



# City of Muscatine



## AGENDA ITEM SUMMARY

City Council

DATE:  
August 19, 2021

### STAFF

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Pat Lynch, City Engineer

### SUBJECT

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Approval of the the easement and right-of-way agreements for the West Hill Sewer Separation Project (WHSSP), Phase 5B.

### EXECUTIVE SUMMARY

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The City of Muscatine Public Works Department has negotiated agreements with all of the affected property owners for Phase 5B of the WHSSP. These agreements will allow the City and its contractors access to install and maintain the sanitary sewer in this area. There are five (5) permanent easements and one (1) right of way acquisition. The total purchase amount is \$2,751.93. The values for each purchase were based on a per square foot price determined by utilizing the property's assessed value. For more information, see the attached table of acquisitions.

### STAFF RECOMMENDATION

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Staff recommends Council approve these agreements and direct the Mayor to sign the agreements so the Finance Department can issue the checks as soon as possible.

### BACKGROUND/DISCUSSION

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This is Phase 5 of the sewer separation project started in 2013 and is scheduled to run through 2028. The proposed schedule for this phase is shown below:

SET PUBLIC HEARING FOR FEBRUARY 18, 2021	02-04-2021
HOLD PUBLIC HEARING	02-18-2021
APPROVE PLANS AND SPECIFICATIONS	02-18-2021
RECEIVE AND OPEN BIDS	03-09-2021
RECOMMEND AWARD	04-01-2021
REQUEST APPROVAL OF CONTRACT AND BONDS	04-15-2021
NOTICE TO PROCEED – PH 5A	04-16-2021

Phase 5B is anticipated to begin in the Spring of 2022.

These yearly projects are to completely separate the older combined sewers in Muscatine. This is due to an EPA mandate. So, to keep on a schedule to complete the separations by the imposed deadline, Phase 5 must be built by the end of calendar year 2022.

#### **CITY FINANCIAL IMPACT**

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The budget is available to complete these projects from identified sources. The cost for this project was estimated to be between \$7,800,000 and \$8,000,000. A portion of this project will be reimbursed by MP&W for watermain work in this area. The City share of the costs will be funded from the Local Option Sales Tax.

#### **ATTACHMENTS**

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- Agreements
- Summary of Agreements

WEST HILL PHASE 5 PERMANENT EASEMENTS / PROPERTY PURCHASE				
Ownership/Occupancy				
Address	Deed Holder	Parcel ID	Mailing Address	Compensation
1715 Lucas St.	Eric Alan Tompkins	1303227002	1715 Lucas St. Muscatine, IA 52761	\$ 492.18
1811 Lucas St.	JOZSEF AND PAMALA TORDAI	1303226015	5635 Buckhorn Lane, Davenport, IA 52802- 2309	\$ 648.37
1815 Lucas St.	Joel or Sandra Alvarez	1303226009	1815 Lucas St. Muscatine, IA 52761	\$ 523.85
1819 Lucas St.	Amy Rosenkild Warnstaff	1303226008	2106 Sampson St. Muscatine, IA 52761	\$ 168.17
Lot 13 Lucas St. Addition	Judith L Calvelage	1303227001	102 High St. Muscatine, IA 52761	\$ 16.56
2123 Lucas St.	Brianna Casteel	834457001	2123 Lucas St. Muscatine, IA 52761	\$ 902.80 Purchase

Prepared by:

Patrick Lynch, City Engineer  
Department of Public Works  
1459 Washington St.  
Muscatine, IA 52761  
563-263-8933

Taxpayer/Property Owner

Casteel, Brianna  
2123 Lucas Street  
Muscatine, Iowa 52761

Return Address

Patrick Lynch, City Engineer  
Department of Public Works  
1459 Washington St.  
Muscatine, IA 52761

Document Title

**WARRANTY DEED**

Grantor

Brianna Casteel

Grantee

City of Muscatine

Parcel ID # - 834457001

Legal Description – Page 2

## **WARRANTY DEED**

For the consideration of NINE HUNDRED TWO AND 80/100 ---- (\$902.80) ----DOLLARS and other valuable consideration in hand paid by the City of Muscatine, Brianna Casteel does hereby convey to the City of Muscatine the following described real estate in Muscatine County, Iowa.

### **THE FEE SIMPLE TITLE GRANTED IS TO LAND DESCRIBED AS FOLLOWS:**

A PART OF LOT 1 OF CLIMER-NEWELL ADDITION, IN THE CITY OF MUSCATINE, MUSCATINE COUNTY, IOWA. BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 1; THENCE NORTH 89°26'25" EAST 33.41 FEET ALONG THE NORTH LINE OF LOT 1; THENCE SOUTH 51°41'41" WEST 20.23 FEET TO THE SOUTH LINE OF LOT 1; THENCE NORTH 64°24'46" WEST 21.73 FEET ALONG SAID SOUTH LINE TO THE WEST LINE OF LOT 1; THENCE NORTH 36°03'24" EAST 3.50 FEET ALONG SAID WEST LINE TO THE POINT OF BEGINNING, CONTAINING 0.006 ACRES OR 244 SQUARE FEET.

Grantor does hereby covenant with grantees, and successors in interest, that grantor holds the real estate by title in fee simple; that it has good and lawful authority to sell and convey the real estate; that the real estate is free and clear of all liens and encumbrances, except as may be above stated; and it covenants to warrant and defend the real estate against the lawful claims of all persons, except as may be above stated.

Grantor hereby states that the person(s) executing this instrument is/are duly authorized by the grantor and has/have the legal capacity to execute this instrument.

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.

**SELLER'S SIGNATURE AND CLAIMANT'S CERTIFICATION:** Upon due approval and execution by the Buyer, we the undersigned claimants certify the Total Lump Sum payment shown herein is just and unpaid.

Name Brianna Casteele  
Signed Brianna Casteele

Name \_\_\_\_\_  
Signed \_\_\_\_\_

2123 Lucas St.  
(Mailing Address)

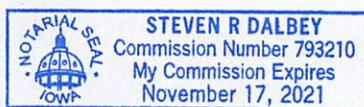
(NOTARY PUBLIC: PLEASE COMPLETE LEFT AND RIGHT SIDES)

**SELLER'S ALL-PURPOSE ACKNOWLEDGMENT**

STATE OF IOWA }  
COUNTY OF MUSCATINE } ss:

On this 8th day of January, A.D. 2021, before me, the undersigned, a Notary Public in and for said State, personally appeared Brianna Casteele,

to me personally known, or  
 proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



Steven R. Dalbey (Sign in Ink)  
Steven R. Dalbey (Print/Type Name)  
Notary Public in and for the State of Iowa  
My Commission expires 11/17/2021

(NOTARIAL SEAL)

**BUYER'S APPROVAL**

Recommended by: \_\_\_\_\_ (Date) \_\_\_\_\_

Approved by: \_\_\_\_\_ (Date) \_\_\_\_\_

**BUYER'S ACKNOWLEDGMENT**

STATE OF IOWA  
COUNTY OF MUSCATINE

On this \_\_\_\_\_ day of \_\_\_\_\_ 201\_\_\_\_\_, before me, the undersigned, personally appeared, known to me to be an authorized representative of Buyer and who did say that said instrument was signed on behalf of Buyer by its authority duly recorded in its minutes, and said authorized representative acknowledged the execution of said instrument, which signature appears hereon, to be the voluntary act and deed of Buyer and by it voluntarily executed.

(NOTARIAL SEAL)

Notary Public in and for the State of Iowa

**CAPACITY CLAIMED BY SIGNER:**

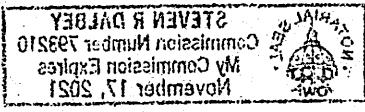
INDIVIDUAL  
 CORPORATE

Title(s) of Corporate Officer(s): \_\_\_\_\_

Corporate Seal is affixed  
 No Corporate Seal procured  
 PARTNER(s):  
 Limited Partnership  
 General Partnership  
 ATTORNEY-IN-FACT  
 EXECUTOR(s) or TRUSTEE(s)  
 GUARDIAN(s) or CONSERVATOR(s)  
 OTHER: \_\_\_\_\_

**SIGNER IS REPRESENTING:**

List name(s) of entity (ies) or person(s) \_\_\_\_\_



**CITY OF MUSCATINE  
PERMANENT UTILITY EASEMENT**

For the consideration of SIXTEEN AND 56/100 ----- (\$16.56) ----- DOLLARS Judith Calvelage hereby grants to the City of Muscatine (City) the following described real estate in Muscatine County, Iowa for a public utility easement through and across the following described real estate. The City intends to construct, at no cost to the owners, a new sanitary sewer main through the existing permanent easement area on the property. This new permanent utility easement area is adjacent to that existing permanent utility easement area.

