHEET 2 OF		
OWNER: NORFOLK SOUTHERN RAILWAY CO.         BUSID-033         CSD/244-MIO           PARCEL NO. 020-00169-010-000 AND         BUSID-24-99         EXHIBIT         A           020-00169-010-001 AND 020-00169-011-000         BUSID-24-99         EXHIBIT         A         SHEET 2 OF           020-00169-010-001 AND 020-00169-011-000         BUSID-24-98         BUSID-24-98         SHEET 2 OF         SHEET 2 OF		RESS OF SURVEY BUSIE-30-99 RUST ENVIRONMENT & INFRASTRUCTURE
PROJECT PARCEL NO. 76C - PERM. EASEMENT NC. 2	OWN	ER: NORFOLK SOUTHERN RAILWAY CO. BUSIS-24-99 EXHIBIT
	1	JECT PARCEL NO. 76C - PERM. EASEMENT NC. 2 BJ518-28-98

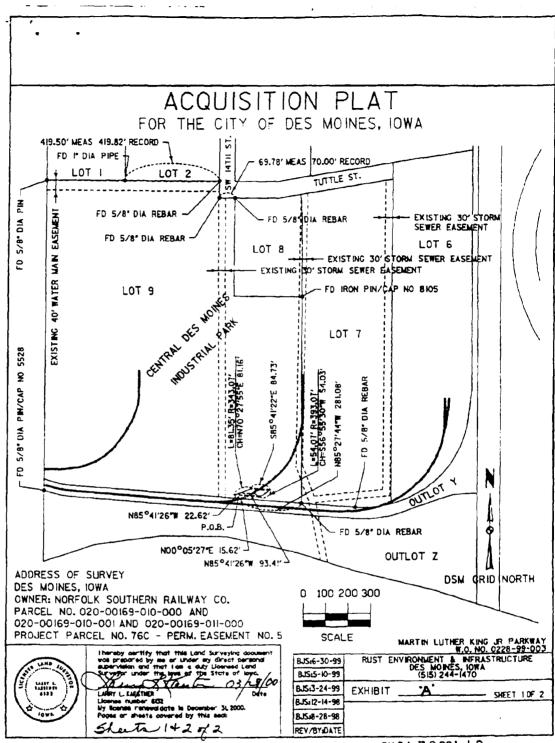


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ACQUISITION FOR THE CITY OF DES M	
LEGAL DESCRIPTION: PERMANENT EASEMENT NO. 3	
ALL THAT PART OF LOT 6 AND OUTLOT Y, ALL IN CENT AN OFFICIAL PLAT, ALL NOW INCLUDED IN AND FORMING MOINES, POLK COUNTY, IOWA, MORE PARTICULARLY DESCRI	A PART OF THE CITY OF DES
COMMENCING AT THE SOUTHEAST CORNER OF OUTLOT Z, INDUSTRIAL PARK; THENCE NORTH OO° (DEGREES) OF (MIN (ASSUMED BEARING FOR THE PURPOSE OF THIS DESCRIPT SAID OUTLOTS Z AND Y A DISTANCE OF 754.18 FEET TO PARCEL HEREIN DESCRIBED; THENCE NORTH 89°47'28" WES THENCE NORTHEASTERLY ON A 366.47-FOOT RADIUS CUR AND HAVING A 55.11-FOOT LONG CHORD BEARING NORTH 55.16 FEET (ARC LENGTH); THENCE NORTH 00°56'57" WES THENCE SOUTH 89°44'56" EAST A DISTANCE OF 165.61 FE OUTLOT Y; THENCE SOUTH 00°01'37" EAST ON THE EAST DISTANCE OF 73.16 FEET TO THE POINT OF BEGINNING. BY SURVEY CONTAINING 12,197 SOUARE FEET.	UTES) 37" (SECONDS) WEST ION) ON THE EAST LINE OF THE POINT OF BEGINNING OF THE ST A DISTANCE OF 169.64 FEET; VE CONCAVE NORTHWESTERLY 04°11'37" EAST A DISTANCE OF T A DISTANCE OF 18.30 FEET; T T O THE EAST LINE OF SAID
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 BJSJ-228-9 PROJECT PARCEL NO. 76C - PERM. EASEMENT NO. 3 REV/BYDAT	DES MOINES, IOWA (515) 244-1470 9 EXHIBITA'SHEET 2 OF 8
	BK B 4 7 B PG 4 1 6



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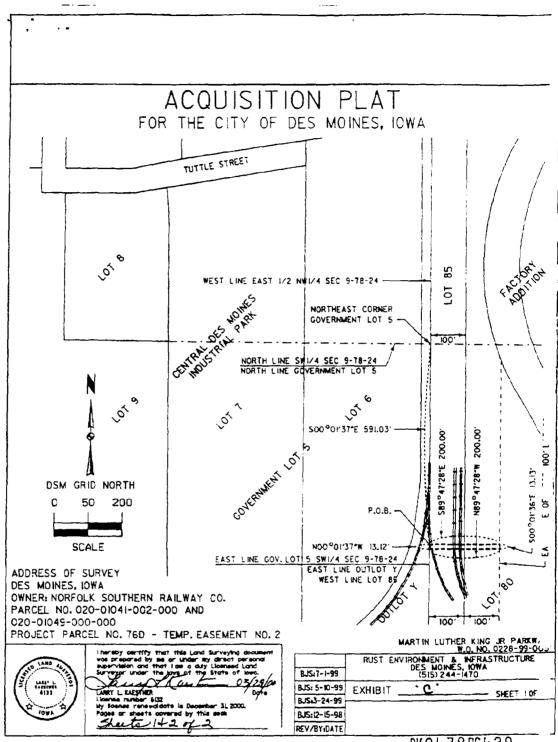
	ION PLAT Des maines, Iowa
LEGAL DESCRIPTION: PERMANENT EASEMENT N	
ALL THAT PART OF LOT 9 AND OUTLOTS Y A INDUSTRIAL PARK, AN OFFICIAL PLAT, ALL NOW THE CITY OF DES MOINES, POLK COUNTY, IOWA FOLLOWS:	Y INCLUDED IN AND FORMING A PART OF
COMMENCING AT THE SOUTHEAST CORNER OF (DEGREES) 27' (MINUTES) 44" (SECONDS) WEST (A OF THIS DESCRIPTION) ON THE SOUTH LINE OF THE POINT OF BEGINNING OF THE PARCEL HER ON A 343.07-FOOT RADIUS CURVE CONCAVE N LONG CHORD BEARING NORTH 86°50'34" EAST THENCE SOUTH 00°05'27" WEST A DISTANCE ( OUTLOT Z; THENCE NORTH 77°29'52" WEST ON DISTANCE OF 23.06 FEET; THENCE NORTH 89°( OUTLOT Z A DISTANCE OF 161.83 FEET; THENC 183.47 FEET TO THE SOUTH LINE OF SAID LOT SOUTH LINE OF SAID LOT 9 A DISTANCE OF 9	SSUMED BEARING FOR THE PURPOSE SAID LOT 9 A DISTANCE OF 406.81 FEET TO REIN DESCRIBED; THENCE NORTHEASTERLY ORTHWESTERLY AND HAVING A 91.88-FOOT A DISTANCE OF 92.15 FEET (ARC LENGTH); DF 188.68 FEET TO THE SOUTH LINE OF SAID THE SOUTH LINE OF SAID OUTLOT Z A 06'51" WEST ON THE SOUTH LINE OF SAID E NORTH OO 05'27" EAST A DISTANCE OF T 9; THENCE SOUTH 85°27'44" EAST ON THE
BY SURVEY CONTAINING 33,164 SQUARE FEET.	
	MARTIN LUTHER KING JR PARKI
NDRESS OF SURVEY DES MOINES, IOWA	BJ5:6-30-99 RUST ENVIRONMENT & MFRASTRUCTURE BJ5:6-30-99 RUST ENVIRONMENT & MFRASTRUCTURE DES MONES, IOWA (55) 244-1470
WNER: NORFOLK SOUTHERN RAILWAY CO. PARCEL NO. 020-00169-010-000 AND	BJ5:5-10-99 (515) 244-1470 BJ5:3-24-99 EXHIBIT A SHEET 2 06
	BIS:12-14-98



RK8478PG419

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FOR THE CITY OF D	DES MOINES, IOWA
LEGAL DESCRIPTION: PERMANENT EASEMENT NO.	5
ALL THAT PART OF LOT 9 IN CENTRAL DES MO ALL NOW INCLUDED IN AND FORMING A PART OF COUNTY, IOWA, MORE PARTICULARLY DESCRIBED A	THE CITY OF DES NOINES, POLK
COMMENCING AT THE SOUTHEAST CORNER OF SA (DEGREES) 27' (MINUTES) 44" (SECONDS) WEST (ASS OF THIS DESCRIPTION) ON THE SOUTH LINE OF S THENCE NORTH OO <sup>O</sup> 05'27" EAST A DISTANCE OF OF THE PARCEL HEREIN DESCRIBED; THENCE NOR 22.62 FEET; THENCE NORTHEASTERLY ON A 343. NORTHWESTERLY AND HAVING AN BI.16-FOOT LON EAST A DISTANCE OF BI.35 FEET (ARC LENGTH); DISTANCE OF 84.73 FEET; THENCE SOUTHWESTERL CONCAVE NORTHWESTERLY AND HAVING A 54.03- 56°55'30" WEST A DISTANCE OF 54.07 FEET (AR A DISTANCE OF 93.41 FEET TO THE POINT OF BI	SUMED BEARING FOR THE PURPOSE AID LOT 9 A DISTANCE OF 281.08 FEET; IS.62 FEET TO THE POINT OF BEGINNING TH 85°41'26" WEST A DISTANCE OF O7-FOOT RADIUS CURVE CONCAVE NG CHORD BEARING NORTH TC°27'55" THENCE SOUTH 85°41'22" EAST A LY ON A 393.07-FOOT RADIUS CURVE FOOT LONG CHORD BEARING SOUTH RC LENGTH); THENCE NORTH 85°41'26" WEST
BY SURVEY CONTAINING 3,196 SQUARE FEET.	
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	Ι
ADDRESS OF SURVEY	MARTIN LUTHER KING JR PARKWAY W.O. NO. 0228-99-003
ADDRESS OF SURVEY DES MOINES, IOWA	BJ516-30-99 RUST ENVIRCINATE A INFRASTRUCTURE DES MOINES, IOWA (515) 244-1470
OWNER: NORFOLK SOUTHERN RAILWAY CO. PARCEL NO. 020-00169-010-000 AND	BJS.13-24-99 EXHIBIT SHEET 2 OF 2
020-00169-010-001 AND 020-00169-011-000 PROJECT PARCEL NO. 76C - PERM. EASEMENT NO. 5	BJ5#-28-98
	RK8L78PCL20

