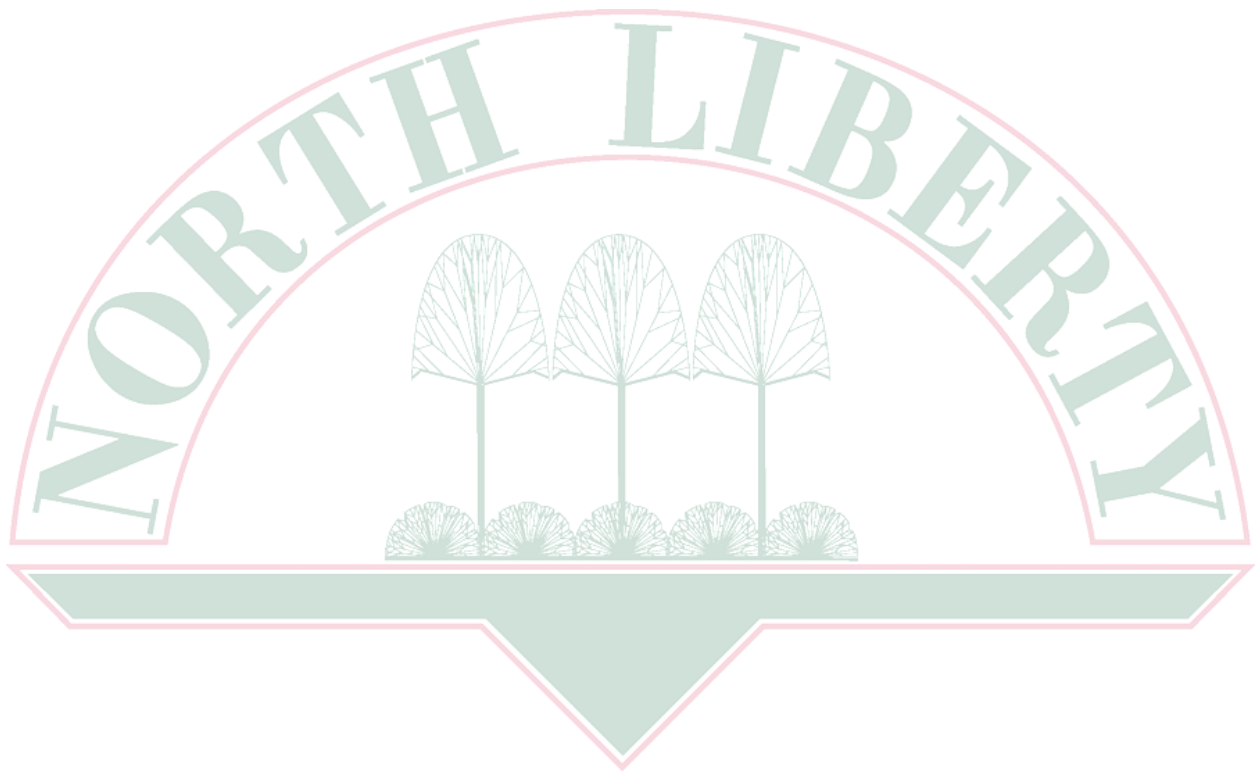




**North Liberty City Council
Special Session
April 3, 2018**

Agenda





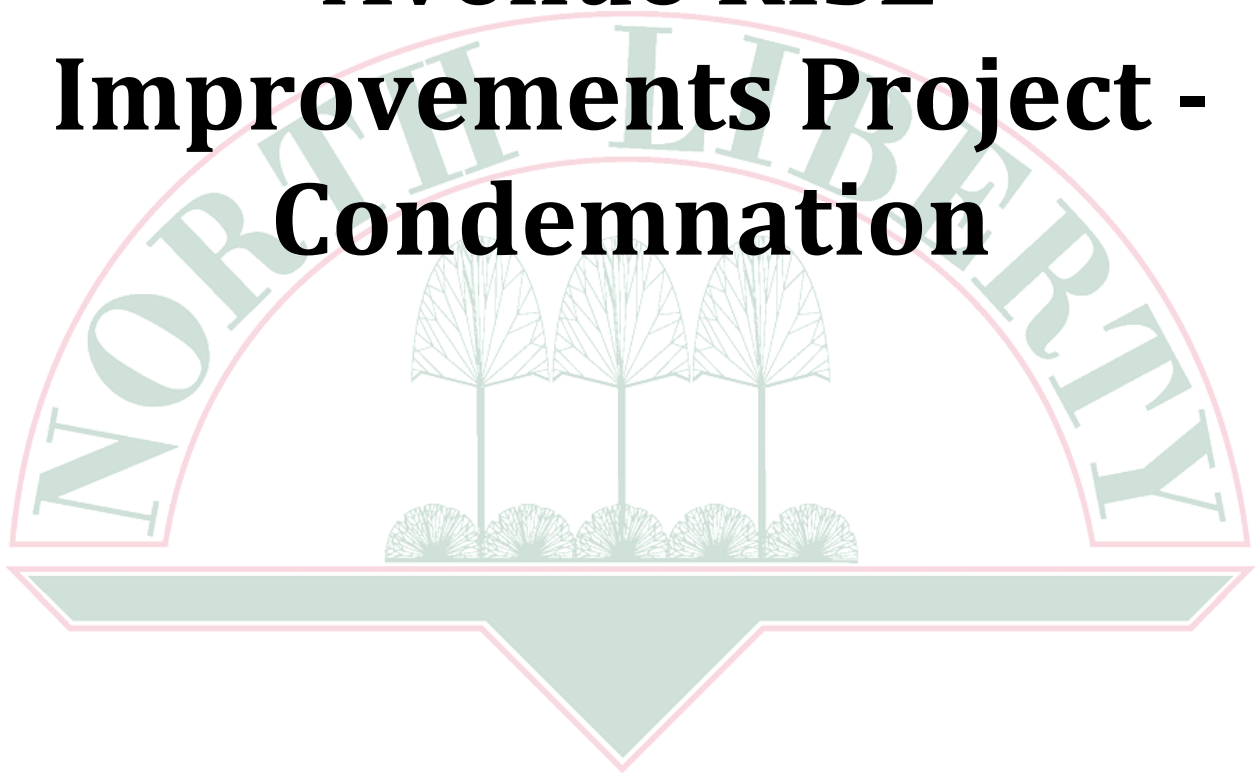
AGENDA

North Liberty City Council
Agenda
Tuesday, April 3, 2018
Special Session
12:00 p.m.
City Hall Conference Room
3 Quail Creek Circle

1. Call to order
2. Roll call
3. Approval of the Agenda
4. North Liberty Kansas Avenue RISE Improvements Project-condemnation
 - A. Resolution Number 2018-36, A Resolution authorizing condemnation of portions of certain real properties (Deatsch)
 - B. Resolution Number 2018-37, A Resolution authorizing condemnation of portions of certain real properties (Seelman)
5. Approval of Appraisals for the North Liberty Kansas Avenue RISE Improvements Project
 - A. Resolution Number 2018-38, A Resolution Establishing Just Compensation for Acquisition of Certain Real Property for a Public Improvement, the North Liberty Kansas Avenue RISE Improvements Project, for property owned by Clint Rarick and Rosemarie Conner in the amount of \$14,500.00
 - B. Resolution Number 2018-39, A Resolution Establishing Just Compensation for Acquisition of Certain Real Property for a Public Improvement, the North Liberty Kansas Avenue RISE Improvements Project, for property owned by Smalley Property 270 LLC in the amount of \$20,700.00
 - C. Resolution Number 2018-40, A Resolution Establishing Just Compensation for Acquisition of Certain Real Property for a Public Improvement, the North Liberty Kansas Avenue RISE Improvements Project, for property owned by Bowman Property, LLC in the amount of \$27,800.00