**THE PERMANENT UTILITY EASEMENT GRANTED IS TO LAND DESCRIBED AS FOLLOWS:**

AN EASEMENT OVER LOT 13 OF LUCAS STREET ADDITION, IN THE CITY OF MUSCATINE, MUSCATINE COUNTY, IOWA. COMMENCING AT THE NORTHWEST CORNER OF LOT 13; THENCE SOUTH 00°12'43" WEST 68.58 FEET ALONG THE WEST LINE OF LOT 13 TO THE POINT OF BEGINNING AND THE SOUTH LINE OF AN EXISTING SEWER EASEMENT TO THE CITY OF MUSCATINE AS RECORDED IN BOOK 77 PAGE 353 IN THE OFFICE OF THE RECORDER IN MUSCATINE COUNTY, IOWA; THENCE NORTH 71°50'15" EAST 38.72 FEET ALONG SAID SOUTH LINE; THENCE SOUTH 56°18'16" WEST 44.28 FEET TO THE WEST LINE OF LOT 13; THENCE NORTH 00°12'43" EAST 12.49 FEET ALONG SAID WEST LINE TO THE POINT OF BEGINNING, CONTAINING 0.005 ACRES OR 230 SQUARE FEET.

THIS PARCEL CONTAINS 230 SQUARE FEET MORE OR LESS.

This Permanent Easement is given in fulfillment of this agreement dated February 1, 2021 and recorded in the Muscatine County Recorder's Office except for those terms that survive the execution of the document.

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

1. **OBSTRUCTIONS PROHIBITED.** Grantor shall not erect any above-ground structures, fencing, or other impediments to pedestrian or motorized travel over or within the Easement Area without obtaining the prior written approval of the City Engineer.
2. **CHANGE OF GRADE PROHIBITED.** Grantor shall not change the grade, elevation or contour of any part of the Easement Area without obtaining the prior written consent of the City Engineer.
3. **RIGHT OF ACCESS.** The 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.
4. **EASEMENT RUNS WITH LAND.** This Easement shall be deemed to run with the land and shall be binding on Grantor and on Grantor's successors and assigns.
5. **APPROVAL BY CITY.** This Easement shall not be binding until it has received the final approval and acceptance by the City of Muscatine by Resolution.

Grantor(s) do(es) hereby covenant with grantees, and successors in interest, that grantor(s) hold(s) the real estate by title in fee simple; that he/she/they has/have good and lawful authority to convey a permanent utility easement upon the real estate; that the real estate is free and clear of all liens and encumbrances, except as may be above stated; and grantor(s) covenant(s) to warrant and defend the real estate against the lawful claims of all persons, except as may be above stated.

Grantor(s) hereby state(s) that the person(s) executing this instrument is/are duly authorized by the grantor(s) and has/have the legal capacity to execute this instrument. 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.

**SELLER'S SIGNATURE AND CLAIMANT'S CERTIFICATION:** Upon due approval and execution by the Buyer, we the undersigned claimants certify the Total Lump Sum payment shown herein is just and unpaid.

Name Judith Calvelage  
Signed Judith Calvelage

Name \_\_\_\_\_

Signed \_\_\_\_\_

102 High Street Muscatine IA  
(Mailing Address) 52761

(NOTARY PUBLIC: PLEASE COMPLETE LEFT AND RIGHT SIDES)

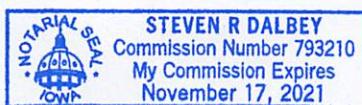
**SELLER'S ALL-PURPOSE ACKNOWLEDGMENT**

STATE OF IOWA }  
COUNTY OF MUSCATINE } ss:

On this 1<sup>st</sup> day of February, A.D. 2021, before me, the undersigned, a Notary Public in and for said State, personally appeared

to me personally known, or

proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



Steven R Dalbey (Sign in Ink)

Steven R Dalbey (Print/Type Name)  
Notary Public in and for the State of Iowa  
My Commission expires 11/17/2021

(NOTARIAL SEAL)

**BUYER'S APPROVAL**

Recommended by: \_\_\_\_\_ (Date) \_\_\_\_\_

Approved by: \_\_\_\_\_ (Date) \_\_\_\_\_

**BUYER'S ACKNOWLEDGMENT**

STATE OF IOWA  
COUNTY OF MUSCATINE

On this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_ before me, the undersigned, personally appeared \_\_\_\_\_ known to me to be an authorized representative of Buyer and who did say that said instrument was signed on behalf of Buyer by its authority duly recorded in its minutes, and said authorized representative acknowledged the execution of said instrument, which signature appears hereon, to be the voluntary act and deed of Buyer and by it voluntarily executed.

Notary Public in and for the State of Iowa

**CAPACITY CLAIMED BY SIGNER:**

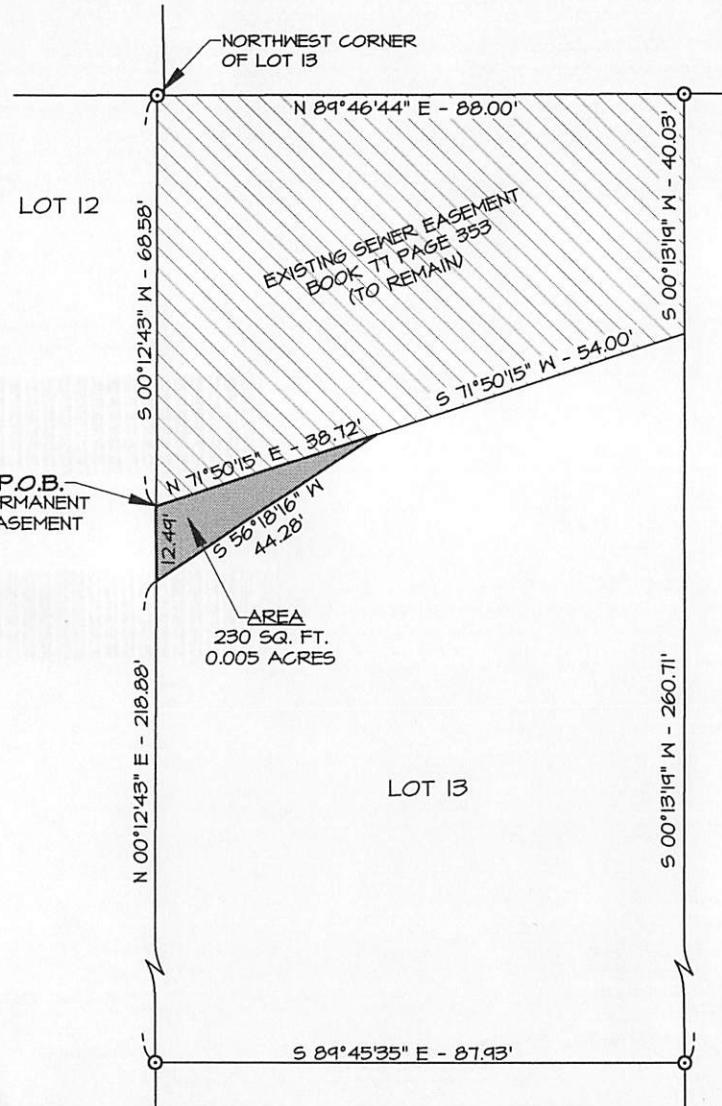
INDIVIDUAL  
 CORPORATE

Title(s) of Corporate Officer(s): \_\_\_\_\_

Corporate Seal is affixed  
 No Corporate Seal procured  
 PARTNER(s):  
 Limited Partnership  
 General Partnership  
 ATTORNEY-IN-FACT  
 EXECUTOR(s) or TRUSTEE(s)  
 GUARDIAN(s) or CONSERVATOR(s)  
 OTHER: \_\_\_\_\_

**SIGNER IS REPRESENTING:**

List name(s) of entity(ies) or person(s) \_\_\_\_\_



ACQUISITION PLAT  
PERMANENT EASEMENT  
WEST HILL AREA  
SANITARY AND STORM  
SEPARATION - PHASE 5

WILLIAM A. & JUDITH L. CALVELAGE  
102 HIGH ST.

PERMANENT EASEMENT DESCRIPTION -

AN EASEMENT OVER LOT 13 OF LUCAS STREET ADDITION, IN THE CITY OF MUSCATINE, MUSCATINE COUNTY, IOWA. COMMENCING AT THE NORTHWEST CORNER OF LOT 13; THENCE SOUTH 00°12'43" WEST 68.58 FEET ALONG THE WEST LINE OF LOT 13 TO THE POINT OF BEGINNING AND THE SOUTH LINE OF AN EXISTING SEWER EASEMENT TO THE CITY OF MUSCATINE AS RECORDED IN BOOK 77 PAGE 353 IN THE OFFICE OF THE RECORDER IN MUSCATINE COUNTY, IOWA; THENCE NORTH 71°50'15" EAST 38.72 FEET ALONG SAID SOUTH LINE; THENCE SOUTH 56°18'16" WEST 44.28 FEET TO THE WEST LINE OF LOT 13; THENCE NORTH 00°12'43" EAST 12.49 FEET ALONG SAID WEST LINE TO THE POINT OF BEGINNING, CONTAINING 0.005 ACRES OR 230 SQUARE FEET.



20 0 20

BASIS OF BEARINGS

IOWA STATE PLANE COORDINATE SYSTEM  
SOUTH ZONE

I hereby certify that this land surveying document was prepared and the related survey work was performed by me or under my direct personal supervision and that I am a duly licensed Professional Land Surveyor under the laws of the State of Iowa.