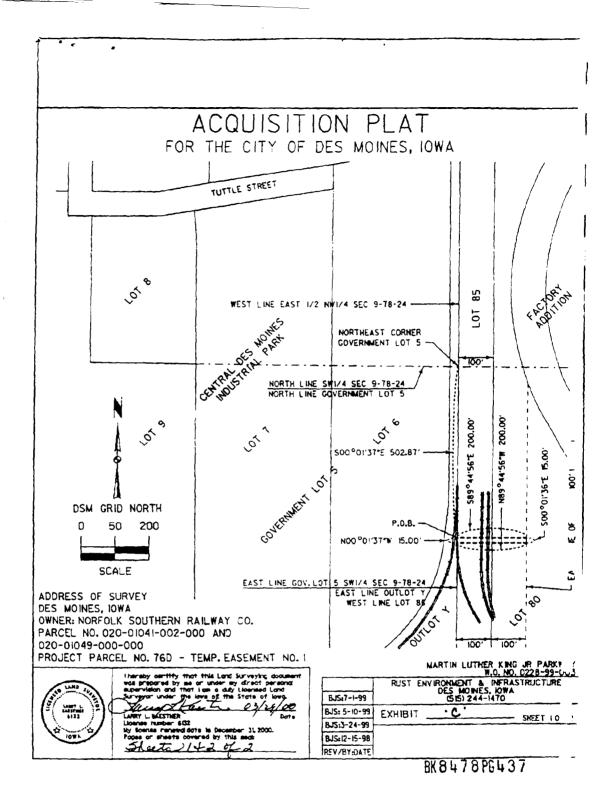
FOR THE CITY OF DES MOINES, IOWA LEGAL DESCRIPTION: TEMPORARY EASEMENT NO. 2 ALL THAT PART OF LOT <b>B5. AND</b> THE WEST 100.00 FEET OF LOT <b>B0. ALL IN FACTORY</b>
ADDITION, AN OFFICIAL PLAT, ALL NOW INCLUDED IN AND FORMING A PART OF THE CITY OF DES MOINES, POLK COUNTY, IOWA, MORE PARTICULARLY DESCRIBED 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) DI' (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 D'STANCE 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 SOUARE FEET.
MARTIN LUTHER KING JR PARKW



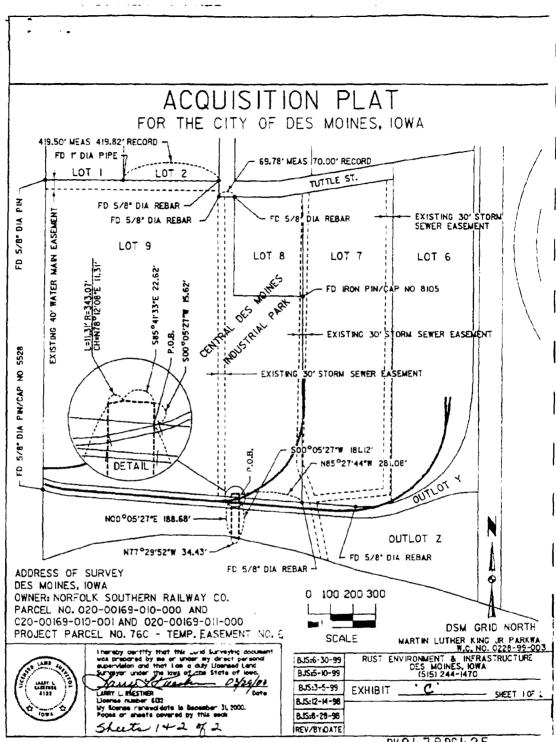
ACQUISIT	
LEGAL DESCRIPTION: TEMPORARY EASEMENT NO	<b>D.</b> 1
ALL THAT PART OF LOT 85, AND THE WEST IC ADDITION, AN OFFICIAL PLAT, ALL NOW INCLUDI OF DES MOINES, POLK COUNTY, IOWA, MORE PAR	ED IN AND FORMING A PART OF THE CITY
COMMENCING AT A POINT ON THE WEST LINE ( NORTHEAST CORNER OF GOVERNMENT LOT 5 IN TOWNSHIP 78 NORTH, RANGE 24 WEST OF THE COUNTY, IOWA; THENCE SOUTH 00° (DEGREES) O (ASSUMED BEARING FOR THE PURPOSE OF THIS SAID LOT 85 A DISTANCE OF 502.87 FEET TO HEREIN DESCRIBED; THENCE SOUTH 89°44'56' E EAST LINE OF THE WEST 100.00 FEET OF SAID THE EAST LINE OF THE WEST 100.00 FEET OF THENCE NORTH 89°44'56' WEST A DISTANCE OF LOT 85; THENCE NORTH 00°01'37' WEST ON TH OF 15.00 FEET TO THE POINT OF BEGINNING.	N THE SOUTHWEST 1/4 OF SECTION 9, FIFTH PRINCIPAL MERIDIAN, POLK OF (MINUTES) 37" (SECONDS) EAST DESCRIPTIONI ON THE WEST LINE OF THE POINT OF BEGINNING OF THE PARCEL AST A DISTANCE OF 200.00 FEET TO THE D LOT 80; THENCE SOUTH OO°OI'36" EAST ON SAID LOT 80 A DISTANCE OF 15.00 FEET; F 200.00 FEET TO THE WEST LINE OF SAID
BY SURVEY CONTAINING 3,000 SQUARE FEET.	
	MARTIN LUTHER KING JR PARKWAY W.O. NO. 0228-99-003
NDRESS OF SURVEY NES MOINES, IOWA	RUST ENVIRONMENT & MFRASTRUCTURE DES MOINES, IOWA 6.1537-1-99 (515) 244-1470
WNER: NORFOLK SCUTHERN RAILWAY CO. ARCEL NO.020-01041-002-000 AND	BJS: 5-10-93 EXHIBIT SHEET 2 OF 2
)20-01049-000-000 PROJECT PARCEL NO. 76D - TEMP. EASEMENT NO. I	BJS:12-5-98
	BK 8478PG438

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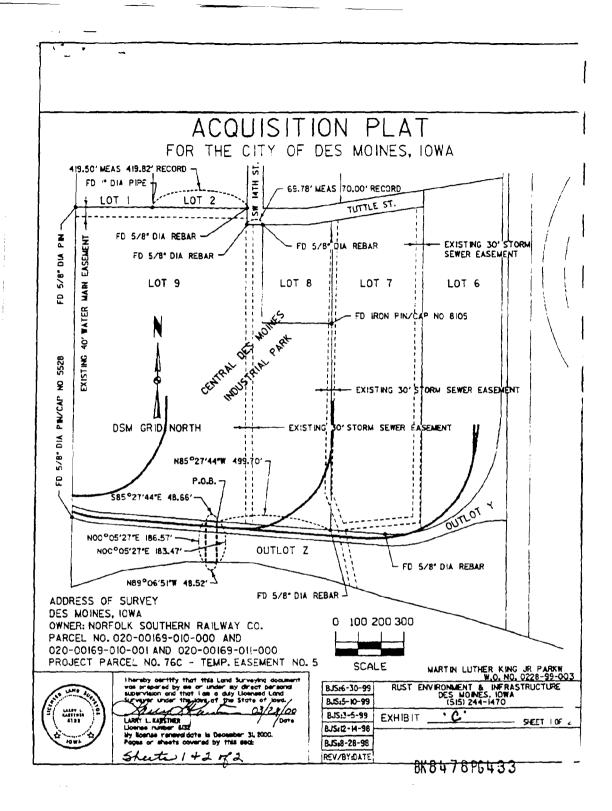


ACQUISITION PLAT	
FOR THE CITY OF DES MOINES, IOWA	
LEGAL DESCRIPTION: TEMPORARY EASEMENT NO. 6	
ALL THAT PART OF LOT 9 AND OUTLOTS Y AND Z IN CENTRAL DES MOINES INDUSTR	141
PARK, AN OFFICIAL PLAT, ALL NOW INCLUDED IN AND FORMING A PART OF THE CITY	
DES MOINES, POLK COUNTY, IOWA, MORE PARTICULARLY DESCRIBED 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 FE	ET TO
THE POINT OF BEGINNING OF THE PARCEL HEREIN DESCRIBED; THENCE SOUTH 00°05'2 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 34.4	3
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	
II.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 BEGINN	ING.
BY SURVEY CONTAINING 6.516 SQUARE FEET.	
BE SURVER CONTAINING COMPANY CONTAINING COMPANY	
MARTIN LUTHER KING	JR PARKWA
DORESS OF SURVEY	228-99-00
ES MOINES, IOWA DES MONES, IOWA (\$15) 244-1470	
NRER: NORFULK SOUTHERN RAILWAT CO.	SHEET 2 OF
20-00169-010-001 AND 020-00169-011-000 BJ5:12-14-98	
ROJECT PARCEL NO. 76C - TEMP. EASEMENT NO. 6 BUSUB-28-98 REV/BYDATE	
INLY/WIRWAYL'	6



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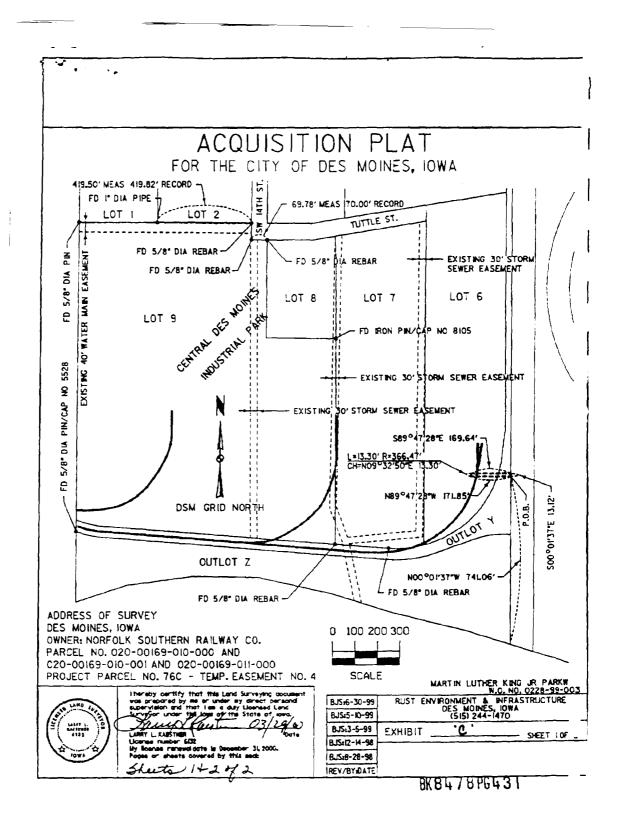
	ACQUISI	TION PL	AT	
FC	OR THE CITY O			
LEGAL DESCRIPTION:	TEMPORARY EASEMENT	NO. 5		
ALL THAT PART OF O OFFICIAL PLAT, ALL N MOINES, POLK COUNTY,	OW INCLUDED IN AND	FORMING A PART	OF THE CITY OF DE	
COMMENCING AT THE S PARK; THENCE NORTH & BEARING FOR THE PUR DISTANCE OF 499.70 f DESCRIBED; THENCE SO LINE OF SAID OUTLOT OUTLOT Z A DISTANCE 186.57 FEET TO THE S SOUTH LINE OF SAID 1	85° (DEGREES) 27' (MIR RPOSE OF THIS DESCRI FEET TO THE POINT C DUTH OO°O5'27' WEST Z; THENCE NORTH 89 E OF 48.52 FEET: THE SOUTH LINE OF SAID L	NUTES) 44" (SECON IPTION) ON THE S( DF BEGINNING OF A DISTANCE OF I "OG'51" WEST ON NCE NORTH 00"05 LOT 9; THENCE SC	DS)WEST (ASSUMED DUTH LINE OF SAID THE PARCEL HEREIN 183.47 FEET TO THE THE SOUTH LINE OF 5'27"EAST A DISTAN 10TH 85°27'44"EAST	LOT 9 A SOUTH SAID ICE OF ON THE
BY SURVEY CONTAININ	IG 8.976 SOUARE FEET			
				<u>. NO. 0228-</u>
ADDRESS OF SURVEY DES MOINES, IOWA OWNER: NORFOLK SOUTHERN		BJS:6-30-99 8JS:5-10-99	MARTIN LUTHER W.O RUST ENVIRONMENT & IN DES MOINES, I (515) 244-[41]	. NO. 0228-