- D. Resolution Number 2018-41, A Resolution Establishing Just Compensation for Acquisition of Certain Real Property for a Public Improvement, the North Liberty Kansas Avenue RISE Improvements Project, for property owned by MAJ Properties II LLC in the amount of \$9,000.00
 - E. Resolution Number 2018-42, A Resolution Establishing Just Compensation for Acquisition of Certain Real Property for a Public Improvement, the North Liberty Kansas Avenue RISE Improvements Project, for property owned by John Rarick
 - F. Resolution Number 2018-43, A Resolution Establishing Just Compensation for Acquisition of Certain Real Property for a Public Improvement, the North Liberty Kansas Avenue RISE Improvements Project, for property owned by Thomas Streb and Linda Streb in the amount of \$24,500
- 6. North Liberty Kansas Avenue RISE Improvements Project-Rarick agreements
 - A. Resolution Number 2018-44, A Resolution approving the Public Easement Agreement between Robert A. Rarick and Joyce K. Rarick and the City of North Liberty, Iowa
 - B. Resolution Number 2018-45, A Resolution approving the Warranty Deed from Robert A. Rarick and Joyce K. Rarick to the City of North Liberty for the establishment of right-of-way
- 7. Adjournment

**North Liberty Kansas
Avenue RISE
Improvements Project -
Condemnation**



Resolution No. 2018-36

AUTHORIZING CONDEMNATION OF PORTIONS OF CERTAIN REAL PROPERTIES

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF NORTH LIBERTY, IOWA:

WHEREAS, good-faith efforts to negotiate the acquisition of portions of the below identified properties have not been successful. The City Council of North Liberty, Iowa, intends to acquire by condemnation proceedings the following portions of certain real properties or interests in real properties owned by the respective party for the East Side Utilities Project.

Owner: William Allen Deatsch

Description of Property: Lot 1, Deatsch Second Subdivision, Johnson County, Iowa.

The portion of the above property which may be necessary to acquire by condemnation, is described as follows:

- a. A 300-square-foot permanent drainage easement;
- b. A 0.46-acre temporary construction easement; and
- c. An acquisition of a 19,837-square-foot parcel, including an existing 15,403-square-foot right of way.

Said portions of the above property to be condemned are shown on the attached Land Acquisition Plats marked Exhibits A, B, and C.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY OF NORTH LIBERTY, IOWA, that it hereby approves the use of condemnation to acquire each and every above-described portions of property or interests in property, and authorizes City Attorney Scott Peterson and other representatives of the City to make application to the Chief Judge to commence condemnation proceedings in regard to each of the above-identified properties to acquire the above-stated portions of real estate or interests in real estate owned by the respective above-stated Owner.

APPROVED AND ADOPTED this 3rd day of April, 2018.

CITY OF NORTH LIBERTY:

TERRY L. DONAHUE, MAYOR

ATTEST:

I, Tracey Mulcahey, City Clerk of the City of North Liberty, hereby certify that at a meeting of the City Council of said City, held on the above date, among other proceedings, the above was adopted.