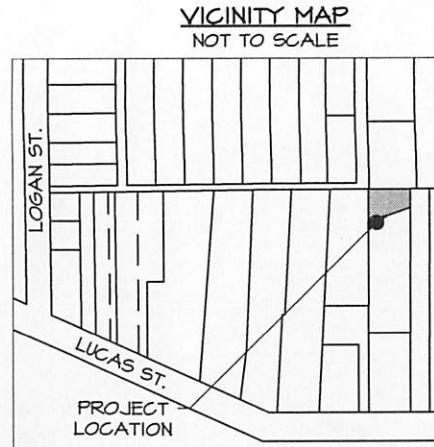
*Seth A. Whitacre*

Seth A. Whitacre

Date 12/03/20 Reg. No. 18379

My license renewal date is December 31, 2020

Pages or sheets covered by this seal: 1



LEGEND

- PROPERTY LINE
- PERMANENT EASEMENT
- EXISTING EASEMENT
- FOUND 1/2" REBAR W/YELLOW CAP #10316

SURVEY COMPANY / RETURN TO: <b>Martin &amp; Whitacre</b> <b>Surveyors &amp; Engineers, Inc.</b> 1508 BIDWELL ROAD, MUSCATINE, IOWA 52761 INFO@MARTIN-WHITACRE.COM (563)263-7691						
SURVEYOR: SETH A. WHITACRE						
PROPRIETOR(S): WILLIAM A. & JUDITH L. CALVELAGE						
REQUESTOR: CITY OF MUSCATINE						
LUCAS ST. ADDITION	FILE CITY #49	BOOK 1"	SCALE =20'	DRN SAW	CHK'D GW/MK	DATE 12/3/20
REV. 0						JOB NO. 860520
						SHEET 1 OF 1

**CITY OF MUSCATINE  
PERMANENT UTILITY EASEMENT**

For the consideration of ONE HUNDRED SIXTY EIGHT AND 17/100 ----- (\$168.17) ----- DOLLARS Amy Rosenkild hereby grants to the City of Muscatine (City) the following described real estate in Muscatine County, Iowa for a public utility easement through and across the following described real estate. The City intends to construct, at no cost to the owners, a new sanitary sewer main through the existing and new permanent easement areas on the property. This new permanent utility easement area is adjacent to the existing permanent utility easement area.

**THE PERMANENT UTILITY EASEMENT GRANTED IS TO LAND DESCRIBED AS FOLLOWS:**

AN EASEMENT OVER LOT 7 OF LUCAS STREET ADDITION, IN THE CITY OF MUSCATINE, MUSCATINE COUNTY, IOWA. COMMENCING AT THE NORTHEAST CORNER OF LOT 7; THENCE SOUTH 02°29'40" WEST 216.34 FEET ALONG THE EAST LINE OF LOT 7 TO THE POINT OF BEGINNING AND THE SOUTH LINE OF AN EXISTING SEWER EASEMENT TO THE CITY OF MUSCATINE AS RECORDED IN BOOK 77 PAGE 388 IN THE OFFICE OF THE RECORDER IN MUSCATINE COUNTY, IOWA; THENCE CONTINUING ALONG SAID EAST LINE SOUTH 02°29'40" WEST 14.33 FEET; THENCE SOUTH 63°40'20" WEST 23.34 FEET; THENCE SOUTH 01°01'07" WEST 11.56 feet; THENCE NORTH 85°07'50" WEST 22.11 FEET; THENCE NORTH 05°31'28" EAST 17.66 FEET TO THE SOUTHWEST LINE OF SAID EXISTING EASEMENT; THENCE SOUTH 36°30'56" EAST 11.56 FEET ALONG SAID SOUTHWEST LINE TO THE SOUTHERNMOST POINT OF SAID EASEMENT; THENCE NORTH 53°29'04" EAST 43.80 FEET ALONG THE SOUTHEAST LINE OF SAID EXISTING EASEMENT TO THE POINT OF BEGINNING, CONTAINING 0.013 ACRES OR 546 SQUARE FEET.

This Permanent Easement is given in fulfillment of this agreement dated May 4, 2021 and recorded in the Muscatine County Recorder's Office except for those terms that survive the execution of the document.

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

1. **OBSTRUCTIONS PROHIBITED.** Grantor shall not erect any above-ground structures, fencing, or other impediments to pedestrian or motorized travel over or within the Easement Area without obtaining the prior written approval of the City Engineer.
2. **CHANGE OF GRADE PROHIBITED.** Grantor shall not change the grade, elevation or contour of any part of the Easement Area without obtaining the prior written consent of the City Engineer.
3. **RIGHT OF ACCESS.** The 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.
4. **EASEMENT RUNS WITH LAND.** This Easement shall be deemed to run with the land and shall be binding on Grantor and on Grantor's successors and assigns.
5. **APPROVAL BY CITY.** This Easement shall not be binding until it has received the final approval and acceptance by the City of Muscatine by Resolution.

Grantor(s) do(es) hereby covenant with grantees, and successors in interest, that grantor(s) hold(s) the real estate by title in fee simple; that he/she/they has/have good and lawful authority to convey a permanent utility easement upon the real estate; that the real estate is free and clear of all liens and encumbrances, except as may be above stated; and grantor(s) covenant(s) to warrant and defend the real estate against the lawful claims of all persons, except as may be above stated.

Grantor(s) hereby state(s) that the person(s) executing this instrument is/are duly authorized by the grantor(s) and has/have the legal capacity to execute this instrument. 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.

**SELLER'S SIGNATURE AND CLAIMANT'S CERTIFICATION:** Upon due approval and execution by the Buyer, we the undersigned claimants certify the Total Lump Sum payment shown herein is just and unpaid.

Name Amy Rosenkild

Name \_\_\_\_\_

Signed Amy Rosenkild

Signed \_\_\_\_\_

2106 Sampson Street Muscatine IA  
(Mailing Address) 52761

(NOTARY PUBLIC: PLEASE COMPLETE LEFT AND RIGHT SIDES)

**SELLER'S ALL-PURPOSE ACKNOWLEDGMENT**

STATE OF IOWA }  
COUNTY OF MUSCATINE } ss:

On this 4th day of May, A.D. 2021, before me, the undersigned, a Notary Public in and for said State, personally appeared

Amy Rosenkild

to me personally known, or

proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



Steven R. Dalbey (Sign in Ink)

Steven R. Dalbey (Print/Type Name)  
Notary Public in and for the State of Iowa  
My Commission expires 11/17/2021

(NOTARIAL SEAL)

**CAPACITY CLAIMED BY SIGNER:**

INDIVIDUAL

CORPORATE

Title(s) of Corporate Officer(s): \_\_\_\_\_

Corporate Seal is affixed

No Corporate Seal procured

PARTNER(s):

Limited Partnership

General Partnership

ATTORNEY-IN-FACT

EXECUTOR(s) or TRUSTEE(s)

GUARDIAN(s) or CONSERVATOR(s)

OTHER: \_\_\_\_\_

**SIGNER IS REPRESENTING:**

List name(s) of entity(ies) or person(s) \_\_\_\_\_

**BUYER'S APPROVAL**

Recommended by: \_\_\_\_\_ (Date) \_\_\_\_\_

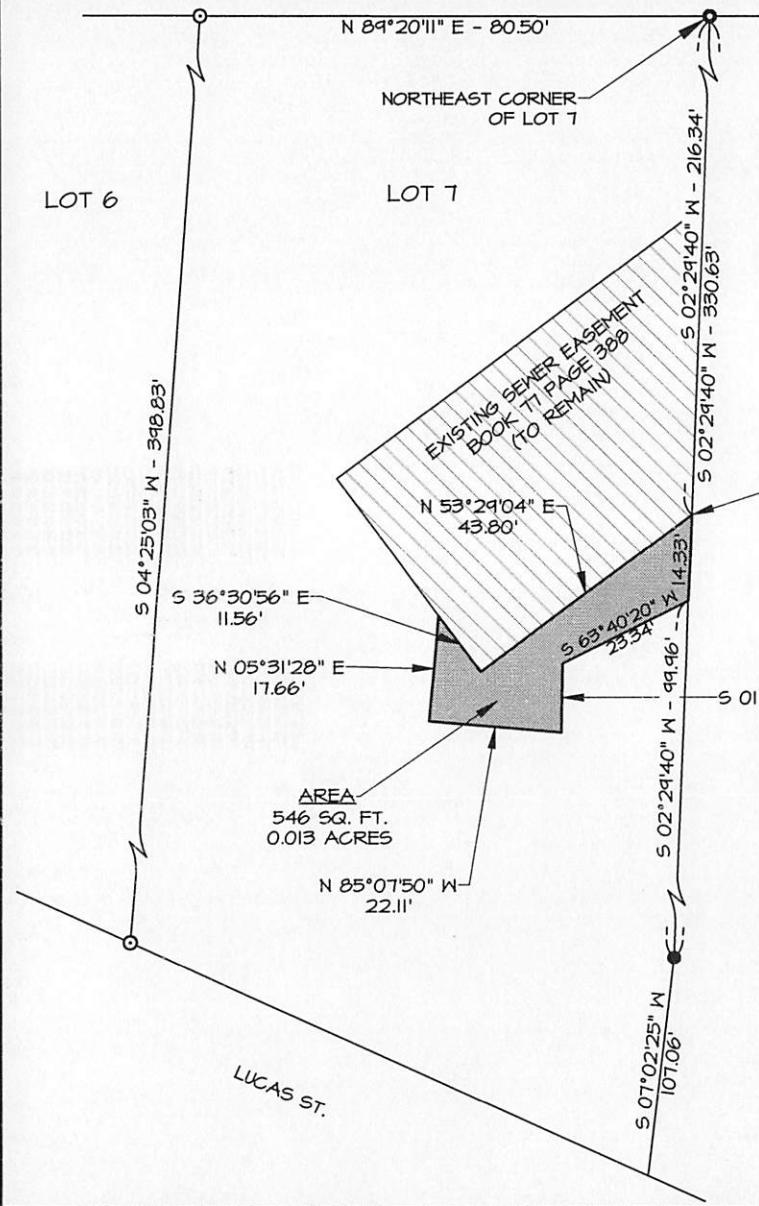
Approved by: \_\_\_\_\_ (Date) \_\_\_\_\_