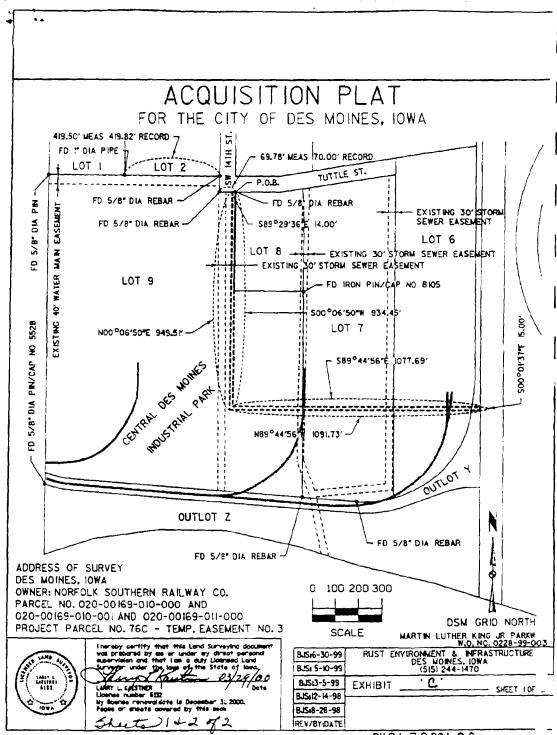
ACQUISITIO	
FOR THE CITY OF D	
LEGAL DESCRIPTION: TEMPORARY EASEMENT NO.	
ALL THAT PART OF LOT 6 AND OUTLOT Y IN C	
OFFICIAL PLAT, ALL NOW INCLUDED IN AND FORM MOINES, POLK COUNTY, IOWA, MORE PARTICULARLY	
COMMENCING AT THE SOUTHEAST CORNER OF OU INDUSTRIAL PARK; THENCE NORTH OC <sup>°</sup> (DEGREES) (ASSUMED BEARING FOR THE PURPOSE OF THIS I SAID OUTLOTS Z AND Y A DISTANCE OF 741.06 PARCEL HEREIN DESCRIBED; THENCE NORTH 89°4' THENCE NORTHERLY ON A 366.47-FOOT RADIUS HAVING A 13.30-FOOT LONG CHORD BEARING NOR FEET (ARC LENGTH); THENCE SOUTH 89°47'28° EA EAST LINE OF SAID OUTLOT Y; THENCE SOUTH O OUTLOT Y A DISTANCE OF 13.12 FEET TO THE P	0 OI' (MINUTES) 37" (SECONDS) WEST DESCRIPTION) ON THE EAST LINE OF FEET TO THE POINT OF BEGINNING OF THE 7'28" WEST A DISTANCE OF 171.85 FEET; CURVE CONCAVE NORTHWESTERLY AND ITH 09°32'50" EAST A DISTANCE OF 13.3C NST A DISTANCE OF 169.64 FEET TO THE 0°01'37" EAST ON THE EAST LINE OF SAID
BY SURVEY CONTAINING 2,240 SQUARE FEET.	
	MARTIN LUTHER KING JR PARKWAY
ADDRESS OF SURVEY DES MOINES, IOWA	BUS:6-30-99 RUST ENVIRONMENT & INFRASTRUCTURE DES VOINES, IDWA
OWNER: NORFOLK SOUTHERN RAILWAY CO. PARCEL NO. 020-00169-010-000 AND	BJS-5-5-99 EXHIBIT
020-00169-010-001 AND 020-00169-011-000 PROJECT PARCEL NO. 76C - TEMP. EASEMENT NO. 4	BJS:12-14-98 BJS:18-28-98
	BK 8 4 7 8 PG 4 3 2

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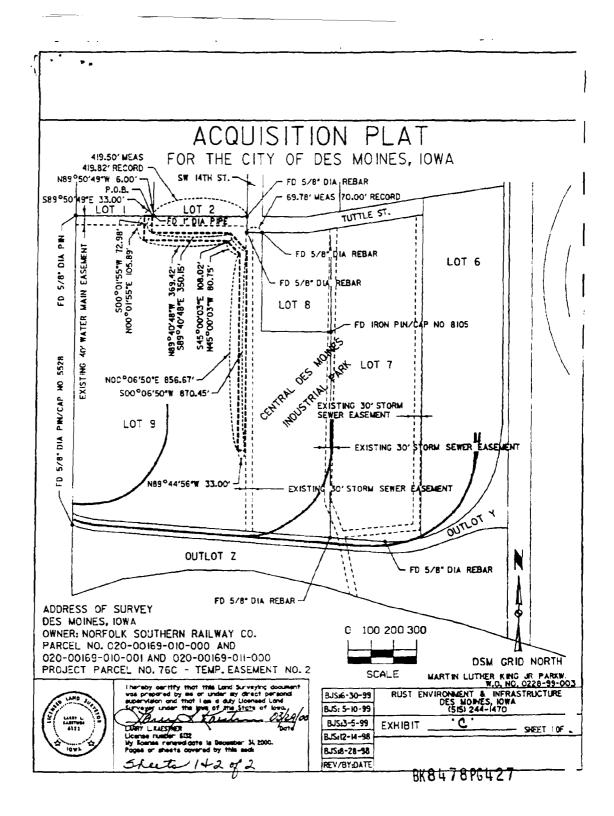
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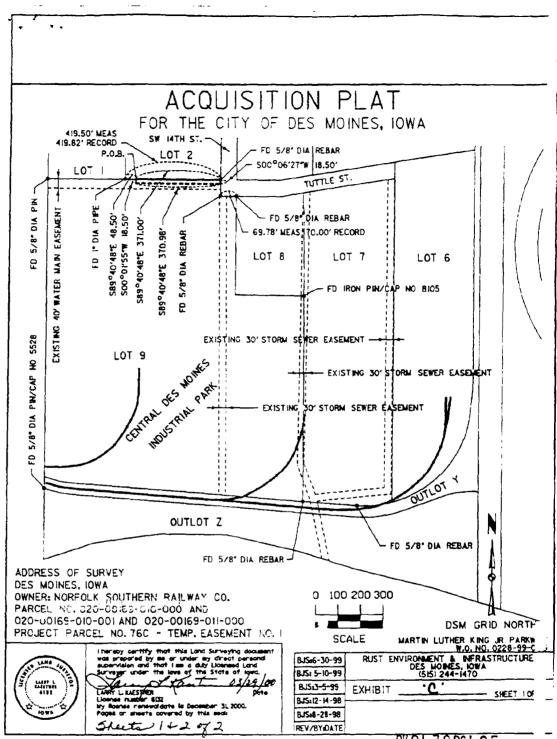
	AC	QUISIT	ION PL	AT	
	FOR THE	E CITY OF	DES MOINI	ES, IOWA	
LEGAL DESC	RIPTION: TEMPORAR	RY EASEMENT N	D. 3		
INDUSTRIAL	ART OF LOTS 6,7 PARK, AN OFFICIAL F DES MOINES, POLI	PLAT, ALL NOW	INCLUDED IN	AND FORMING A	PART OF
PARK: THENC BEARING FOF AND ITS EX DISTANCE OF OO°OI'37" E4 NORTH 89°4 DISTANCE OF STREET; THEI	T THE NORTHWEST E SOUTH 00° (DEG THE PURPOSE OF TENSION A DISTAN( I 1077.69 FEET TO ST ON THE EAST 4'56' WEST A DIST 949.51 FEET A DIST NCE SOUTH 89°29' TLE STREET A DIS	GREES) 06' (MINU' THIS DESCRIPT DE OF 934.45 FE DITHE EAST LIN LINE OF SAID C ANCE OF 1.091.7 THE PRESENT SC 36* EAST ON TH	TES) 50" (SECON ION) ON THE WE EET; THENCE SO E OF SAID OUT UTLOT Y A DI 3 FEET; THENCE SUTHERLY RIGH E PRESENT SO	IDS) WEST (ASSUM EST LINE OF SAI IUTH 89°44'56" E ILOT Y: THENCE S STANCE OF 15.00 E NORTH 00°06'5 T-OF-WAY LINE C UTHERLY RIGHT-(	HED D LOT 8 AST A SOUTH FEET; THENC 50° EAST A 50° FUTTLE DF-WAY
BY SURVEY	CONTAINING 29,459	SOUARE FEET.			
ADDRESS OF SUR DES MOINES, 10W/		Y C0	BJS:6-30-99 BJS: 5-10-99	MARTIN LUTI RUST ENVIRONMENT DES MONI (SIS) 24	ES, IOWA