TRACEY MULCAHEY, CITY CLERK

EXHIBIT A

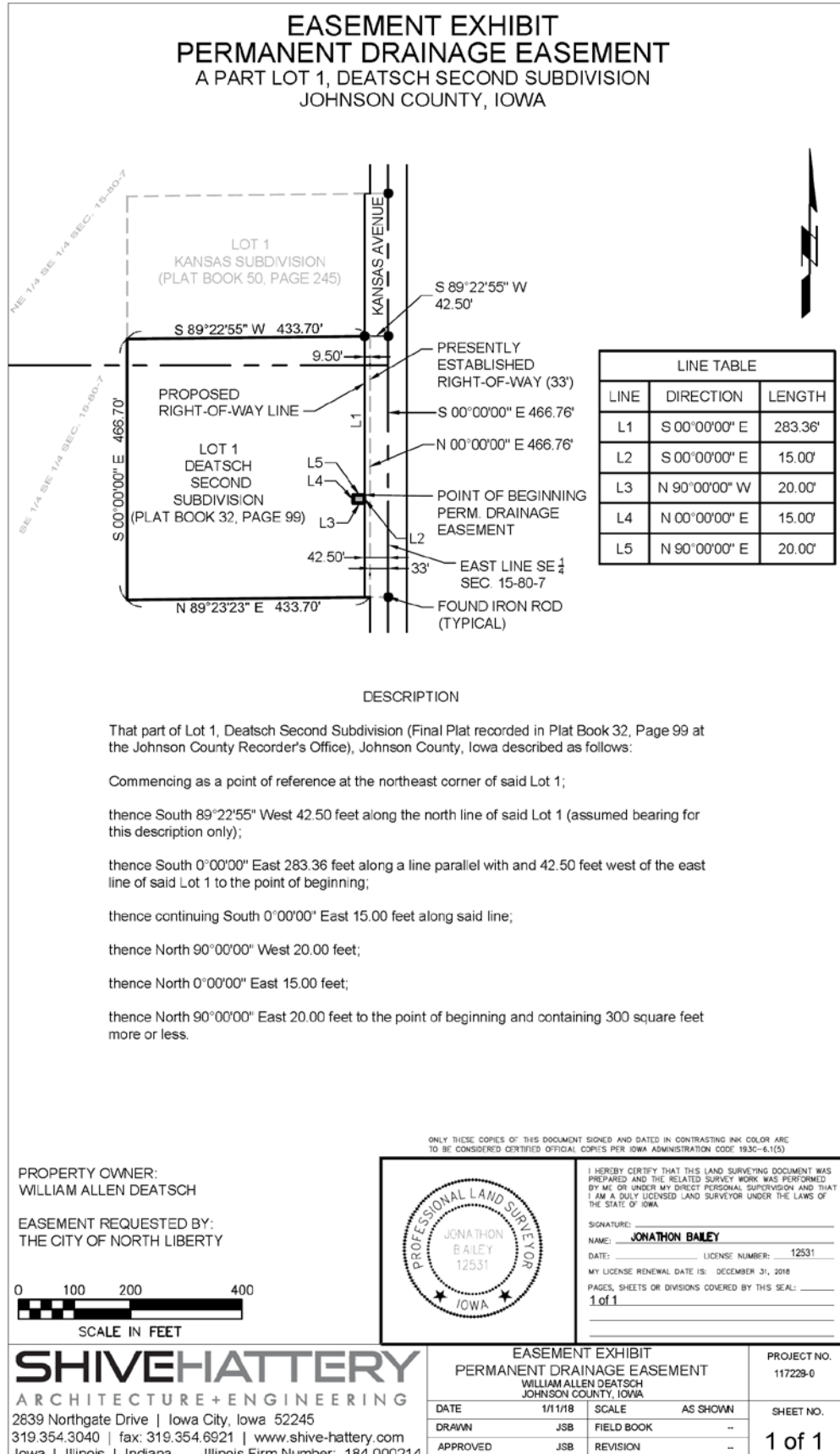


EXHIBIT B

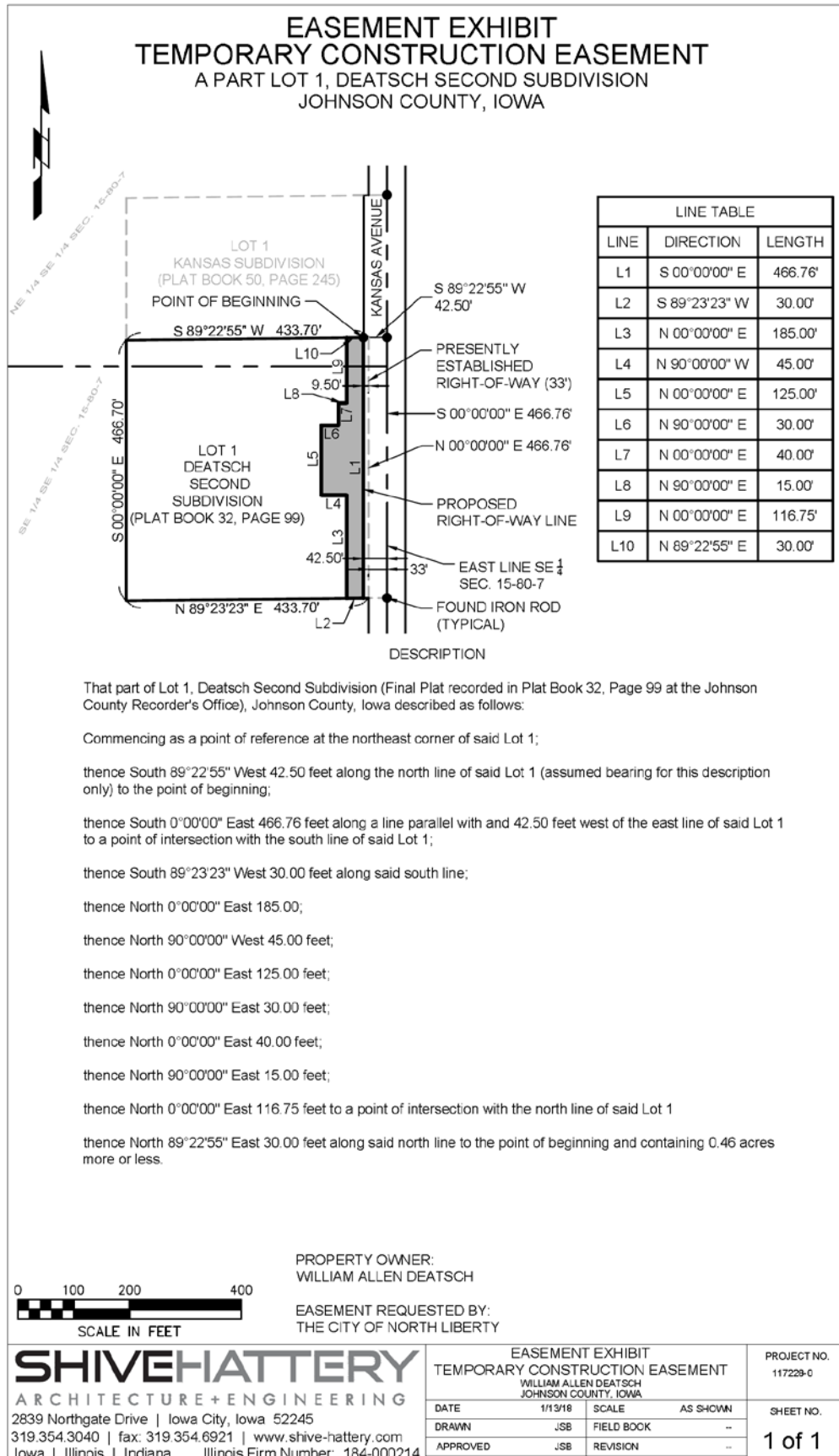


EXHIBIT C

<p>INDEX LEGEND</p> <p>LOCATION : A PART OF LOT 1, DEATSCH SECOND SUBDIVISION, JOHNSON COUNTY, IOWA</p> <p>REQUESTOR : THE CITY OF NORTH LIBERTY</p> <p>PROPRIETOR : WILLIAM ALLEN DEATSCH</p> <p>SURVEYOR : JONATHON BAILEY, P.L.S.</p> <p>SURVEY : SHIVE-HATTERY, INC.</p> <p>COMPANY : 2839 NORTHGATE DR. IOWA CITY, IA 52245</p> <p>RETURN TO : THE CITY OF NORTH LIBERTY</p>	<p style="text-align: center;">THIS SPACE RESERVED FOR RECORDER'S USE</p> <p style="text-align: center;">DESCRIPTION</p> <p>That part of Lot 1, Deatsch Second Subdivision (Final Plat recorded in Plat Book 32, Page 99 at the Johnson County Recorder's Office), Johnson County, Iowa described as follows:</p> <p>Beginning at the northeast corner of said Lot 1, said corner being on the east line of the Southeast Quarter of Section 15, Township 80 North, Range 7 West of the 5th P.M.;</p> <p>thence South 0°00'00" East 466.76 feet along the east line of said Lot 1 and said Southeast Quarter (assumed bearing for this description only) to the southeast corner of said Lot 1;</p> <p>thence South 89°23'23" West 42.50 feet along the south line of said Lot 1 to a point 42.50 feet west of the southeast corner of said Lot 1;</p> <p>thence North 0°00'00" East 466.76 feet along a line parallel with and 42.5 feet west of the east line of said Lot 1, said line also being parallel with and 42.50 feet west of the east line of said Southeast Quarter to a point of intersection with the north line of said Lot 1;</p> <p>thence North 89°22'55" East 42.50 feet along the north line of said Lot 1 to the point of beginning.</p> <p>Area: Gross Area 19,837 square feet. Net Area 4,434 square feet.</p>												
<p>LEGEND</p> <p>● FOUND $\frac{5}{8}$" IRON ROD</p> <p>○ SET $\frac{5}{8}$" IRON ROD W/ YELLOW CAP #12531</p> <p>0 100 200 400 SCALE IN FEET</p>	<div style="display: flex; justify-content: space-between;"> <div style="width: 45%;"> </div> <div style="width: 50%;"> <p>I HEREBY CERTIFY THAT THIS LAND SURVEYING DOCUMENT WAS PREPARED AND THE RELATED SURVEY WORK WAS PERFORMED BY ME OR UNDER MY DIRECT PERSONAL SUPERVISION AND THAT I AM A DULY LICENSED LAND SURVEYOR UNDER THE LAWS OF THE STATE OF IOWA.</p> <p>SIGNATURE: _____</p> <p>NAME: JONATHON BAILEY</p> <p>DATE: _____ LICENSE NUMBER: 12531</p> <p>MY LICENSE RENEWAL DATE IS: DECEMBER 31, 2018</p> <p>PAGES, SHEETS OR DIVISIONS COVERED BY THIS SEAL: 1 of 1</p> </div> </div>												
<p>SHIVEHATTERY ARCHITECTURE+ENGINEERING 2839 Northgate Drive Iowa City, Iowa 52245 319.354.3040 fax: 319.354.6921 www.shive-hattery.com Iowa Illinois Indiana Illinois Firm Number: 184-000214</p>													
<p>RIGHT-OF-WAY ACQUISITION PLAT DEATSCH SECOND SUBDIVISION WILLIAM ALLEN DEATSCH JOHNSON COUNTY, IOWA</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td>DATE</td> <td>1/10/18</td> <td>SCALE</td> <td>AS SHOWN</td> </tr> <tr> <td>DRAWN</td> <td>JSB</td> <td>FIELD BOOK</td> <td>--</td> </tr> <tr> <td>APPROVED</td> <td>JSB</td> <td>REVISION</td> <td>--</td> </tr> </table>		DATE	1/10/18	SCALE	AS SHOWN	DRAWN	JSB	FIELD BOOK	--	APPROVED	JSB	REVISION	--
DATE	1/10/18	SCALE	AS SHOWN										
DRAWN	JSB	FIELD BOOK	--										
APPROVED	JSB	REVISION	--										
<p>PROJECT NO. 117228-0</p> <p>SHEET NO. 1 of 1</p>													