**BUYER'S ACKNOWLEDGMENT**

STATE OF IOWA  
COUNTY OF MUSCATINE

On this \_\_\_\_ day of \_\_\_\_ 20 \_\_\_\_ before me, the undersigned, personally appeared \_\_\_\_\_ known to me to be an authorized representative of Buyer and who did say that said instrument was signed on behalf of Buyer by its authority duly recorded in its minutes, and said authorized representative acknowledged the execution of said instrument, which signature appears hereon, to be the voluntary act and deed of Buyer and by it voluntarily executed.

Notary Public in and for the State of Iowa



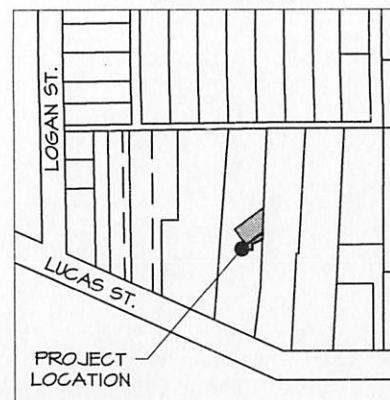
**ACQUISITION PLAT  
PERMANENT EASEMENT  
WEST HILL AREA  
SANITARY AND STORM  
SEPARATION - PHASE 5**

AMY ROSENKILD  
1819 LUCAS ST.



20 0 20

**VICINITY MAP  
NOT TO SCALE**



**LEGEND**

	PROPERTY LINE
	PERMANENT EASEMENT
	EXISTING EASEMENT
○	FOUND 1/2" X 36" REBAR W/BLUE CAP #18379
●	FOUND IRON PIPE
●	FOUND 1/2" REBAR

**PERMANENT EASEMENT DESCRIPTION -**

AN EASEMENT OVER LOT 7 OF LUCAS STREET ADDITION, IN THE CITY OF MUSCATINE, MUSCATINE COUNTY, IOWA. COMMENCING AT THE NORTHEAST CORNER OF LOT 7; THENCE SOUTH 02°29'40" WEST 216.34 FEET ALONG THE EAST LINE OF LOT 7 TO THE POINT OF BEGINNING AND THE SOUTH LINE OF AN EXISTING SEWER EASEMENT TO THE CITY OF MUSCATINE AS RECORDED IN BOOK 77 PAGE 388 IN THE OFFICE OF THE RECORDER IN MUSCATINE COUNTY, IOWA; THENCE CONTINUING ALONG SAID EAST LINE SOUTH 02°29'40" WEST 14.33 FEET; THENCE SOUTH 63°40'20" WEST 23.34 FEET; THENCE SOUTH 01°01'07" WEST 11.56 FEET; THENCE NORTH 65°07'50" WEST 22.11 FEET; THENCE NORTH 05°31'28" EAST 17.66 FEET TO THE SOUTHWEST LINE OF SAID EXISTING EASEMENT; THENCE SOUTH 36°30'56" EAST 11.56 FEET ALONG SAID SOUTHWEST LINE TO THE SOUTHERNMOST POINT OF SAID EASEMENT; THENCE NORTH 53°29'04" EAST 43.80 FEET ALONG THE SOUTHEAST LINE OF SAID EXISTING EASEMENT TO THE POINT OF BEGINNING, CONTAINING 0.013 ACRES OR 546 SQUARE FEET.

**BASIS OF BEARINGS  
IOWA STATE PLANE COORDINATE SYSTEM  
SOUTH ZONE**

I hereby certify that this land surveying document was prepared and the related survey work was performed by me or under my direct personal supervision and that I am duly licensed Professional Land Surveyor under the laws of the State of Iowa.

Seth A. Whitacre

Date 12/03/20 Reg. No. 18379

My license renewal date is December 31, 2020

Pages or sheets covered by this seal: 1



<b>SURVEY COMPANY / RETURN TO:</b> <b>Martin &amp; Whitacre</b> <b>Surveyors &amp; Engineers, Inc.</b> 1508 BIDWELL ROAD, MUSCATINE, IOWA 52761 INFO@MARTIN-WHITACRE.COM (563)263-7691							
SURVEYOR: SETH A. WHITACRE							
PROPRIETOR(S): AMY ROSENKILD							
REQUESTOR: <b>CITY OF MUSCATINE</b>							
FILE LUCAS ST. ADDITION	BOOK CITY #49	SCALE 1"=20'	DRN SAW	CHK'D MK/GW	DATE 12/3/20	JOB NO. 8605.20	SHEET 1 OF 1

**CITY OF MUSCATINE  
PERMANENT UTILITY EASEMENT**

For the consideration of FIVE HUNDRED TWENTY THREE AND 85/100 ----- (\$523.85) ----- DOLLARS Joel or Sandra Alvarez hereby grants to the City of Muscatine (City) the following described real estate in Muscatine County, Iowa for a public utility easement through and across the following described real estate. The City intends to construct, at no cost to the owners, a new sanitary sewer main through the existing and new permanent easement areas on the property. This new permanent utility easement area is adjacent to the existing permanent utility easement area.

**THE PERMANENT UTILITY EASEMENT GRANTED IS TO LAND DESCRIBED AS FOLLOWS:**

AN EASEMENT OVER LOT 8 OF LUCAS STREET ADDITION, IN THE CITY OF MUSCATINE, MUSCATINE COUNTY, IOWA. COMMENCING AT THE NORTHEAST CORNER OF LOT 8; THENCE SOUTH 03°15'09" WEST 157.02 FEET ALONG THE EAST LINE OF LOT 8 TO THE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID EAST LINE SOUTH 03°15'09" WEST 34.83 FEET; THENCE SOUTH 63°40'20" WEST 88.43 FEET TO THE WEST LINE OF LOT 8; THENCE ALONG SAID WEST LINE NORTH 02°29'40" EAST 14.33 FEET TO THE SOUTH LINE OF AN EXISTING SEWER EASEMENT TO THE CITY OF MUSCATINE AS RECORDED IN BOOK 77 PAGE 389 IN THE OFFICE OF THE RECORDER IN MUSCATINE COUNTY, IOWA. THENCE NORTH 53°29'04" EAST 100.29 FEET ALONG SAID SOUTH EASEMENT LINE TO THE POINT OF BEGINNING, CONTAINING 0.044 ACRES OR 1898 SQUARE FEET.