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ACQUISIT	ION PLAT
	DES MOINES, IOWA
LEGAL DESCRIPTION: TEMPORARY EASEMENT N	NO. 2
ALL THAT PART OF LOT 9 IN CENTRAL DES ALL NOW INCLUDED IN AND FORMING A PART COUNTY, IOWA, MORE PARTICULARLY DESCRIBED	OF THE CITY OF DES MOINES, POLK
COMMENCING AT THE SOUTHWEST CORNER OF PARK; THENCE NORTH 89° (DEGREES) 50' (MINU BEARING FOR THE PURPOSE OF THIS DESCRIP' DISTANCE OF 6.00 FEET TO THE POINT OF B DESCRIBED; THENCE SOUTH 00°01'55' WEST A 89° 40'48" EAST A DISTANCE OF 350.15 FEET; OF 108.02 FEET; THENCE SOUTH 00°06'50' WE NORTH 89°44'56" WEST A DISTANCE OF 33.00 DISTANCE OF 856.67 FEET; THENCE NORTH 45' THENCE NORTH 89°40'48' WEST A DISTANCE OF STANCE OF 105.89 FEET TO THE NC 89°50'49" EAST ON THE NORTH LINE OF SAID POINT OF BEGINNING.	ITES) 49" (SECONDS) WEST (ASSUMED TION) ON THE NORTH LINE OF SAID LOT 9 A EGINNING OF THE PARCEL HEREIN DISTANCE OF 72.98 FEET; THENCE SOUTH THENCE SOUTH 45°00'C3" EAST A DISTANCE ST A DISTANCE OF 870.45 FEET; THENCE ) FEET; THENCE NORTH 00°06'50" EAST A °00'03" WEST A DISTANCE OF 80.75 FEET; OF 369.42 FEET; THENCE NORTH 00°01'55 DRTH LINE OF SAID LOT 9; THENCE SOUTH
BY SURVEY CONTAINING 46,434 SOUARE FEET.	
	MARTIN LUTHER KING JR PARKWA W.O. NO. 0228-99-00
ADDRESS OF SURVEY DES MOINES, IOWA	BJS:6-30-99 RUST ENVIRONMENT & INFRASTRUCTURE BJS: 5-10-99 CUST ENVIRONMENT & INFRASTRUCTURE DES MOINES, IOWA (5)5) 244-1470
DWNER: NORFOLK SOUTHERN RAILWAY CO. PARCEL NO. 020-00169-010-000 AND	BISI3-5-99 EXHIBIT C SHEET 2 OF
020-00169-010-001 AND 020-00169-011-000 PROJECT PARCEL NO. 76C - TEMP. EASEMENT NO. 2	BJ5:12-14-98
HOLE FARGE HU, FOU - JEMF, EASEMENT NU. 2	REY/BYDATE

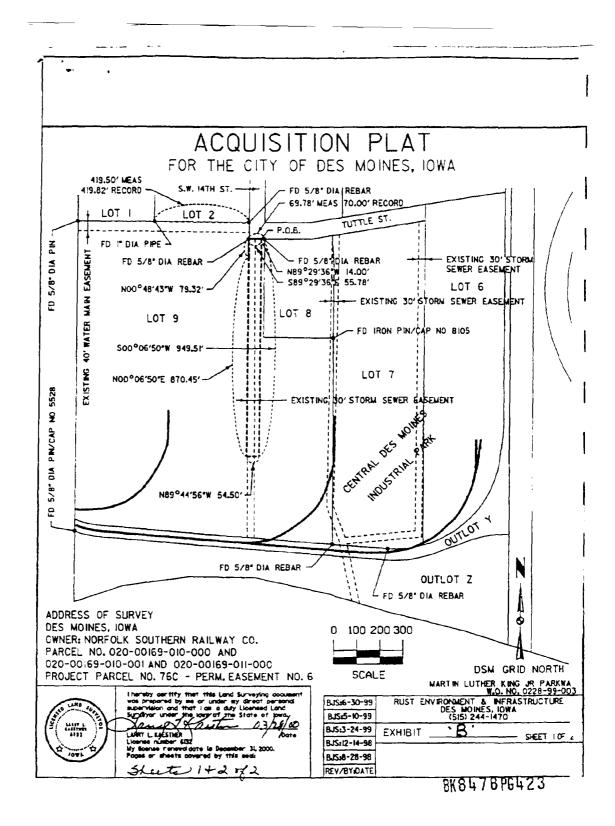


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	ACQUISIT	ION PLAT
	FOR THE CITY OF	DES MOINES, IOWA
,	LEGAL DESCRIPTION: TEMPORARY EASEMENT NO	D. I
	ALL THAT PART OF LOT 9 IN CENTRAL DES M ALL NOW INCLUDED IN AND FORMING A PART I COUNTY, IOWA, MORE PARTICULARLY DESCRIBED	OF THE CITY OF DES MOINES, POLK
	COMMENCING AT THE SOUTHWEST CORNER OF E PARK: THENCE SOUTH 89° (DEGREES) 40' (MINUT BEARING FOR THE PURPOSE OF THIS DESCRIPT DISTANCE OF 48.50 FEET TO THE POINT OF B DESCRIBED: THENCE CONTINUING SOUTH 89°40' LOT 9 A DISTANCE OF 371.00 FEET TO THE S BEING THE PRESENT WESTERLY RIGHT-OF-WAY SOUTH 00°06'27' WEST ON THE PRESENT WES' STREET A DISTANCE OF 18.50 FEET; THENCE N 370.98 FEET; THENCE NORTH 00°01'55' EAST A BEGINNING.	ES) 48" (SECONDS) EAST (ASSUMED ION) ON THE NORTH LINE OF SAID LOT 9 A EGINNING OF THE PARCEL HEREIN 48" EAST ON THE NORTH LINE OF SAID OUTHEAST CORNER OF SAID LOT 2, ALSO LINE OF S.W. 14TH STREET; THENCE TERLY RIGHT-OF-WAY LINE OF S.W. 14TH ORTH 89°40'48" WEST A DISTANCE OF
	BY SURVEY CONTAINING 6,863 SQUARE FEET.	
		MARTIN LUTHER KING JR PARKI W.O. NO. 0228-99-1
	ADDRESS OF SURVEY DES MOINES, IOWA	BJ5:6-30-99 RUST ENVIRONMENT & NFRASTRUCTURE DES MOINES, IDWA BJ5: 5-10-99 (515) 244-1470
ł	OWNER: NORFOLK SOUTHERN RAILWAY CO. PARCEL NO. 020-00169-010-000 AND	BJ513-5-99 EXHIBIT SHEET 2 0
	C20-00169-010-001 AND 020-00169-011-000 PROJECT PARCEL NO. 76C - TEMP. EASEMENT NO. 1	BJS18-28-98 REV/BYDATE
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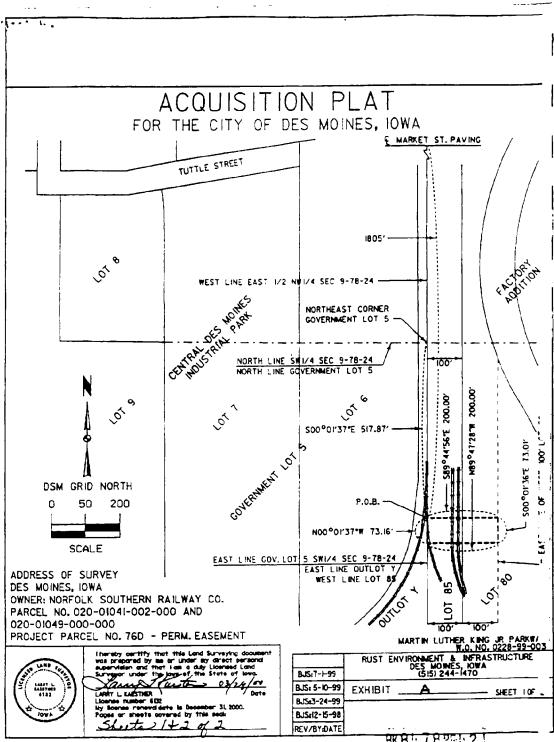
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	ACQUISITION PLAT FOR THE CITY OF DES MOINES, IOWA
	LEGAL DESCRIPTION: PERMANENT EASEMENT NO. 6
	ALL THAT PART OF LOT 9 IN CENTRAL DES MOINES INDUSTRIAL PARK, AN OFFICIAL PLAT, All NOW INCLUDED IN AND FORMING A PART OF THE CITY OF DES MOINES, POLK 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.
1	
	MARTIN LUTHER KING JR PARKWA W.O. NO. 0228-99-00 ADDRESS OF SURVEY
	DES MOINES, IOWA OWNER, NOREOLK, SOUTHERN, RAILWAY, CO.
	OWNER: NORFOLK SUBTREAM RAILWAT CO.         BUS:3-24-99         EXHIBIT         B           PARCEL NO. 020-00169-010-000 AND         BUS:3-24-99         EXHIBIT         B         SHEET 2 OF           C20-00169-010-001 AND         020-00169-011-000         BUS:12-14-98         SHEET 2 OF
	PROJECT PARCEL NO. 76C - PERM. EASEMENT NO. 6
	BK 8 4 7 8 PG 4 2 4



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	ION PLAT
FOR THE CITY OF	F DES MOINES, IOWA
LEGAL DESCRIPTION: PERMANENT EASEMENT	
ALL THAT PART OF LOT 85, AND THE WEST ADDITION, AN OFFICIAL PLAT, ALL NOW INCLU OF DES MOINES, POLK COUNTY, IOWA, MORE P	
HEREIN DESCRIBED: THENCE SOUTH 89°44'56" EAST LINE OF THE WEST 100.00 FEET OF S THE EAST LINE OF THE WEST 100.00 FEET THENCE NORTH 89°47'28" WEST A DISTANCE	IN THE SOUTHWEST 1/4 OF SECTION 9. E FIFTH PRINCIPAL MERIDIAN, POLK ) OI' (MINUTES) 37" (SECONDS) EAST HIS DESCRIPTION) ON THE WEST LINE OF O THE POINT OF BEGINNING OF THE PARCEL 'EAST A DISTANCE OF 200.00 FEET TO THE AID LOT BO; THENCE SOUTH OO <sup>O</sup> OI'36" EAST ON OF SAID LOT BO A DISTANCE OF 73.01 FEET; OF 200.00 FEET TO THE WEST LINE OF SAID THE WEST LINE OF SAID LOT 85 A DISTANCE
BY SURVEY CONTAINING 14,617 SQUARE FEET	
DRESS OF SURVEY	MARTIN LUTHER KONG JR PARKIKAY N.D. NO. 0228-99-003 RUST ENVIRONMENT & INFRASTRUCTURE
S MOINES, IOWA INER: NORFOLK SOUTHERN RAILWAY CO.	BJS:7-F-99 (515) 244-1470
RCEL NO. 020-01041-002-000 AND	BJS: 5-10-99 EXHIBIT SHEET 2 OF 2
20-01049-000-000 ROJECT PARCEL NO. 76D - PERM. EASEMENT	BJ5#12-15-98
	REV/BYDATE 51 78 01 22

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9K847825421

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
	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 Caidwell	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

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

 ARARs Identified for the Des Moines TCE Site in the RODs

Attachment 5 Des Moines TCE Site Second Five-Year Review Report

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	implemented within the flood plain at the site.