Resolution No. 2018-37

**AUTHORIZING CONDEMNATION OF PORTIONS OF CERTAIN
REAL PROPERTIES**

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF NORTH LIBERTY, IOWA:

WHEREAS, good-faith efforts to negotiate the acquisition of portions of the below identified properties have not been successful. The City Council of North Liberty, Iowa, intends to acquire by condemnation proceedings the following portions of certain real properties or interests in real properties owned by the respective party for the East Side Utilities Project.

Owner: James Seelman and Beverly Seelman

Description of Property: The South Half of the Southwest Quarter of Section 14, Township 80 North, Range 7 West of the of the 5th P.M., Johnson County, Iowa.

The portion of the above property which may be necessary to acquire by condemnation, is described as follows:

A 0.4-acre temporary construction easement, excluding the presently established right-of-way.

Said portion of the above property to be condemned is shown on the attached Land Acquisition Plat marked Exhibit A.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY OF NORTH LIBERTY, IOWA, that it hereby approves the use of condemnation to acquire each and every above-described portions of property or interests in property, and authorizes City Attorney Scott Peterson and other representatives of the City to make application to the Chief Judge to commence condemnation proceedings in regard to each of the above-identified properties to acquire the above-stated portions of real estate or interests in real estate owned by the respective above-stated Owner.

APPROVED AND ADOPTED this 3rd day of April, 2018.

CITY OF NORTH LIBERTY:

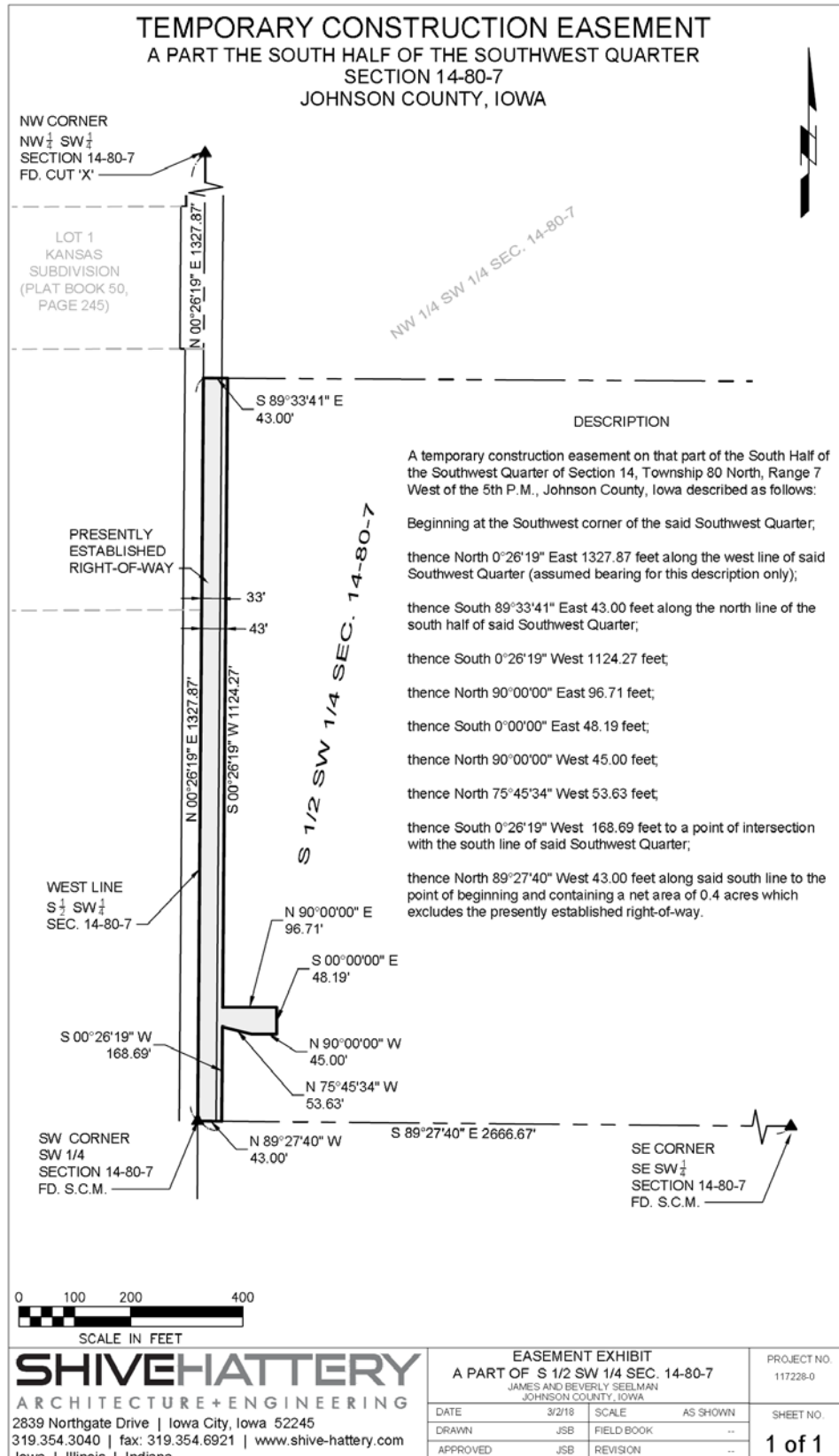
TERRY L. DONAHUE, MAYOR

ATTEST:

I, Tracey Mulcahey, City Clerk of the City of North Liberty, hereby certify that at a meeting of the City Council of said City, held on the above date, among other proceedings, the above was adopted.

TRACEY MULCAHEY, CITY CLERK

EXHIBIT A



**Approval of Appraisals
North Liberty Kansas
Avenue RISE
Improvements Project**



Resolution No. 2018-38

ESTABLISHING JUST COMPENSATION FOR ACQUISITION OF CERTAIN REAL PROPERTY FOR A PUBLIC IMPROVEMENT, THE KANSAS AVENUE IMPROVEMENT PROJECT

WHEREAS, the City of North Liberty, Iowa, for the Kansas Avenue Improvement Project intends to acquire certain real property owned by Clint P. Rarick and Rosemarie Conner from Property which is legally described as follows:

Right of Way Acquisition

That part of the Southwest Quarter of the Northwest Quarter of Section 23, Township 80 North, Range 6 West of the 5th P.M., Johnson County, Iowa described as follows:

Commencing as a point of reference at the southwest corner of said Southwest Quarter;

thence North 0°47'55" West 102.60 feet along the west line of said Southwest Quarter (assumed bearing for this description only) to the point of beginning;

thence continuing North 0°47'55" West 1223.67 feet along said west line to the northwest corner of said Southwest Quarter;

thence North 89°13'32" East 42.50 feet along the north line of said Southwest Quarter and along the south line of Auditor's Parcel 2011021 (Plat of Survey recorded in Plat Book 56, Page 120 at the Johnson County Recorder's Office);

thence South 0°47'57" East 1224.66 feet along a line parallel with and 42.50 feet in perpendicular distance east of the west line of said Southwest Quarter to a point of intersection with the northerly right-of-way line of Forevergreen Road.

thence North 84°26'34" West 9.57 feet along said right-of-way line;

thence South 89°06'35" West 33.00 feet to the of beginning.