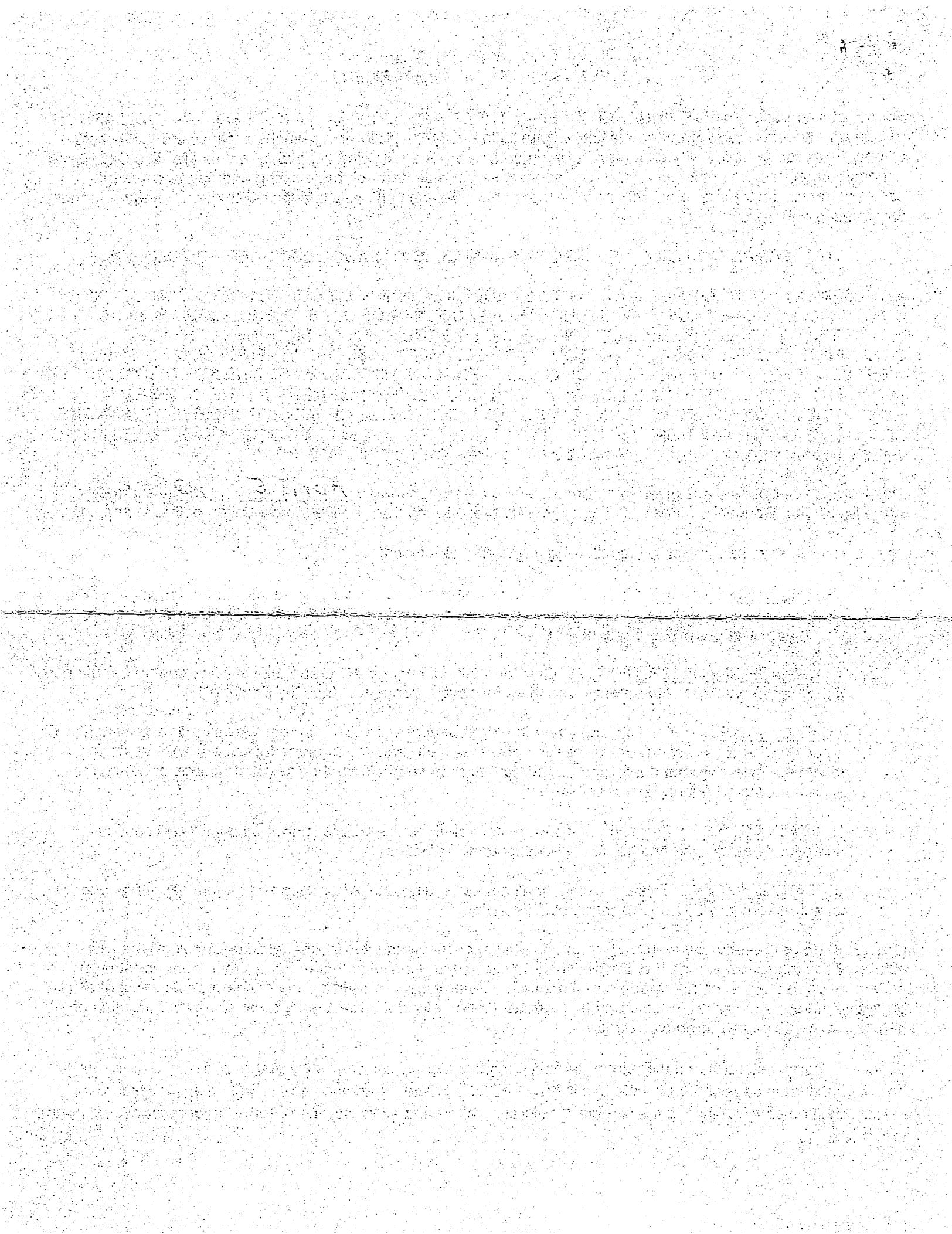
This Permanent Easement is given in fulfillment of this agreement dated April 5, 2021 and recorded in the Muscatine County Recorder's Office except for those terms that survive the execution of the document.

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

1. OBSTRUCTIONS PROHIBITED. Grantor shall not erect any above-ground structures, fencing, or other impediments to pedestrian or motorized travel over or within the Easement Area without obtaining the prior written approval of the City Engineer.
2. CHANGE OF GRADE PROHIBITED. Grantor shall not change the grade, elevation or contour of any part of the Easement Area without obtaining the prior written consent of the City Engineer.
3. RIGHT OF ACCESS. The 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.
4. EASEMENT RUNS WITH LAND. This Easement shall be deemed to run with the land and shall be binding on Grantor and on Grantor's successors and assigns.
5. APPROVAL BY CITY. This Easement shall not be binding until it has received the final approval and acceptance by the City of Muscatine by Resolution.

Grantor(s) do(es) hereby covenant with grantees, and successors in interest, that grantor(s) hold(s) the real estate by title in fee simple; that he/she/they has/have good and lawful authority to convey a permanent utility easement upon the real estate; that the real estate is free and clear of all liens and encumbrances, except as may be above stated; and grantor(s) covenant(s) to warrant and defend the real estate against the lawful claims of all persons, except as may be above stated.

Grantor(s) hereby state(s) that the person(s) executing this instrument is/are duly authorized by the grantor(s) and has/have the legal capacity to execute this instrument. 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.



**SELLER'S SIGNATURE AND CLAIMANT'S CERTIFICATION:** Upon due approval and execution by the Buyer, we the undersigned claimants certify the Total Lump Sum payment shown herein is just and unpaid.

Name Joel Alvarez

Name Sandra Alvarez

Signed Joel Alvarez

Signed Sandra Alvarez

(Mailing Address)

(NOTARY PUBLIC: PLEASE COMPLETE LEFT AND RIGHT SIDES)

**SELLER'S ALL-PURPOSE ACKNOWLEDGMENT**

STATE OF IOWA }  
COUNTY OF MUSCATINE } ss:

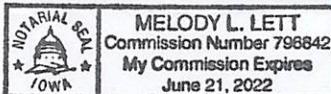
On this 5<sup>th</sup> day of April, A.D. 2021, before me, the undersigned, a Notary Public in and for said State, personally appeared

to me personally known, or

proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

Melody L. Lett (Sign in Ink)

Melody L. Lett (Print/Type Name)  
Notary Public in and for the State of Iowa  
My Commission expires 6-21-2022



(NOTARIAL SEAL)

**BUYER'S APPROVAL**

Recommended by: \_\_\_\_\_ (Date) \_\_\_\_\_

Approved by: \_\_\_\_\_ (Date) \_\_\_\_\_

**BUYER'S ACKNOWLEDGMENT**

STATE OF IOWA  
COUNTY OF MUSCATINE

On this \_\_\_\_ day of \_\_\_\_ 20 \_\_\_\_ before me, the undersigned, personally appeared \_\_\_\_\_ known to me to be an authorized representative of Buyer and who did say that said instrument was signed on behalf of Buyer by its authority duly recorded in its minutes, and said authorized representative acknowledged the execution of said instrument, which signature appears hereon, to be the voluntary act and deed of Buyer and by it voluntarily executed.

\_\_\_\_\_  
Notary Public in and for the State of Iowa

**CAPACITY CLAIMED BY SIGNER:**

INDIVIDUAL

CORPORATE

Title(s) of Corporate Officer(s): \_\_\_\_\_

Corporate Seal is affixed

No Corporate Seal procured

PARTNER(s):

Limited Partnership

General Partnership

ATTORNEY-IN-FACT

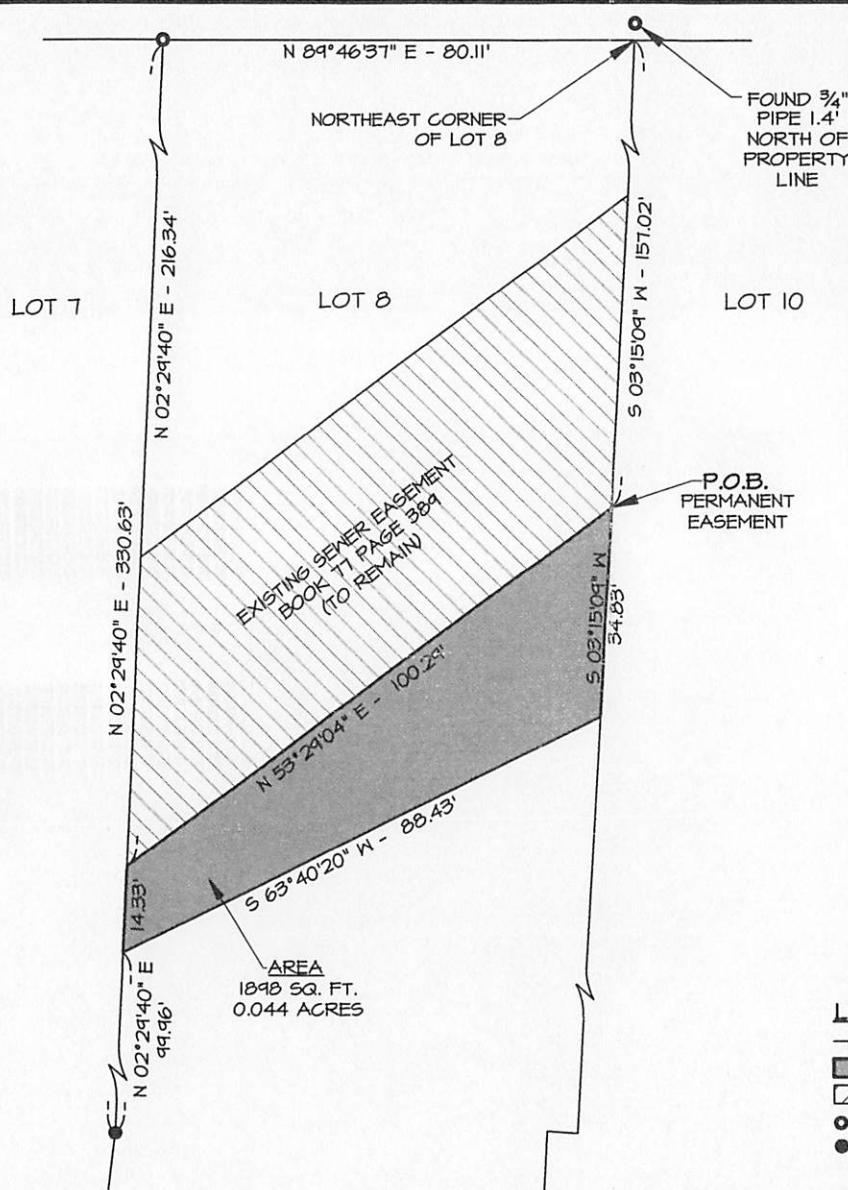
EXECUTOR(s) or TRUSTEE(s)

GUARDIAN(s) or CONSERVATOR(s)

OTHER: \_\_\_\_\_

**SIGNER IS REPRESENTING:**

List name(s) of entity(ies) or person(s) \_\_\_\_\_



**ACQUISITION PLAT  
PERMANENT EASEMENT  
WEST HILL AREA  
SANITARY AND STORM  
SEPARATION - PHASE 5**  
JOEL AND SANDRA ALVAREZ  
1815 LUCAS ST.