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## Table A (Continued)ARARs Identified for the Des Moines TCE Site in the RODs

Attachment 5 Des Moines TCE Site Second Five-Year Review Report

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				
<ul> <li>Notes:</li> <li>1 - MCL has changed since the OU 1 ROD. Previous MCL for chloroform was 100 ug/L.</li> <li>2 - MCL has not been changed since the OU 1 ROD.</li> <li>3 - MCL has been promulgated since the OU 1 ROD.</li> <li>4 - MCL has changed since the OU 1 ROD. Previous MCL for vinyl chloride was 1 ug/L.</li> </ul>							

Table B Federal MCLs for Groundwater Contaminants of Concern

5-Chemical is also a contaminant of concern for OU 3.

Attachment 5 Des Moines TCE Site Second Five-Year Review Report Attachment 6 OU 3 Groundwater Monitoring Data

### TABLE 2: CUMULATIVE SUMMARY OF CONTAMINANT LEVELS (µg/l) IN DES MOINES TCE **JU3 MONITORING WELLS**

Sample Date	Para- meter	NW-30	NW-31	NW-32	NW-34	NW-35	NW-36	NW-39	NW-40
July 1989	PCE TCE DCE	ND ND ND	ND ND ND	ND ND ND	4J 1J ND	170 54J 24J	8J 2J 0.8J		
Aug. 1989	PCE TCE DCE	0.7J ND ND	ND ND ND	ND ND ND	4 1 ND	94 32 17	2 ND ND	  •	
Sept. 1989	PCE TCE DCE	ND ND ND	ND ND ND	ND ND ND	3J ND ND	138J 29J 14J	ND ND ND		  
Oct. 1989	PCE TCE DCE	ND ND ND	ND ND ND	ND ND ND	2 ND ND	150J 42 22	ND ND ND		
Jan. 1990	PCE TCE DCE	ND ND ND	ND ND ND	ND ND ND	3 0.7J ND	350 100 48	0.7J ND ND		  
<b>Marc</b> h 1990	PCE TCE DCE	ND ND ND	ND ND ND	ND ND ND	2 ND ND	330 90 59	ND ND ND		
April 1990	PCE TCE DCE	ND ND ND	ND ND ND	ND ND ND	2 ND ND	185 44 28.5	1 ND ND	  	
Sept. 1990	PCE TCE DCE	ND ND ND	ND ND ND	ND ND ND	ND ND ND	335 88.5 54J	ND ND ND		  
Dec. 1990	PCE TCE DCE	ND ND ND	ND ND ND	ND ND ND	2 ND ND	315 82.5 44.5	ND ND ND	  	  
<b>June</b> 1991	PCE TCE TCE	ND ND ND	ND ND ND	ND ND ND	ND ND ND	97.5 22 11	ND ND ND	3.2 5.1 20	5.4 2.6 7.7
S <del>e</del> pt. 1991	PCE TCE DCE	ND <sup>·</sup> ND ND	ND ND ND	ND ND ND	1.7 ND ND	21J 23J 14	ND ND ND	4.2J 3.8J ND	1.1 ND 3.0

. **JOTES:** ND = Not detected at detection limit.

J = The associated value is an estimate

-- = Indicates no sample was collected.

Sample Date	Para- meter	NW-30	<b>NW-3</b> 1	NW-32	NW-34	NW-35	NW-36	NW-39	NW-40
<b>Apr</b> . 1996	PCE* TCE* DCE* VC*	ND ND ND ND ND	ND ND ND ND	ND ND ND ND	ND ND ND ND	  	ND ND ND ND ND	7 ND ND ND	ND ND ND ND
Oct. 1996	PCE* TCE* DCE* VC	ND ND ND ND	ND ND ND ND	ND ND ND ND	ND ND ND ND	44 16 5J ND	ND ND ND ND ND	5 (7) 4J (5J) ND(ND) ND(ND)	17 ND ND ND
May 1997	PCE TCE DCE VC	ND ND ND ND	ND ND ND ND	ND ND ND ND	ND ND ND ND	22 (16) 10 (8) 4 (3) ND(ND)	ND ND ND ND	6 4 ND ND	ND ND ND ND
Nov. 1997	PCE TCE DCE VC	ND ND ND ND	ND ND ND ND	ND ND ND ND	ND ND ND ND	26 8 3 ND	ND ND ND ND	  	2 (2) ND(ND) 1 (1) 1 (1)
<b>Ma</b> y 1998	PCE TCE DCE VC	ND ND ND ND	ND ND ND ND	ND ND ND ND ND	ND ND ND ND	31 8 3 ND	ND ND ND ND ND	  	3 ND 2 ND
May 1999	PCE TCE DCE VC	ND ND ND ND ND ND ND	ND ND ND ND	ND ND ND ND ND	ND ND ND ND	140(130 36 (40) 20 (21) ND(ND)	ND 1 2 ND	  	l ND ND ND
April 2000	PCE* TCE* DCE* VC*	ND ND ND ND ND	ND ND ND ND	ND ND ND ND ND	ND ND ND ND	67 42 18 ND	ND ND ND ND	  	ND(ND) ND(ND) ND(ND) ND(ND)
July 2001	PCE TCE DCE VC	ND ND ND ND	ND ND ND ND	ND ND ND ND	ND ND ND ND	170(120 65 (63) 28 (25) ND(ND)	ND 3 5 ND	  	2 ND ND ND

# TABLE 2 (Cont.): CUMULATIVE SUMMARY OF CONTAMINANT LEVELS ( $\mu g/l$ ) IN DES MOINES TCE OU3 MONITORING WELLS

NOTES: ND = Not detected at detection limit.

J = The associated value is an estimate --= Indicates no sample was collected.

\* Detection limit = 5 ug/l

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 DM2

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.

#### 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

Page 2

- 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

3121102 & B122162 Nolzilobi Flocting Holiday & 0600 - Jeft from KC for Des Moines. 0920 - Cliniced at Titos W heel met di/ of Titan \$ Don Mr. Gaza George is Tit an Home office Dan Titam Rep who samples & maintainep the air strip Mr. George expla Mr. Don Brown, to Titan, Des Moines showing Mrs May P & Mr. Glean Cartis of EPA. at abo I 1000, Mr. Brown began showing Mrs. Lucks & M. Blake He mides of

the Sience, the south poulds and the pointed and the an strippe. Ma Brown explained that the buildings and cop are repaired once per year as required by the osturday Went through \$123 1/2/3 and 4/5 and maint. \$123. There was no product in Building 1/2/3. The maintenance Bldg does not have product (titres & whoels) It had broken equipment, trailers, equipment. it begran to noin The only obvious root problem was in 8 He maint Bldg. 4/5 does have product (tires & wheels). How t more de Mr. Brown explained that the load personal buisness for the afternoon, but that he would even, it is not occupied full time every working day. per back tompricons Overall, Koobs looked BUSPC & Mr. Brown went who to all maintained, with offsite to get Sampling supplies for the Soil Sampl insulation kept taped. (See Maint Building Note above) When BUSFIC returned, discussed My Brown showed BUSPC inspection Schedules w/ ERA and Titan. Los rain word Stoppand Collected Soil prech. mont Sample the cap, both inside & autside

Went w/ Don + the ain strippen BVSOC went tolkunch to inspect after hunch, Rain had Stopped) Do BUSPC went to collect, the sed went an Sample from the S. Pond. There was a concrete block in the S. Pond spillway Centamin Collected the sample to Water Concrete spillaray Blower reated water au Strippen Set 5 flags across the stream, one oin the Recircultation Stream & I on each side Pump (not Used) promineto Block anter To Pond a scale inhibitor MALCO 8357 is added to the contaminated wata at ERW-4. NALCO 8357 cartains sodium bisulfite. Deconnéel Sample budcet & trowel w/ alconox & DI water 7 25 to 30 gal are used / wk.

Collected one jon of section on soil at each Picture 9 - Facing West. Patches in the cap that need flag. Each aliquot and into & a compositive backet Surther repair . Picture 10 - Storage Cliea: Blendad the Sive aliquots south of Bldg. 4/5. Looking of used the mixed suil/sedieast. Showing holes in mant to fill one sample jar. asphault from storage racks. Inspected Cap Sec below for Photo #s, Captions & notes on importion Picture 11 - Lboking west along the north edge of Bldg. 415, showing gap between the cap and the Bldg. foundation Pic 8 (1st 7 pictures documented in & Lucke's Log ). South Most patches are raised end of Mon-Tratfic Cop just north of the S. Pond (just South of Bldy. 4/5) above the cap \_\_\_\_\_ Patch There are some crass Showing well established - Cracks into the cap from weeds growing at a dge of Cap. Edge of vegetation the joint between the sidewalk and the copp on the east is @ least one Foot onto side of the maint. Blog. the cap Picture Jahan Fading East.

Between the Maint. Bldg. and Bldg. 2/3 (Northof maint., south of z/3) grass growing on the concrete (Picutic 2) Picture 13 - Gouges in the cap in front of the North east corner of the maintenance (bldg. Picture 14- Drain in the south east corpor of the maint, Bldg, While most drains have are mostly clear ( some small buildup of weeds, grass, grit), some have heavier puildup (Ho the point where they are blacked) Picture 15 - Damaged well Cover on the south side of the Maint Bidg. Jrean what seems to be a pit. 1m1

Picture 16 - 11 Iortheasi Corner of Blag. 3 showing Subsidence of cap around drain pipe. Note dirt showing through hole. Mote - On the west side of Bldy. 3, between the concrete peripiers; there are gouges through the Cap. Maybe Forklift wheels. Picture 14 - Taken facing North twords Blog. 2, showing lange pond of standing water. Note - The outer wall of Bldg. 2 is cracked just west of the walkway to Bidg. 3, between the first two west windows, by the low point in the root. Reed 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 crea between Blogs 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, Did patchwork next to the Blue foundation needs further repair. Picture 18 The north east closely of the cap showing a large # of cracks. Note the large area of the new patch.

Picture 197- a possible drain for the northeast corner of the cap. Picture 20 - Extensive cracking of concrete slab within the dap. This much cracking is not typical but all cracho need to be Patched, me in both concrete I asphault tell the concrete Slabs have some cracking. Picture 21 - Broken curbing near the northwest corner of the production bldg. D. 21 some Micture 22 - Ummarked well north of NW-7. Note that there was no lock, no cap on. the well. This well is inside a & double Dilze protection Caye.