Area: Gross Area 1.19 acres more or less. Net Area 0.27 acres more or less which excludes the presently established right-of-way of Kansas Avenue.

Permanent Drainage Easement

A permanent drainage easement on that part of the Southwest Quarter of the Northwest Quarter of Section 23, Township 80 North, Range 6 West of the 5th P.M., Johnson County, Iowa described as follows:

Commencing as a point of reference at the northwest corner of said Southwest Quarter;

thence North 89°13'32" East 42.50 feet along the north line of said

Southwest Quarter to the point of beginning;
thence continuing North 89°13'32" East 30.00 feet along said North line;
thence South 0°47'57" East 83.50 feet;
thence South 89°12'03" West 30.00 feet;
thence North 0°47'57" West 83.51 feet along a line parallel with and 42.50 feet in perpendicular distance east of the west line of said Southwest Quarter to the point of beginning and containing 2,505 square feet more or less.

Temporary Construction Easement

A temporary construction easement on that part of the Southwest Quarter of the Northwest Quarter of Section 23, Township 80 North, Range 6 West of the 5th P.M., Johnson County, Iowa described as follows:

Commencing as a point of reference at the northwest corner of said Southwest Quarter;
thence North 89°13'32" East 42.50 feet along the north line of said Southwest Quarter to the point of beginning;
thence continuing North 89°13'32" East 65.00 feet along said North line;
thence South 0°47'57" East 100.00 feet;
thence South 89°12'03" West 25.00 feet;
thence South 0°47'57" East 83.51 feet to a point of intersection with the northerly right-of-way line of Forevergreen Road;
thence North 84°26'34" West 40.25 feet along said right-of-way line.
thence North 0°47'57" West 1224.66 feet along a line parallel with and 42.50 feet in perpendicular distance east of the west line of said Southwest Quarter to the point of beginning and containing 1.18 acres more or less.

AND WHEREAS, Chapter 6B, Code of Iowa, requires that the City of North Liberty, Iowa must make a good-faith effort to negotiate with Clint P. Rarick and Rosemarie Conner to purchase the Property before proceeding with condemnation;

AND WHEREAS, the City of North Liberty, Iowa may not make an offer to purchase the Property which is less than the fair market value the City of North Liberty, Iowa has established for the Property;

AND WHEREAS, the City of North Liberty, Iowa has caused an appraisal of the Property to be made to determine the difference in the fair market value of the Property immediately before and immediately after the acquisition of a portion of the Property needed for the Project.

AND WHEREAS, the City of North Liberty, Iowa now desires to establish just

compensation for the acquisition of a portion of the Property.

NOW, THEREFORE, BE IT RESOLVED BY THE OF THE CITY OF NORTH LIBERTY, IOWA, AS FOLLOWS:

1. Just Compensation for the acquisition of a portion of the Property owned by Clint P. Rarick and Rosemarie Conner is hereby established to be \$14,500.
2. The City Attorney is hereby directed to submit a copy of the appraisal to Clint P. Rarick and Rosemarie Conner as required by Section 6B.45, Code of Iowa, and to commence negotiations with Clint P. Rarick and Rosemarie Conner for the purchase of a portion of the Property needed for the Kansas Avenue Improvement Project for the amount of \$14,500, which is just compensation therefore established by this Resolution.

APPROVED AND ADOPTED this 3rd day of April, 2018.

CITY OF NORTH LIBERTY:

TERRY L. DONAHUE, MAYOR

ATTEST:

I, Tracey Mulcahey, City Clerk of the City of North Liberty, hereby certify that at a meeting of the City Council of said City, held on the above date, among other proceedings, the above was adopted.

TRACEY MULCAHEY, CITY CLERK

Resolution No. 2018-39

ESTABLISHING JUST COMPENSATION FOR ACQUISITION OF CERTAIN REAL PROPERTY FOR A PUBLIC IMPROVEMENT, THE KANSAS AVENUE IMPROVEMENT PROJECT

WHEREAS, the City of North Liberty, Iowa, for the Kansas Avenue Improvement Project intends to acquire certain real property owned by Smalley Property 270 LLC from Property which is legally described as follows:

Right of Way Acquisition

That part of the Northeast Quarter of the Southeast Quarter of Section 15, Township 80 North, Range 7 West of the 5th P.M., Johnson County, Iowa described as follows:

Beginning at the northwest corner of said Northeast Quarter of the Southeast Quarter; thence South 0°26'19" West 1020.86 feet along the east line of said Northeast Quarter of the Southeast Quarter (assumed bearing for this description only) to the northeast corner of Kansas Subdivision (Final Plat recorded in Plat Book 50, Page 245 at the Johnson County Recorder's Office);

thence South 89°49'14" West 42.50 feet along said north line to the northeast corner of Lot 1 of said Kansas Subdivision;

thence North 0°26'19" East 728.00 feet along a line parallel with and 42.5 feet in perpendicular distance west of the east line of said Northeast Quarter of the Southeast Quarter;

thence North 8°42'11" West 107.00 feet to a point 59.5 feet west of the east line of said Northeast Quarter of the Southeast Quarter;

thence North 22°42'34" West 99.21 feet to a point 98.5 feet west of the east line of said Northeast Quarter of the Southeast Quarter and 97 feet south of the north line of said Northeast Quarter of the Southeast Quarter;

thence North 76°22'14" West 287.26 feet to a point 33 feet south of the north line of said Northeast Quarter of the Southeast Quarter;

thence North 0°45'22" East 33.00 feet to a point of intersection with north line of said Northeast Quarter of the Southeast Quarter;

thence South 89°14'38" East 378.00 feet along said north line to the point of beginning.

Area: 1.64 gross area. 0.60 acres net area which excludes the presently established right-of-way of Kansas Avenue and 270th Street NE.

Temporary Construction Easement

A temporary construction easement on that part of the Northeast Quarter of the Southeast Quarter of Section 15, Township 80 North, Range 7 West of the 5th P.M., Johnson County, Iowa described as follows:

Commencing as a point of reference at the northwest corner of said Northeast Quarter of the Southeast Quarter;

thence South 0°26'19" West 1020.86 feet along the east line of said Northeast Quarter of the Southeast Quarter (assumed bearing for this description only) to the northeast corner of Kansas Subdivision (Final Plat recorded in Plat Book 50, Page 245 at the Johnson County Recorder's Office);

thence South 89°49'14" West 42.50 feet along said north line to the northeast corner of Lot 1 of said Kansas Subdivision, said point being the point of beginning;

thence North 0°26'19" East 728.00 feet along a line parallel with and 42.5 feet in perpendicular distance west of the east line of said Northeast Quarter of the Southeast Quarter;

thence North 8°42'11" West 107.00 feet to a point 59.5 feet west of the east line of said Northeast Quarter of the Southeast Quarter;

thence North 22°42'34" West 99.21 feet to a point 98.5 feet west of the east line of said Northeast Quarter of the Southeast Quarter and 97 feet south of the north line of said Northeast Quarter of the Southeast Quarter;

thence North 76°22'14" West 287.26 feet to a point 33 feet south of the north line of said Northeast Quarter of the Southeast Quarter;

thence North 89°14'38" West 46.00 feet;

thence South 70°23'15" East 318.50 feet;

thence South 17°31'22" East 166.50 feet;

thence South 0°26'19" West 688.00 feet;

thence South 89°49'14" West 50.00 feet;

thence South 0°26'19" West 40.00 feet to a point of intersection with said north line of Kansas Subdivision;

thence North 89°49'14" East 80.00 feet along said north line to the point of beginning and containing 0.91 acres more or less.