**PERMANENT EASEMENT DESCRIPTION -**

AN EASEMENT OVER LOT 8 OF LUCAS STREET ADDITION, IN THE CITY OF MUSCATINE, MUSCATINE COUNTY, IOWA. COMMENCING AT THE NORTHEAST CORNER OF LOT 8; THENCE SOUTH 03°15'09" WEST 157.02 FEET ALONG THE EAST LINE OF LOT 8 TO THE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID EAST LINE SOUTH 03°15'09" WEST 34.83 FEET; THENCE SOUTH 63°40'20" WEST 88.43 FEET TO THE WEST LINE OF LOT 8; THENCE ALONG SAID WEST LINE NORTH 02°29'40" EAST 14.33 FEET TO THE SOUTH LINE OF AN EXISTING SEWER EASEMENT TO THE CITY OF MUSCATINE AS RECORDED IN BOOK 77 PAGE 389 IN THE OFFICE OF THE RECORDER IN MUSCATINE COUNTY, IOWA; THENCE NORTH 53°29'04" EAST 100.29 FEET ALONG SAID SOUTH EASEMENT LINE TO THE POINT OF BEGINNING, CONTAINING 0.044 ACRES OR 1898 SQUARE FEET.



20 0 20

**BASIS OF BEARINGS**  
IOWA STATE PLANE COORDINATE SYSTEM  
SOUTH ZONE

I hereby certify that this land surveying document was prepared and the related survey work was performed by me or under my direct personal supervision and that I am a duly licensed Professional Land Surveyor under the laws of the State of Iowa.

*Seth A. Whitacre*

Seth A. Whitacre  
Date 12/03/20 Reg. No. 18379

My license renewal date is December 31, 2020

Pages or sheets covered by this seal: 1



SURVEY COMPANY / RETURN TO: <b>Martin &amp; Whitacre Surveyors &amp; Engineers, Inc.</b> 1508 BIDWELL ROAD, MUSCATINE, IOWA 52641 INFO@MARTIN-WHITACRE.COM (563)263-7691						
SURVEYOR: SETH A. WHITACRE						
PROPRIETOR(S): JOEL & SANDRA ALVAREZ						
REQUESTOR: <b>CITY OF MUSCATINE</b>						
FILE: LUCAS ST. ADDITION	BOOK: CITY #49	SCALE: 1"=20'	DRN: SAW	CHK'D: MK/GW	DATE: 12/3/20	JOB NO: 8605.20
REV. 0						
					SHEET 1 OF 1	

**CITY OF MUSCATINE  
PERMANENT UTILITY EASEMENT**

For the consideration of SIX HUNDRED FORTY EIGHT AND 37/100 ----- (\$648.37) ----- DOLLARS Jozsef or Pamala Tordai hereby grants to the City of Muscatine (City) the following described real estate in Muscatine County, Iowa for a public utility easement through and across the following described real estate. The City intends to construct, at no cost to the owners, a new sanitary sewer main through the existing and new permanent easement areas on the property. This new permanent utility easement area is adjacent to the existing permanent utility easement area.

**THE PERMANENT UTILITY EASEMENT GRANTED IS TO LAND DESCRIBED AS FOLLOWS:**

AN EASEMENT OVER LOT 10 OF LUCAS STREET ADDITION, IN THE CITY OF MUSCATINE, MUSCATINE COUNTY, IOWA. COMMENCING AT THE NORTHEAST CORNER OF LOT 10; THENCE SOUTH 03°03'38" WEST 123.68 FEET ALONG THE EAST LINE OF LOT 10 TO THE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID EAST LINE SOUTH 03°03'38" WEST 15.24 FEET; THENCE SOUTH 56°18'16" WEST 81.91 FEET; THENCE SOUTH 63°40'20" WEST 17.36 FEET TO THE WEST LINE OF LOT 10; THENCE ALONG SAID WEST LINE NORTH 03°15'09" EAST 39.15 FEET TO THE SOUTH LINE OF AN EXISTING SEWER EASEMENT TO THE CITY OF MUSCATINE AS RECORDED IN BOOK 77 PAGE 389 IN THE OFFICE OF THE RECORDER IN MUSCATINE COUNTY, IOWA. THENCE NORTH 70°25'14" EAST 87.35 FEET ALONG SAID SOUTH EASEMENT LINE TO THE POINT OF BEGINNING, CONTAINING 0.052 ACRES OR 2283 SQUARE FEET.

This Permanent Easement is given in fulfillment of this agreement dated March 3, 2021 and recorded in the Muscatine County Recorder's Office except for those terms that survive the execution of the document.

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

1. **OBSTRUCTIONS PROHIBITED.** Grantor shall not erect any above-ground structures, fencing, or other impediments to pedestrian or motorized travel over or within the Easement Area without obtaining the prior written approval of the City Engineer.
2. **CHANGE OF GRADE PROHIBITED.** Grantor shall not change the grade, elevation or contour of any part of the Easement Area without obtaining the prior written consent of the City Engineer.
3. **RIGHT OF ACCESS.** The 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.
4. **EASEMENT RUNS WITH LAND.** This Easement shall be deemed to run with the land and shall be binding on Grantor and on Grantor's successors and assigns.
5. **APPROVAL BY CITY.** This Easement shall not be binding until it has received the final approval and acceptance by the City of Muscatine by Resolution.

Grantor(s) do(es) hereby covenant with grantees, and successors in interest, that grantor(s) hold(s) the real estate by title in fee simple; that he/she/they has/have good and lawful authority to convey a permanent utility easement upon the real estate; that the real estate is free and clear of all liens and encumbrances, except as may be above stated; and grantor(s) covenant(s) to warrant and defend the real estate against the lawful claims of all persons, except as may be above stated.

Grantor(s) hereby state(s) that the person(s) executing this instrument is/are duly authorized by the grantor(s) and has/have the legal capacity to execute this instrument. 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.

**SELLER'S SIGNATURE AND CLAIMANT'S CERTIFICATION:** Upon due approval and execution by the Buyer, we the undersigned claimants certify the Total Lump Sum payment shown herein is just and unpaid.

Name Pamala Tondai  
Signed Pamala Tondai

Name \_\_\_\_\_  
Signed \_\_\_\_\_

1811 Lucas St Muscatine IA  
(Mailing Address)

(NOTARY PUBLIC: PLEASE COMPLETE LEFT AND RIGHT SIDES)

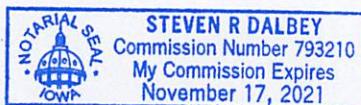
**SELLER'S ALL-PURPOSE ACKNOWLEDGMENT**

STATE OF IOWA }  
COUNTY OF MUSCATINE } ss:

On this 3<sup>rd</sup> day of March, A.D. 2021, before me, the undersigned, a Notary Public in and for said State, personally appeared

Pamala Tondai

to me personally known, or  
 proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



Steven R. Dalbey (Sign in Ink)  
Steven R. Dalbey (Print/Type Name)  
Notary Public in and for the State of Iowa  
My Commission expires 11/17/2021

(NOTARIAL SEAL)

**BUYER'S APPROVAL**

Recommended by: \_\_\_\_\_ (Date) \_\_\_\_\_

Approved by: \_\_\_\_\_ (Date) \_\_\_\_\_

**BUYER'S ACKNOWLEDGMENT**

STATE OF IOWA  
COUNTY OF MUSCATINE

On this \_\_\_\_ day of \_\_\_\_ 20\_\_\_\_ before me, the undersigned, personally appeared \_\_\_\_\_ known to me to be an authorized representative of Buyer and who did say that said instrument was signed on behalf of Buyer by its authority duly recorded in its minutes, and said authorized representative acknowledged the execution of said instrument, which signature appears hereon, to be the voluntary act and deed of Buyer and by it voluntarily executed.