Pikture 23 - Unmapked well, in single protection cage, south of ERW 5, light pole, and hydraut. The well cover (exterior) is crushed, the copcover is broken off, well plug and bailer line hanging outside well cover. 23 20m7 Picture 24 - Well PG, with no cap, no plug, No bollands: 24 95m2 Picture 25 - This picture may not come out. Exidence & gauses and holes in the cap showing Pallet storage in Notraffic Cheap South east of the air stripper. Grea Southwost of Mo Traffic area, along the beginning of the south Pond

has some plant growth along the edge of the cap. Chike Picture 8). The curbing around well ERW-9 needs repair. do it is, it is a breach through the cap. West of Bldg. 11/5 the RIB is a large (220'x15') 1000 Spot RIB West of Bldg. 4/5 there are low in the cap. Most spots can be seen by the ponded water. Myst of the Now spots are shallow, but some de several inches deep. East of well P-6 and west of Bldg. H there is a stand pipe? that is 72 6'tab

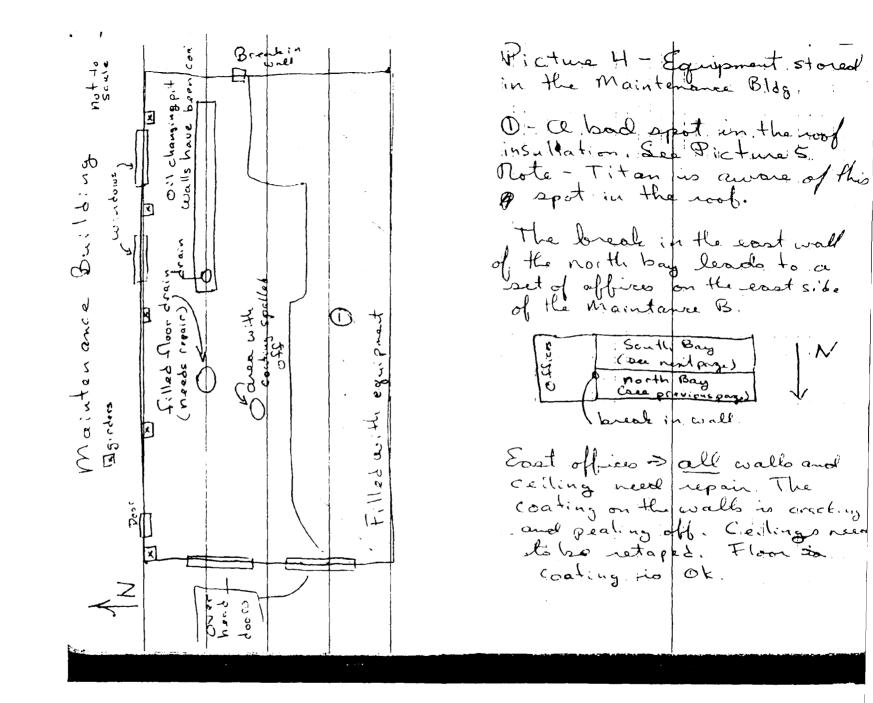
It has a permanent bolland

colar funlike most of the 10/22/02 Partly doudy ; cold well protection clages). et also has a large area of standing water (" 20' x 5') all a round (7,36) Biegon Onsite at 0756 Bezon inspecting buildings (floor encapsullation Estate of coating I & noof insultation) Offsite at 1700. Building 1 - Some cracking of wall paint by east rellup door. Picture 1 (of disposable camera) North wall of interior room of B.I. Wall par coat is cracking, Some coating has fallen off # exposed wall. B2, Northwest corner. There io an oil, patch on the floor that has eaten through the coating. Oil area 2 3'x2' Picture 2 1 3' B used for Building on Bldg.

Bal - Old coating appears to hold p well to traffic For stample, see area of H. Outside the 152 office by the bolland, the world is broken at coalling is briesched. west side of B2, by the covered entrance. by the Ba - Longe Gron piethesen west and east bay there reit Picture 3 - Roof panel w/ no coating. Location Ba, bay 1st coof girden from Northwall, 4+4 roof granel from west wall. gauges through the roating Cprobably front pallet Heather's P. 2, North Epst brand Scole Rolling door, porthabent comen Crack Soverales in Briedes in water L'in BI has foating spalled off in Source places, insulation showing through. area line 16-3 B2, west bay - Expansion joint needs to be recorded (if the (2) new partich expanded & uncoated concrete crambe been) The nonthwest wall of the Rolling Doirs Bd office ( in cost pick of weet bay), conting to crecking Dee next page Sans Cuil. for notes on 1 \$ 2 \$ 3 on the wall

Desection of floor needs upon Derea of new conting patch where pre coating in spalling 3 the spalling off dld point (yellow paints. Read to determine if dow cuto by the doors were made before on after floors were coated. Floor conting East side of BD, east bray in petter shape & than west side ( the columns dwere used to divide the bay ) at some places, new chating has been applied over Paint (yelfore & white lines to guipe toffic and mark storage areas). The doating seems to appall off paint more expily

throw when applied to conclete Of appeals the bond between The coaling topant is weaken Then between coaling & concrete. There are pergrade places the sedding and the buildes prom. to Sollow lines of abol part Don B2, and and areat brange. the color of the coating largers Expression 10 be Coney-Green - 12st Conti (earlied) Coney (dank) - 2<sup>nd</sup> Conti Coney (donght) - New Goat (2002) In the solith bring of B2, it appears that there was a blue greys could loyer, below the gray-graam cost. This chot is nearly ab clean ap the paw bright core cost



Picture ¥6 - Ceiling of Picture 8 - Roob insulation Maintance B offices. Picture 7 - (Wallo in the Maintance B, showing holes fallen town along the south s east will of BH, accross from the LB girden and coating flaking aff There were peveral steel bando ton the coaled floor Maintenance B South Bay of B5 Dout Jeft site a n 1430, went Orpansion Joint Clentes alendy 019 accreto the river to Man check on which wells neer Door should be surveyed. overhead 2001 Deft Des Moines n 1530. I large per cipet. cracks that need to be recorded. Respecte There is evidence of repairs to on the ceiling insulation of the south broy of the Maintenance Blog

Dinise Mounda 10/21/02 0915 anived @ site. Met with Don Butters A Days Deorge. IE. 10945 Don Brown showed us around the buildings and site. He discussed the building maintenance with us. See intermen form. 1030 Don took up to store to purchase sampling Supplies Began raining. 11:30 Dan Butterp escorted us around an stupper and extraction wells, See internein form. 1230 Collected soil sample from South Pond overflow Overflow was wet with remning water. We selected location with the most Sudiment to set up sumpling point 1247 Collected soil simple according to QAPI

2) 10/21/02 Benise m Lieche Denise M Luche | 10/21/02 1:10 Left site for lunch. Hoteles Huronoth to nume some n 2:10 returned to site . Begg maperting cap. Begon I meching altention at South edge near also, noticed the South pound . I and worked wells that and mot our way north along thave locks of cap Bldgs. Then a One is Pur-6. The product Blog and up between the Blogsother two are mo of NW-7 Csouth of Orterall, maintenince one ligar other appeared good. Some major areas for just month of South Pond weeds exercatching on edge over Zheet in spots; See Don Brown indicated that they only patch the apphalt 450 pm Lef most the concrete, which meddo repair and cracks sealed in several spota: and between bldgs 2 1 3 neeles loks of work - pit with water, dange subsidence at noth west corner, tie Venice In the

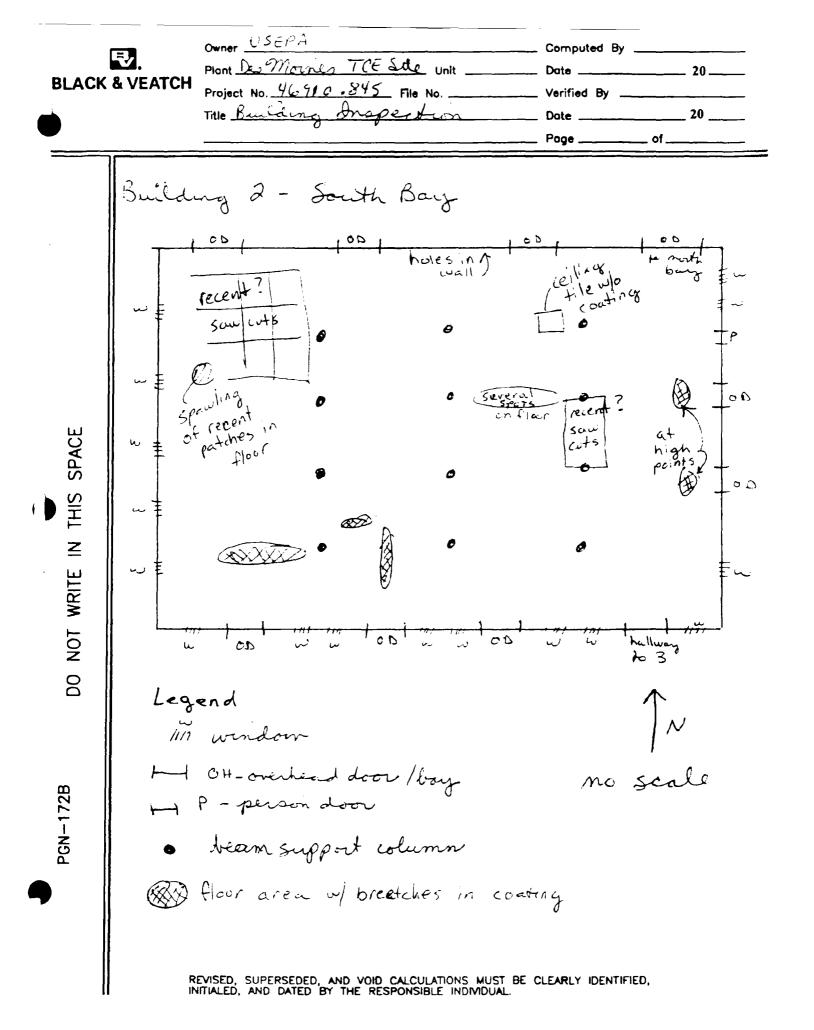
4 15 Des Moines TCE Sute 10/21/02 Photo Log Dutes Frame Subject Date Fran Suby Facing 5 - an Stupper 10/21/02 ·0/21/02 172 Tower Bidge Z/3 = N Facing N-ain Stupper Torner 10/21/02 2 10/21/92 13 Facing NE, scrape Intake (air) phillets by Bldg Matt. 10/21/02 3 ain Strippen Town Facaplate 10/21/02 14 Freeing E, debris 10/21/02 4 Extraction Well ERW-9 (SE) analia 5 of Brack Maint, 10/21/02 S South found Sampling, focing 10/21/01= 15 | Facing 5, 4,8+ have NW. ME comer of Bldg at South Pond Superny Ipcations 10/21/02 6 10/21/02 14 Facing tacing W- South Pond 10/21/07 La 3 max 7 South Pond Samplin' location Aligots on North side of 10/21/02 17 Freing #5 severe gracking off adp cast of the Dico overflow 10/21/02 Facing E, SE edge of cap 4 18 Facing Sw, drain in 10/21/02 showing weed encroachments 10/21/02 9 Facing W, Sw SE area of 10/21/02 cap showing failore prea Fazing w, see 11 10/21/02 10 Facing E, SE area of cap, 20 Facing dere k 10/21/02 patched holes from pallets 10/21/02 FaingE, Good Hetween Bldg 4/5 11 at Aldy Production 10/21/02 and cap 21 Unnumbered Denie margale 10/21/02 Mub-7, ERW 7, No cap/lock Denia manche 10/21/02