AND WHEREAS, Chapter 6B, Code of Iowa, requires that the City of North Liberty, Iowa must make a good-faith effort to negotiate with Smalley Property 270 LLC to purchase the Property before proceeding with condemnation;

AND WHEREAS, the City of North Liberty, Iowa may not make an offer to purchase the Property which is less than the fair market value the City of North Liberty, Iowa has established for the Property;

AND WHEREAS, the City of North Liberty, Iowa has caused an appraisal of the Property to be made to determine the difference in the fair market value of the Property immediately before and immediately after the acquisition of a portion of the Property needed for the Project.

AND WHEREAS, the City of North Liberty, Iowa now desires to establish just compensation for the acquisition of a portion of the Property.

NOW, THEREFORE, BE IT RESOLVED BY THE OF THE CITY OF NORTH LIBERTY, IOWA, AS FOLLOWS:

1. Just Compensation for the acquisition of a portion of the Property owned by Smalley Property 270 LLC is hereby established to be \$20,700.
2. The City Attorney is hereby directed to submit a copy of the appraisal to Smalley Property 270 LLC as required by Section 6B.45, Code of Iowa, and to commence negotiations with Smalley Property 270 LLC for the purchase of a portion of the Property needed for the Kansas Avenue Improvement Project for the amount of \$20,700, which is just compensation therefore established by this Resolution.

APPROVED AND ADOPTED this 3rd day of April, 2018.

CITY OF NORTH LIBERTY:

TERRY L. DONAHUE, MAYOR

ATTEST:

I, Tracey Mulcahey, City Clerk of the City of North Liberty, hereby certify that at a meeting of the City Council of said City, held on the above date, among other proceedings, the above was adopted.

TRACEY MULCAHEY, CITY CLERK

Resolution No. 2018-40

ESTABLISHING JUST COMPENSATION FOR ACQUISITION OF CERTAIN REAL PROPERTY FOR A PUBLIC IMPROVEMENT, THE KANSAS AVENUE IMPROVEMENT PROJECT

WHEREAS, the City of North Liberty, Iowa, for the Kansas Avenue Improvement Project intends to acquire certain real property interests in property owned by Bowman Property, LLC, from Property which is legally described as follows:

Right of Way Acquisition

That part of the Northeast Quarter Section 22, Township 80 North, Range 6 West of the 5th P.M., Johnson County, Iowa described as follows:

Commencing as a point of reference at the southeast corner of said Northeast Quarter;

thence North 0°47'57" West 237.14 feet along the east line of said Northeast Quarter (assumed bearing for this description only) to the point of beginning;

thence continuing North 0°47'57" West 2415.38 feet along said west line to the northeast corner of said Northeast Quarter;

thence South 89°20'45" West 42.50 the north line of said Northeast Quarter;

thence South 0°47'57" East 2416.58 feet along a line parallel with and 42.50 feet in perpendicular distance west of the east line of said Northeast Quarter to a point of intersection with the northerly right-of-way line of Forevergreen Road.

thence North 87°43'30" East 42.50 feet along said right-of-way line to the point of beginning.

Area: Gross Area 2.36 acres more or less. Net Area 0.53 acres more or less which excludes the presently established right-of-way of Kansas Avenue.

Permanent Utility Easement

A utility easement on that part of the Southeast Quarter of the Northeast Quarter of Section 22, Township 80 North, Range 6 West of the 5th P.M., Johnson County, Iowa described as follows:

Commencing as a point of reference at the southeast corner of said Northeast Quarter;

thence North 0°47'57" West 237.14 feet along the east line of said Northeast Quarter (assumed bearing for this description only) to the point of beginning;

thence South 87°43'30" West 57.52 feet along the northerly right-of-

way of Forevergreen Road to the point of beginning;
thence continuing South 87°43'30" West 15.00 feet along said northerly right-of-way line;
thence North 0°47'57" West 15.39 feet;
thence North 89°12'03" East 15.00 feet to a point of intersection with the west line of and existing 15 foot wide utility easement;
thence South 0°47'57" East 2416.58 feet along said west line to the point of beginning and containing 228 square feet more or less.

Permanent Drainage Easement

A permanent drainage easement on that part of the Northeast Quarter Section 22, Township 80 North, Range 6 West of the 5th P.M., Johnson County, Iowa described as follows:

Commencing as a point of reference at the southeast corner of said Northeast Quarter;
thence North 0°47'55" West 237.14 feet along the east line of said Northeast Quarter (assumed bearing for this description only);
thence South 87°43'30" West 42.51 feet;
thence North 0°47'57" West 962.8 feet along a line parallel with and 42.50 feet in perpendicular distance west of the east line of said Northeast Quarter to the point of beginning;
continuing North 0°47'57" West 15.00 feet along said parallel line;
thence South 89°12'03" West 25.00 feet;
thence South 0°47'57" East 15.00 feet;
thence North 89°12'03" East 25.00 feet to the point of beginning and containing 375 square feet more or less.

Temporary Construction Easement

A temporary construction easement on that part of the Northeast Quarter Section 22, Township 80 North, Range 6 West of the 5th P.M., Johnson County, Iowa described as follows:

Commencing as a point of reference at the southeast corner of said Northeast Quarter;
thence North 0°47'57" West 237.14 feet along the east line of said Northeast Quarter (assumed bearing for this description only);
thence South 87°43'30" West 42.51 feet to the point of beginning;
thence North 0°47'57" West 2416.58 feet along a line parallel with and 42.50 feet in perpendicular distance west of the east line of said Northeast Quarter to a point of intersection with the north line of said Northeast Quarter;
thence South 89°20'45" West 45.00 feet along said the north line;
thence South 0°47'57" East 2225.0 feet;

thence South 89°12'03" West 55.00 feet;
thence South 0°47'57" East 194.28 feet to a point of intersection with
the northerly right-of-way line of Forevergreen Road.
thence North 87°43'30" East 100.03 feet along said right-of-way line
to the point of beginning and containing 2.74 acres more or less.

AND WHEREAS, Chapter 6B, Code of Iowa, requires that the City of North Liberty, Iowa must make a good-faith effort to negotiate with Bowman Property, LLC, to purchase the Property before proceeding with condemnation;

AND WHEREAS, the City of North Liberty, Iowa may not make an offer to purchase the Property which is less than the fair market value the City of North Liberty, Iowa has established for the Property;

AND WHEREAS, the City of North Liberty, Iowa has caused an appraisal of the Property to be made to determine the difference in the fair market value of the Property immediately before and immediately after the acquisition of a portion of the Property needed for the Project.