Notary Public in and for the State of Iowa

**CAPACITY CLAIMED BY SIGNER:**

INDIVIDUAL

CORPORATE

Title(s) of Corporate Officer(s): \_\_\_\_\_

Corporate Seal is affixed

No Corporate Seal procured

PARTNER(s):

Limited Partnership

General Partnership

ATTORNEY-IN-FACT

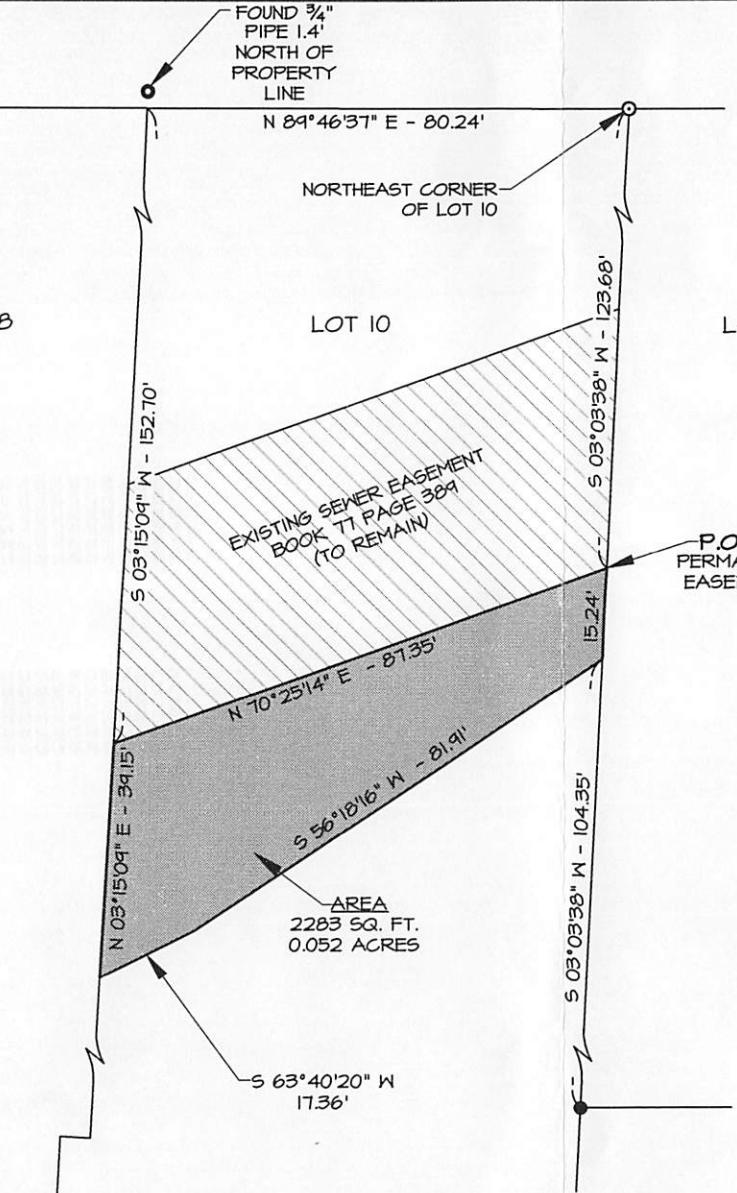
EXECUTOR(s) or TRUSTEE(s)

GUARDIAN(s) or CONSERVATOR(s)

OTHER: \_\_\_\_\_

**SIGNER IS REPRESENTING:**

List name(s) of entity(ies) or person(s): \_\_\_\_\_



ACQUISITION PLAT  
PERMANENT EASEMENT  
WEST HILL AREA  
SANITARY AND STORM  
SEPARATION - PHASE 5  
JOZSEF & PAMALA TORDAI  
1811 LUCAS ST.

PERMANENT EASEMENT DESCRIPTION -

AN EASEMENT OVER LOT 10 OF LUCAS STREET ADDITION, IN THE CITY OF MUSCATINE, MUSCATINE COUNTY, IOWA. COMMENCING AT THE NORTHEAST CORNER OF LOT 10; THENCE SOUTH 03°03'38" WEST 123.68 FEET ALONG THE EAST LINE OF LOT 10 TO THE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID EAST LINE SOUTH 03°03'38" WEST 15.24 FEET; THENCE SOUTH 56°18'16" WEST 81.91 FEET; THENCE SOUTH 63°40'20" WEST 17.36 FEET TO THE WEST LINE OF LOT 10; THENCE ALONG SAID WEST LINE NORTH 03°15'09" EAST 39.15 FEET TO THE SOUTH LINE OF AN EXISTING SEWER EASEMENT TO THE CITY OF MUSCATINE AS RECORDED IN BOOK 77 PAGE 389 IN THE OFFICE OF THE RECORDER IN MUSCATINE COUNTY, IOWA; THENCE NORTH 70°25'14" EAST 87.35 FEET ALONG SAID SOUTH EASEMENT LINE TO THE POINT OF BEGINNING, CONTAINING 0.052 ACRES OR 2283 SQUARE FEET.



20 0 20

BASIS OF BEARINGS

IOWA STATE PLANE COORDINATE SYSTEM  
SOUTH ZONE

I hereby certify that this land surveying document was prepared and the related survey work was performed by me or under my direct personal supervision and that I am a duly licensed Professional Land Surveyor under the laws of the State of Iowa.

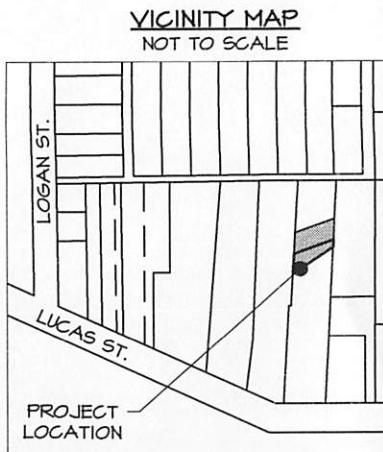
*Seth A. Whitacre*

Seth A. Whitacre

Date 12/03/20 Reg. No. 18379

My license renewal date is December 31, 2020

Pages or sheets covered by this seal: 1



LEGEND

	PROPERTY LINE
	PERMANENT EASEMENT
	EXISTING EASEMENT
●	FOUND IRON PIPE
●	FOUND $\frac{1}{2}$ " REBAR
○	FOUND $\frac{1}{2}$ " REBAR W/YELLOW CAP #10316

SURVEY COMPANY / RETURN TO:

**Martin & Whitacre**  
**Surveyors & Engineers, Inc.**  
1508 BIDWELL ROAD, MUSCATINE, IOWA 52761  
INFO@MARTIN-WHITACRE.COM (563)263-7691

SURVEYOR: SETH A. WHITACRE

PROPRIETOR(S): JOZSEF & PAMALA TORDAI

REQUESTOR: CITY OF MUSCATINE

LOCATION: LOT 10 LUCAS ST. ADDITION, IN MUSCATINE, IA  
SURVEY TYPE: EASEMENT ACQUISITION

FILE LUCAS ST. ADDITION REV.	BOOK CITY #49	SCALE 1"=20'	DRN SAW	CHK'D GW/MK	DATE 12/3/20	JOB NO. 8605.20

SHEET 1 OF 1

**CITY OF MUSCATINE  
PERMANENT UTILITY EASEMENT**

For the consideration of FOUR HUNDRED NINETY TWO AND 18/100 ----- (\$492.18) ----- DOLLARS Eric Tompkins hereby grants to the City of Muscatine (City) the following described real estate in Muscatine County, Iowa for a public utility easement through and across the following described real estate. The City intends to construct, at no cost to the owner, a new sanitary sewer main through the new permanent easement area on the property.

**THE PERMANENT UTILITY EASEMENT GRANTED IS TO LAND DESCRIBED AS FOLLOWS:**

AN EASEMENT OVER LOT 14 OF LUCAS STREET ADDITION, IN THE CITY OF MUSCATINE, MUSCATINE COUNTY, IOWA. BEGINNING AT THE NORTHEAST CORNER OF LOT 14; THENCE SOUTH 00°12'43" WEST 40.03 FEET ALONG THE EAST LINE OF LOT 14; THENCE SOUTH 89°46'44" WEST 39.93 FEET TO THE WEST LINE OF LOT 14; THENCE NORTH 00°13'19" EAST 40.03 FEET ALONG SAID WEST LINE TO THE NORTH LINE OF LOT 14; THENCE NORTH 89°46'44" EAST 39.92 FEET ALONG SAID NORTH LINE TO THE POINT OF BEGINNING, CONTAINING 0.037 ACRES OR 1598 SQUARE FEET.

This Permanent Easement is given in fulfillment of this agreement dated April 9, 2021 and recorded in the Muscatine County Recorder's Office except for those terms that survive the execution of the document.

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

1. **OBSTRUCTIONS PROHIBITED**. Grantor shall not erect any above-ground structures, fencing, or other impediments to pedestrian or motorized travel over or within the Easement Area without obtaining the prior written approval of the City Engineer.
2. **CHANGE OF GRADE PROHIBITED**. Grantor shall not change the grade, elevation or contour of any part of the Easement Area without obtaining the prior written consent of the City Engineer.
3. **RIGHT OF ACCESS**. The 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.
4. **EASEMENT RUNS WITH LAND**. This Easement shall be deemed to run with the land and shall be binding on Grantor and on Grantor's successors and assigns.
5. **APPROVAL BY CITY**. This Easement shall not be binding until it has received the final approval and acceptance by the City of Muscatine by Resolution.

Grantor(s) do(es) hereby covenant with grantees, and successors in interest, that grantor(s) hold(s) the real estate by title in fee simple; that he/she/they has/have good and lawful authority to convey a permanent utility easement upon the real estate; that the real estate is free and clear of all liens and encumbrances, except as may be above stated; and grantor(s) covenant(s) to warrant and defend the real estate against the lawful claims of all persons, except as may be above stated.