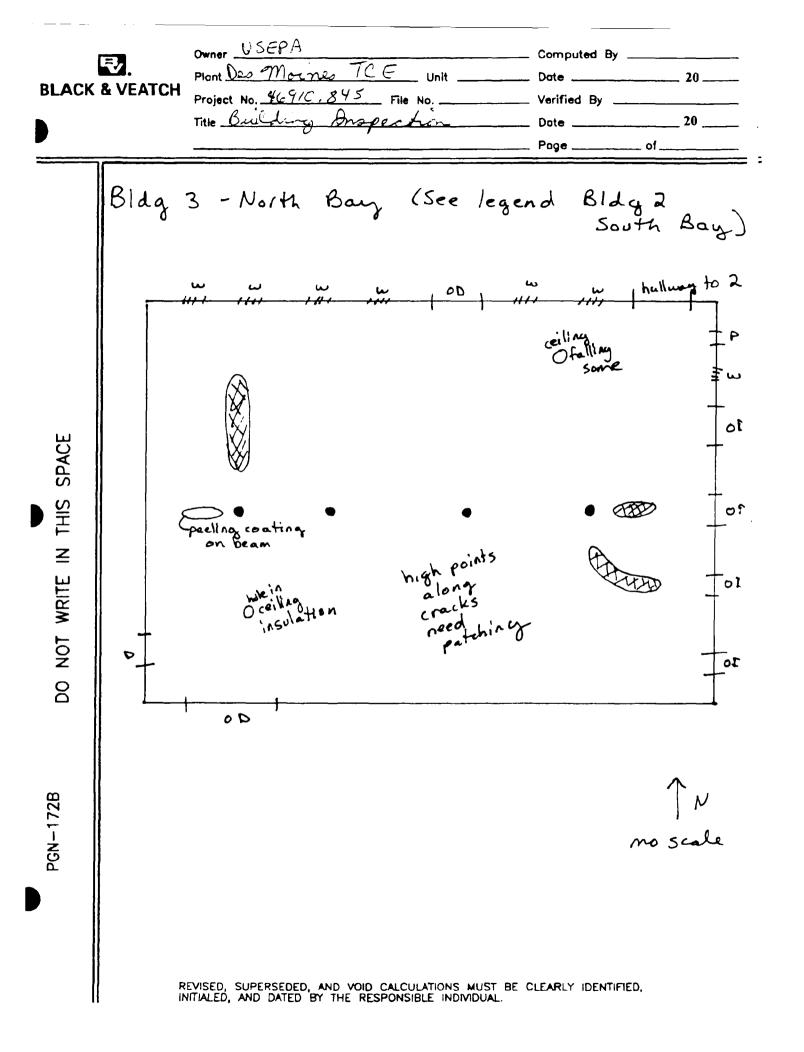
6 10/21/02 10/22/02 Photo Log Photo Gogan I Frame Subject Date Date Frame Subject 10/21/02 22 Unounhered broken, 10/22/1012 6 Office area on east end unlocked no cop, frailer of Maintenance Bldg. still in well, between Fallen Ceiling parel NW-7 and ERW-6 and unrepaired well P-6 no cop, no 10/21/02 23 ceiling and a lock 10/22/02 7 Office area on east Faring S, SW area 10/21/02 24 end of Muintenance Bldg. Holes in wall, chipped of cap fallen contrag , typical Bldg 1 office broken 10 22/02 1 of whole office area wall board , peeling 10/22/02 8 Bldg 4; fallen wall Loating insulation panel, east Bldy & Ceiling insulation 10/22/02 2 : weall panel missing coating 10/22/02 9 Bldy 4/5, general picture Bldg & Floor showing 10/22/02 3 10/22/02 10 Bldg 4, shacked pallets wear of wheels 10/22/02 34 Bldg Maintenance. Stored 10/22/02 11 Facing SE, Air Stripper materials effluent location on 10/22/02 5 Maintenare Bldg. Ceiling the Raccoon Riven patches and unpatched Demi Mi Linche 10/22/02 area 10722/02

8 Genise Montuch 10/22/02 Sanie Motherla 10/22/02 0800 arrived at site, checked 1020 Rem in at alle office . Winder 40°F. 0805 Began Blog 1 Inspection. See separate pages for specific inspection items. 1055 General Items do note: Need Bldg 3 to repair cracks (clean then seals in floors; should repope all insulation seams where not holding. Need to be reparente shad Bldg 3 sure to dean area before 1105 Fine applying sealant to maintenance prevent spawling, general OK except 0820 Begin Bldg 2 inspection office area and of past maindance of Question about whether sam and in South Bay are post-sealant. of so, need to seal and be sure any repaire. future withing done safely. See separte almost sheet for specific items. has finled 1010 Finished Blog 2 took break at office. 1135 Finish Maint. mine Manute Dense M Lunch In linch 10/22/02 10/22/02

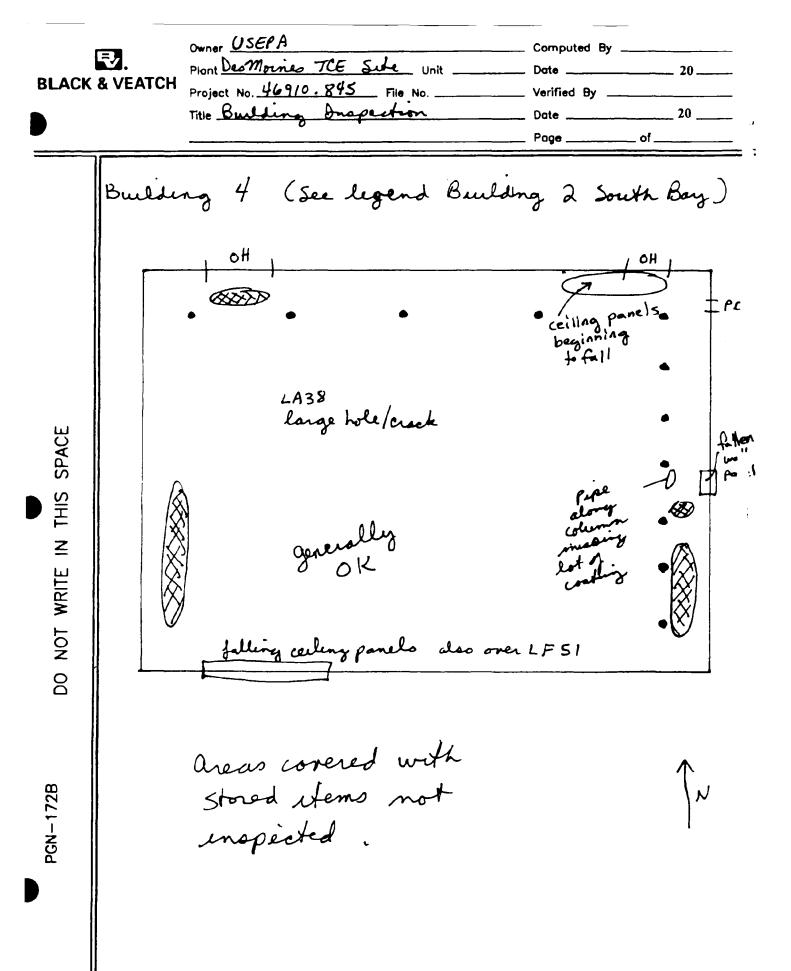
the second s

10 Genere M Knechen 10/22/02 1230 Begin inspection of € 150C Bldg HIS. On general od spars 80 See attached Specific stems. This is the only buldin still use. Storing times I whele on pallets • 1415 Finched Blog 415 inspect 1420 Droperted air stupper efferent in the Raccoon appears in g . although repai access for sample is precanous 1430 checked out with Intan office. Went acrose in the Oso Mornes Water Work Parke. 10/22/02 Z.,