AND WHEREAS, the City of North Liberty, Iowa now desires to establish just compensation for the acquisition of a portion of the Property.

NOW, THEREFORE, BE IT RESOLVED BY THE OF THE CITY OF NORTH LIBERTY, IOWA, AS FOLLOWS:

1. Just Compensation for the acquisition and easements of a portion of the Property owned by Bowman Property, LLC, is hereby established to be \$27,800.
2. The City Attorney is hereby directed to submit a copy of the appraisal to Bowman Property, LLC, as required by Section 6B.45, Code of Iowa, and to commence negotiations with Bowman Property, LLC, for the purchase of a portion of the Property needed for the Kansas Avenue Improvement Project for the amount of \$27,800, which is just compensation therefore established by this Resolution.

APPROVED AND ADOPTED this 3rd day of April, 2018.

CITY OF NORTH LIBERTY:

TERRY L. DONAHUE, MAYOR

ATTEST:

I, Tracey Mulcahey, City Clerk of the City of North Liberty, hereby certify that at a meeting of the City Council of said City, held on the above date, among other proceedings, the above was adopted.

TRACEY MULCAHEY, CITY CLERK

Resolution No. 2018-41

ESTABLISHING JUST COMPENSATION FOR ACQUISITION OF CERTAIN REAL PROPERTY FOR A PUBLIC IMPROVEMENT, THE KANSAS AVENUE IMPROVEMENT PROJECT

WHEREAS, the City of North Liberty, Iowa, for the Kansas Avenue Improvement Project intends to acquire certain real property interests in property owned by MAJ Properties II LLC from Property which is legally described as follows:

Right of Way Acquisition

That part of the Southeast Quarter of the Southeast Quarter of Section 15, Township 80 North, Range 7 West of the 5th P.M., Johnson County, Iowa described as follows:

Beginning at the Southeast Corner of said Southeast Quarter;

thence North 0°00'00" East 913.26 feet along the east line of said Southeast Quarter (assumed bearing for this description only) to the southeast corner of Deatsch Second Subdivision (Final Plat recorded in Plat Book 32, Page 99 at the Johnson County Recorder's Office);

thence South 89°23'23" West 42.50 feet along the south line of said Deatsch Second Subdivision;

thence South 0°00'00" East 912.73 feet along a line parallel with and 42.50 feet in perpendicular distance west of the east line of said Southeast Quarter to a point of intersection with the south line of said Southeast Quarter;

thence South 89°53'23" East 42.50 feet along said south line to the point of beginning.

Area: 0.89 acres gross area. 0.20 acres net area which excludes the presently established right-of-way of Kansas Avenue.

Temporary Construction Easement

A temporary construction easement on that part of the Southeast Quarter of the Southeast Quarter of Section 15, Township 80 North, Range 7 West of the 5th P.M., Johnson County, Iowa described as follows:

Commencing as a point of reference at the Southeast Corner of said Southeast Quarter;

thence North 0°00'00" East 913.26 feet along the east line of said Southeast Quarter (assumed bearing for this description only) to the southeast corner of Deatsch Second Subdivision (Final Plat recorded in Plat Book 32, Page 99 at the Johnson County Recorder's Office);

thence South 89°23'23" West 42.50 feet along the south line of said Deatsch Second Subdivision to the point of beginning;

thence South 0°00'00" East 912.73 feet along a line parallel with and

42.50 feet in perpendicular distance west of the east line of said Southeast Quarter to a point of intersection with the south line of said Southeast Quarter;
thence North 89°53'23" West 45.00 feet along said south line;
thence North 0°00'00" East 246.83 feet;
thence North 90°00'00" East 15.00 feet;
thence North 0°00'00" East 665.50 feet to a point of intersection with the south line of said Deatsch Second Subdivision;
thence North 89°23'23" East 30.00 feet along said south line to the point of beginning and containing 0.71 acres more or less.

AND WHEREAS, Chapter 6B, Code of Iowa, requires that the City of North Liberty, Iowa must make a good-faith effort to negotiate with MAJ Properties II LLC to purchase the Property before proceeding with condemnation;

AND WHEREAS, the City of North Liberty, Iowa may not make an offer to purchase the Property which is less than the fair market value the City of North Liberty, Iowa has established for the Property;

AND WHEREAS, the City of North Liberty, Iowa has caused an appraisal of the Property to be made to determine the difference in the fair market value of the Property immediately before and immediately after the acquisition of a portion of the Property needed for the Project.

AND WHEREAS, the City of North Liberty, Iowa now desires to establish just compensation for the acquisition of a portion of the Property.

NOW, THEREFORE, BE IT RESOLVED BY THE OF THE CITY OF NORTH LIBERTY, IOWA, AS FOLLOWS:

1. Just Compensation for the acquisition and easement of a portion of the Property owned by MAJ Properties II LLC is hereby established to be \$9,000.
2. The City Attorney is hereby directed to submit a copy of the appraisal to MAJ Properties II LLC as required by Section 6B.45, Code of Iowa, and to commence negotiations with MAJ Properties II LLC for the purchase of a portion of the Property needed for the Kansas Avenue Improvement Project for the amount of \$9,000, which is just compensation therefore established by this Resolution.

APPROVED AND ADOPTED this 3rd day of April, 2018.

CITY OF NORTH LIBERTY:

TERRY L. DONAHUE, MAYOR

ATTEST:

I, Tracey Mulcahey, City Clerk of the City of North Liberty, hereby certify that at a meeting of the City Council of said City, held on the above date, among other proceedings, the above was adopted.

TRACEY MULCAHEY, CITY CLERK

Resolution No. 2018-42

ESTABLISHING JUST COMPENSATION FOR ACQUISITION OF CERTAIN REAL PROPERTY FOR A PUBLIC IMPROVEMENT, THE KANSAS AVENUE IMPROVEMENT PROJECT

WHEREAS, the City of North Liberty, Iowa, for the Kansas Avenue Improvement Project intends to acquire certain real property owned by John P. Rarick from Property which is legally described as follows:

Right of Way Acquisition "A"

That part of Auditor's Parcel 2011021 (Plat of Survey recorded in Plat Book 56, Page 120 at the Johnson County Recorder's Office), Johnson County, Iowa described as follows:

Beginning at the southwest corner of the Northwest Quarter of the Northwest Quarter of Section 23, Township 80 North, Range 7 West of the 5th P.M., said point also being the southwest corner of said Auditor's Parcel 2011021;

thence North 0°05'50" East 373.88 feet along the west line of said Northwest Quarter and the west line of said Auditor's Parcel 2011021 (assumed bearing for this description only) to the southwest corner of Lot 1, Rarified Acres (Final Plat recorded in Plat Book 56, Page 138 at the Johnson County Recorder's Office);

thence North 89°48'54" East 42.50 feet along the south line of said Lot 1; thence South 0°05'50" East 373.96 feet along a line parallel with and 42.50 feet east of the west line of said Auditor's Parcel 2011021, said line also being parallel with and 42.50 feet east of the west line of said Northwest Quarter to a point of intersection with the south line of said Auditor's Parcel 2011021;

thence South 89°55'41" West 42.50 feet along the south line of said Auditor's Parcel 2011021 to the point of beginning.

Area: Gross Area 15,892 square feet. Net Area 3,553 square feet which excludes the presently established right-of-way of Kansas Avenue.