Grantor(s) hereby state(s) that the person(s) executing this instrument is/are duly authorized by the grantor(s) and has/have the legal capacity to execute this instrument. 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.

**SELLER'S SIGNATURE AND CLAIMANT'S CERTIFICATION:** Upon due approval and execution by the Buyer, we the undersigned claimants certify the Total Lump Sum payment shown herein is just and unpaid.

Name Eric Tompkins  
Signed Eric Tompkins

Name \_\_\_\_\_  
Signed \_\_\_\_\_

1715 Lucas St. Muscatine IA  
(Mailing Address) 52761

(NOTARY PUBLIC: PLEASE COMPLETE LEFT AND RIGHT SIDES)

**SELLER'S ALL-PURPOSE ACKNOWLEDGMENT**

STATE OF IOWA }  
COUNTY OF MUSCATINE } ss:

On this 9<sup>th</sup> day of April, A.D. 2021, before me, the undersigned, a Notary Public in and for said State, personally appeared

Eric Tompkins

to me personally known, or  
 proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



Steven R. Dalbey (Sign in Ink)  
Steven R. Dalbey (Print/Type Name)  
Notary Public in and for the State of Iowa  
My Commission expires 11/17/2021

(NOTARIAL SEAL)

**BUYER'S APPROVAL**

Recommended by: \_\_\_\_\_ (Date) \_\_\_\_\_

Approved by: \_\_\_\_\_ (Date) \_\_\_\_\_

**BUYER'S ACKNOWLEDGMENT**

STATE OF IOWA  
COUNTY OF MUSCATINE

On this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_ before me, the undersigned, personally appeared \_\_\_\_\_ known to me to be an authorized representative of Buyer and who did say that said instrument was signed on behalf of Buyer by its authority duly recorded in its minutes, and said authorized representative acknowledged the execution of said instrument, which signature appears hereon, to be the voluntary act and deed of Buyer and by it voluntarily executed.

Notary Public in and for the State of Iowa

**CAPACITY CLAIMED BY SIGNER:**

INDIVIDUAL

CORPORATE

Title(s) of Corporate Officer(s): \_\_\_\_\_

Corporate Seal is affixed

No Corporate Seal procured

PARTNER(s):

Limited Partnership

General Partnership

ATTORNEY-IN-FACT

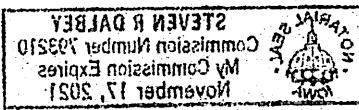
EXECUTOR(s) or TRUSTEE(s)

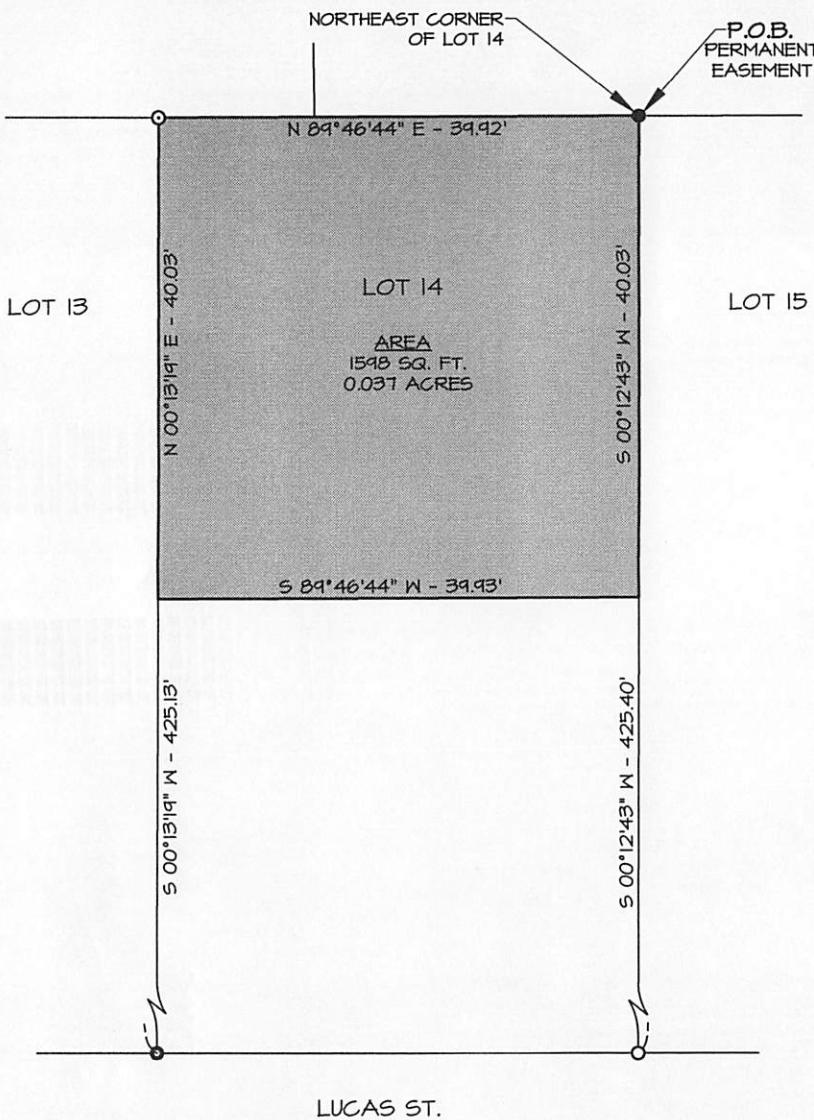
GUARDIAN(s) or CONSERVATOR(s)

OTHER: \_\_\_\_\_

**SIGNER IS REPRESENTING:**

List name(s) of entity(ies) or person(s): \_\_\_\_\_





ACQUISITION PLAT  
PERMANENT EASEMENT  
WEST HILL AREA  
SANITARY AND STORM  
SEPARATION - PHASE 5  
ERIC ALAN TOMPKINS  
1715 LUCAS ST.

PERMANENT EASEMENT DESCRIPTION -

AN EASEMENT OVER LOT 14 OF LUCAS STREET ADDITION, IN THE CITY OF MUSCATINE, MUSCATINE COUNTY, IOWA. BEGINNING AT THE NORTHEAST CORNER OF LOT 14; THENCE SOUTH 00°12'43" WEST 40.03 FEET ALONG THE EAST LINE OF LOT 14; THENCE SOUTH 89°46'44" WEST 39.93 FEET TO THE WEST LINE OF LOT 14; THENCE NORTH 00°13'19" EAST 40.03 FEET ALONG SAID WEST LINE TO THE NORTH LINE OF LOT 14; THENCE NORTH 89°46'44" EAST 39.92 FEET ALONG SAID NORTH LINE TO THE POINT OF BEGINNING, CONTAINING 0.037 ACRES OR 1598 SQUARE FEET.



10 0 10

BASIS OF BEARINGS

IOWA STATE PLANE COORDINATE SYSTEM  
SOUTH ZONE

I hereby certify that this land surveying document was prepared and the related survey work was performed by me or under my direct personal supervision and that I am a duly licensed Professional Land Surveyor under the laws of the State of Iowa.

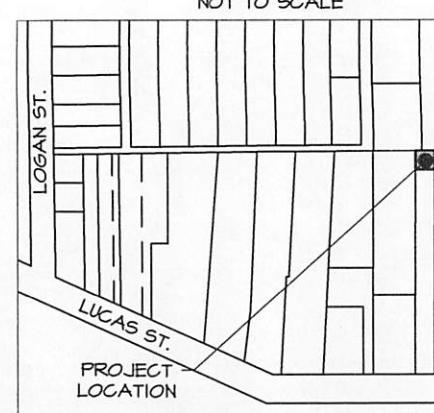
*Seth A. Whitacre*

Seth A. Whitacre

Date 12/14/20 Reg. No. 18379

My license renewal date is December 31, 2020

Pages or sheets covered by this seal: 1



LEGEND

	PROPERTY LINE
	PERMANENT EASEMENT
	FOUND 1/2" REBAR W/YELLOW CAP #10316
	SET 1/2" X 36" REBAR W/BLUE CAP #18379
	FOUND IRON PIPE
	FOUND 1/2" REBAR

SURVEY COMPANY / RETURN TO:

**Martin & Whitacre**  
**Surveyors & Engineers, Inc.**

1508 BIDWELL ROAD, MUSCATINE, IOWA 52761  
INFO@MARTIN-WHITACRE.COM (563)263-7691

SURVEYOR: SETH A. WHITACRE

PROPRIETOR(S): ERIC ALAN TOMPKINS

REQUESTOR: CITY OF MUSCATINE

LOCATION: LOT 14 LUCAS ST. ADDITION, IN MUSCATINE, IA  
SURVEY TYPE: EASEMENT ACQUISITION

FILE LUCAS ST. ADDITION	BOOK CITY #44	SCALE 1"=10'	DRN SAW	CHK'D GWMK	DATE 12/14/20	JOB NO. 8605.20
REV. 0						
					SHEET 1	OF 1