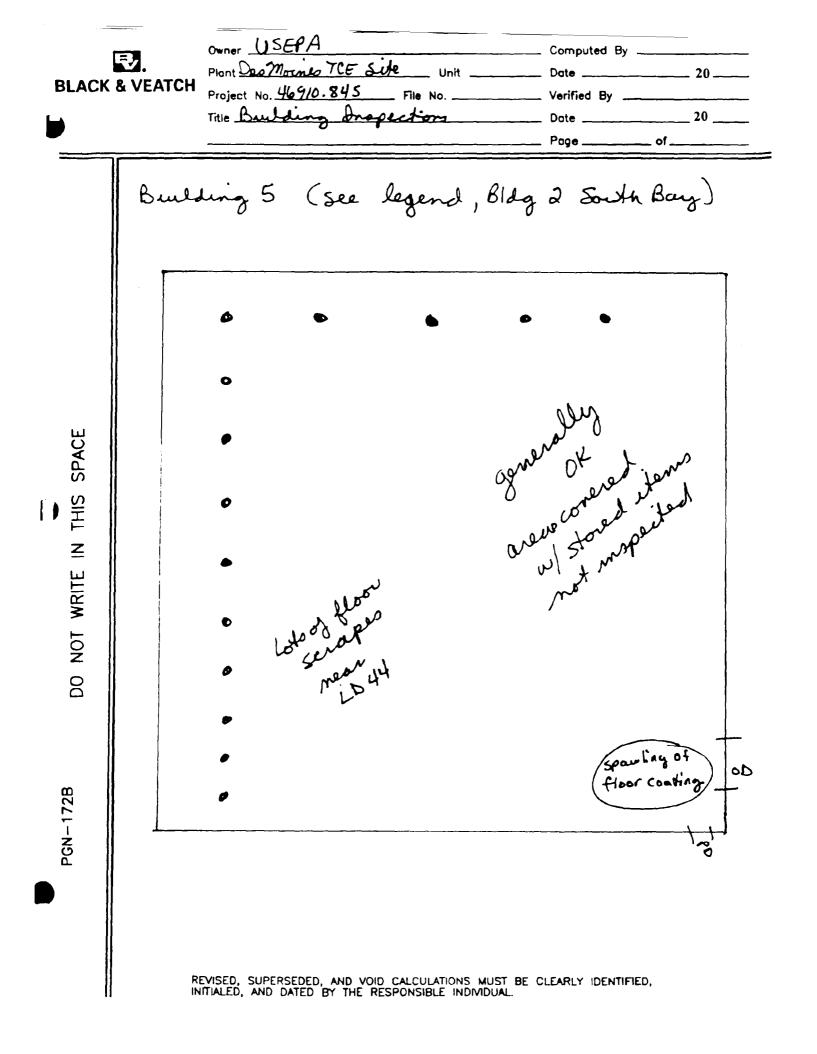


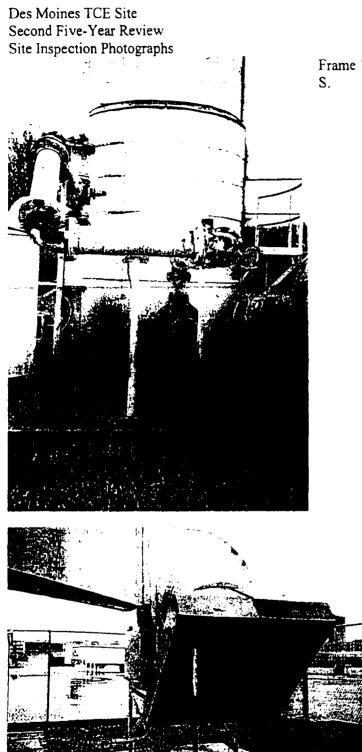


Owner USEPA \_ Computed By \_\_\_\_ E) Plant Des Moines TCE Sute Unit \_ Dote . \_\_\_\_\_ 20 \_\_\_\_ **BLACK & VEATCH** Project No. 46910.845 File No. \_\_\_\_\_ Verified By \_\_\_\_\_ Title Building Inspection \_\_\_\_\_ 20 \_ Date \_ Page \_\_\_\_\_ \_\_\_\_ of \_\_\_ South Bay of Building 3 - Patching needed on north wall - hole in Su obserhead door needs patching - recording needed on floor by east overhead door SPACE Southwest Bay of Building 3 - several certing panels need repair NOT WRITE IN THIS -side wall panels on west need repair - scrape and recoat gerdere 0 PGN-172B REVISED, SUPERSEDED, AND VOID CALCULATIONS MUST BE CLEARLY IDENTIFIED, INITIALED, AND DATED BY THE RESPONSIBLE INDIVIDUAL.



REVISED, SUPERSEDED, AND VOID CALCULATIONS MUST BE CLEARLY IDENTIFIED, INITIALED, AND DATED BY THE RESPONSIBLE INDIVIDUAL.





Roll 1 October 21, 2002

Frame 1, Air stripper tower, facing S.

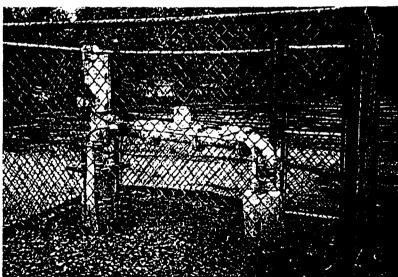
Frame 2, Air stripping tower air intake, facing N.

Roll 1 October 21, 2002

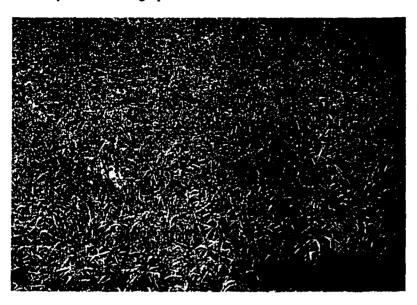
Des Moines TCE Site Second Five-Year Review Site Inspection Photographs



Frame 3, Air stripper tower faceplate.



Frame 4, Extraction Well ERW-9, facing SE.



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.



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.

October 21, 2002

Roll 1



Frame 10, Facing E, SE area of cap, patched holes from pallet storage.

Roll 1 October 21, 2002

of Bldg 4/5. Bldg. ä

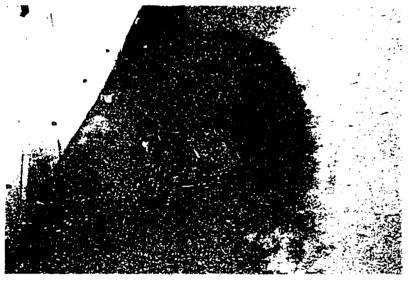
Frame 11, Facing E, gap along north end

Frame 12, Facing W, failed concrete area between Bldgs 2/3 and Maintenance

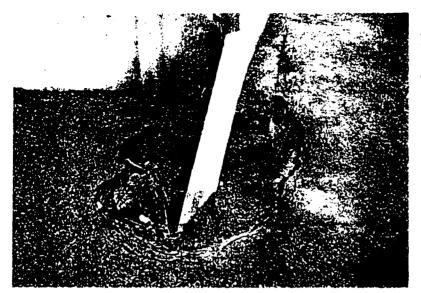


• Roll 1 October 21, 2002

Frame 13, Facing NE, scrapes from pallets by Maintenance Bldg.

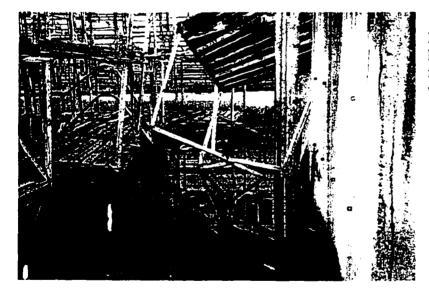


Frame 14, facing E, debris on drain S of Maintenance Bldg.



Roll 1 October 21, 2002

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.

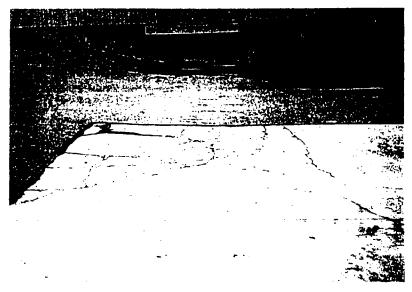


Roll 1 October 21, 2002

Frame 17, Facing S, cracking in NE area of cap, east of the Dico property.

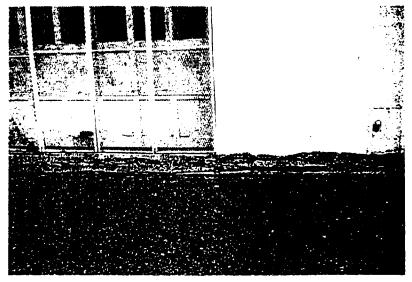


Frame 18, Facing SW, drain in cap east of Dico property.

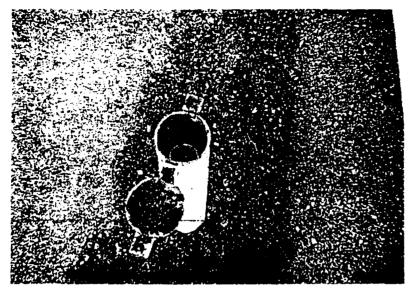


Roll 1 October 21, 2002

Frame 19, Facing W, cracking in concrete truck pad east of Bldg 4/5.

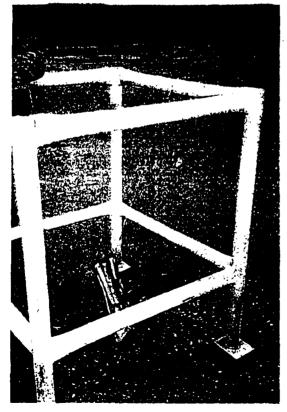


Frame 20, Facing S, broken curbing north side of the Production Bldg.



Roll 1 October 21, 2002

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.

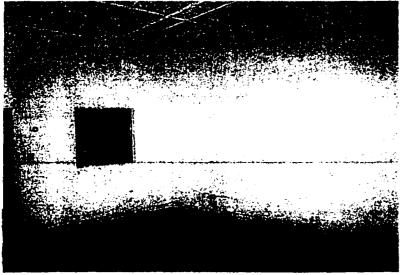


Roll 1 October 21, 2002

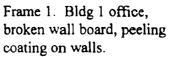
Frame 23, Well P-6, no cap or lock.

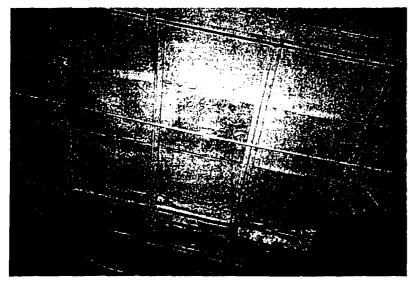


Frame 24, Facing S, SW area of cap near air stripper.



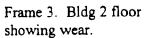
Roll 2 October 22, 2002

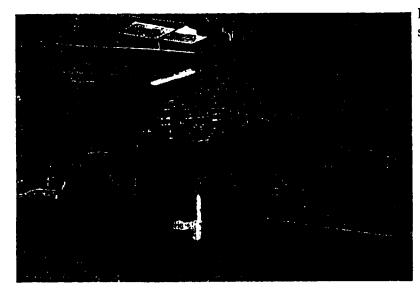




Frame 2. Bldg 2 ceiling insulation panel missing coating.



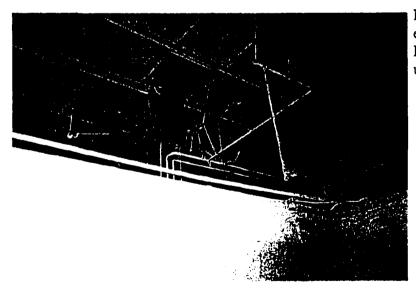




Frame 4. Maintenance Bldg stored materials.



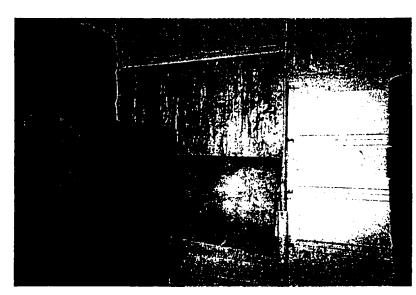
Frame 5. Maintenance Bldg Ceiling patches and unpatched areas.



Frame 6. Office area on east end of Maintenance Bldg. Fallen ceiling panel and unrepaired ceiling.

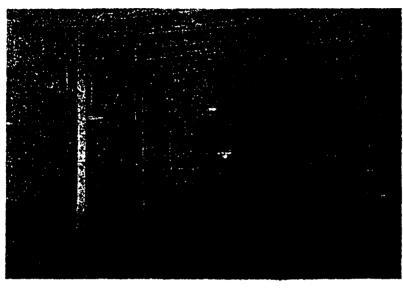


Frame 7. Office area on east end of Maintenance Bldg. Holes in wall, chipped and fallen coatings, typical of whole office area.

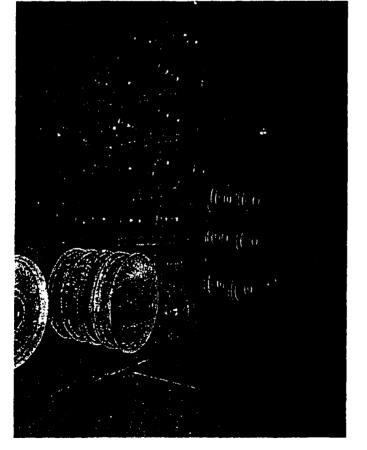


Frame 8. Bldg 4, fallen wall insulation panel, east wall.

Roll 2 October 22, 2002



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).