Right of Way Acquisition "B"

That part of Auditor's Parcel 99010 (Plat of Survey recorded in Plat Book 540, Page 36 at the Johnson County Recorder's Office) and that part of Auditor's Parcel 2011021 (Plat of Survey recorded in Plat Book 56, Page 120 at the Johnson County Recorder's Office), Johnson County, Iowa described as follows:

Beginning at the northwest corner of Section 23, Township 80 North, Range 7 West of the 5th P.M., said point also being the northwest corner of said Auditor's Parcel 99010;

thence South 0°05'50" East 533.53 feet along the west line of said Northwest Quarter and the west line of said Auditor's Parcel 99010 and the west line of said Auditor's Parcel 2011021 (assumed bearing for this description only) to the northwest corner of Lot 1, Rarified Acres (Final Plat recorded in Plat Book 56, Page 138 at the Johnson County Recorder's Office);

thence North 89°54'10" East 33.00 feet along a northerly line of said Lot 1;
thence North 86°41'40" East 9.52 feet along a northerly line of said Lot 1;
thence North 0°05'50" West 532.90 feet along a line parallel with and 42.50 feet east of the west line of said Auditor's Parcel 2011021 and the west line of said Auditor's Parcel 99010, said line also being parallel with and 42.50 feet east of the west line of said Northwest Quarter to a point of intersection with the north line of said Auditor's Parcel 99010;
thence North 89°57'43" West 42.50 feet along said north to the point of beginning.
Area: Gross Area 22,670 square feet. Net Area 5,066 square feet which excludes the presently established right-of-way of Kansas Avenue.

Permanent Drainage Easement "A"

A permanent drainage easement on that part of Auditor's Parcel 2011021 (Plat of Survey recorded in Plat Book 56, Page 120 at the Johnson County Recorder's Office), Johnson County, Iowa described as follows:

Commencing as a point of reference at the southwest corner of the Northwest Quarter of the Northwest Quarter of Section 23, Township 80 North, Range 7 West of the 5th P.M., said point also being the southwest corner of said Auditor's Parcel 2011021;

thence North 89°55'41" East 42.50 feet along the south line of said Auditor's Parcel 2011021 (assumed bearing for this description only) to the point of beginning;

thence North 0°05'50" West 13.50 feet along a line parallel with and 42.50 feet east of the west line of said Auditor's Parcel 2011021, said line also being parallel with and 42.50 feet east of the west line of said Northwest Quarter;

thence North 89°54'10" East 30.00 feet;

thence South 0°05'50" East 13.51 feet to a point of intersection with the south line of said Auditor's Parcel 2011021;

thence South 89°54'10" West 42.50 feet along said south line to the point of beginning and containing 405 square feet more or less.

Permanent Draining Easement "B"

A permanent drainage easement on that part of Auditor's Parcel 2011021 (Plat of Survey recorded in Plat Book 56, Page 120 at the Johnson County Recorder's Office), Johnson County, Iowa described as follows:

Commencing as a point of reference at the southwest corner of the Northwest Quarter of the Northwest Quarter of Section 23, Township 80 North, Range 7 West of the 5th P.M., said point also being the southwest corner of said Auditor's Parcel 2011021;

thence North 89°55'41" East 42.50 feet along the south line of said Auditor's Parcel 2011021 (assumed bearing for this description only);

thence North 0°05'50" West 183.60 feet along a line parallel with and 42.50 feet east of the west line of said Auditor's Parcel 2011021, said line also being parallel with and 42.50 feet east of the west line of said Northwest Quarter, to the point of beginning;

thence continuing North 0°05'50" West 65.00 feet along a line parallel with and 42.50 feet east of the west line of said Auditor's Parcel 2011021, said line also being parallel with and 42.50 feet east of the west line of said Northwest Quarter;

thence North 89°54'10" East 20.00 feet;
thence South 0°05'50" East 65.00 feet;
thence South 89°54'10" West 20.00 feet to the point of beginning and containing 1,300 square feet more or less.

Permanent Drainage Easement "C"

A permanent drainage easement on that part of Auditor's Parcel 2011021 (Plat of Survey recorded in Plat Book 56, Page 120 at the Johnson County Recorder's Office), Johnson County, Iowa described as follows:

Commencing as a point of reference at the northwest corner of Section 23, Township 80 North, Range 7 West of the 5th P.M., said point also being the northwest corner of said Auditor's Parcel 99010 (Plat of Survey recorded in Plat Book 40, Page 36 at the Johnson County Recorder's Office);

thence South 89°57'43" East 42.50 feet along the north line of said Auditor's Parcel 99010 (assumed bearing for this description only);

thence South 0°05'50" East 152.50 feet along a line parallel with and 42.50 feet east of the west line of said Auditor's Parcel 2011021 and the west line of said Auditor's Parcel 99010, said line also being parallel with and 42.50 feet east of the west line of said Northwest Quarter to the point of beginning;

thence North 89°54'10" East 25.00 feet;

thence South 0°05'50" East 25.00 feet;

thence South 89°54'10" West 25.00 feet

thence North 0°05'50" West 25.00 feet along said parallel line to the point of beginning and containing 625 square feet more or less.

Temporary Construction Easement "A"

A temporary construction easement on that part of Auditor's Parcel 2011021 (Plat of Survey recorded in Plat Book 56, Page 120 at the Johnson County Recorder's Office), Johnson County, Iowa described as follows:

Commencing as a point of reference at the southwest corner of the Northwest Quarter of the Northwest Quarter of Section 23, Township 80 North, Range 7 West of the 5th P.M., said point also being the southwest corner of said Auditor's Parcel 2011021;

thence North 89°55'41" East 42.50 feet along the south line of said Auditor's Parcel 2011021 (assumed bearing for this description only) to the point of beginning;

thence North 0°05'50" West 373.96 feet along a line parallel with and 42.50 feet east of the west line of said Auditor's Parcel 2011021, said line also being parallel with and 42.50 feet east of the west line of said Northwest Quarter to a point of intersection with the south line of Lot 1, Rarified Acres (Final Plat recorded in Plat Book 56, Page 138 at the Johnson County Recorder's Office);

thence North 89°54'10" East 25.00 feet along said south line;

thence South 0°05'50" East 110.38 feet;

thence North 89°54'10" East 35.00 feet;

thence South 0°05'50" East 90.00 feet;

thence South 89°54'10" West 30.00 feet;
thence South 0°05'50" East 173.60 feet to a point of intersection with the south line of said Auditor's Parcel 2011021;
thence South 89°54'10" West 30.00 feet along said south line to the point of beginning and containing 0.31 acres more or less.

Temporary Construction Easement "B"

A temporary construction easement on that part of Auditor's Parcel 99010 (Plat of Survey recorded in Plat Book 40, Page 36 at the Johnson County Recorder's Office) and Auditor's Parcel 2011021 (Plat of Survey recorded in Plat Book 56, Page 120 at the Johnson County Recorder's Office), Johnson County, Iowa described as follows:

Commencing as a point of reference at the northwest corner of Section 23, Township 80 North, Range 7 West of the 5th P.M., said point also being the northwest corner of said Auditor's Parcel 99010

thence South 89°57'43" East 42.50 feet along the north line of said Auditor's Parcel 99010 (assumed bearing for this description only) to the point of beginning;
thence continuing South 89°57'43" East 30.00 feet along said north line;
thence South 0°05'50" East 126.6 feet along a line parallel with and 42.50 feet east of the west line of said Auditor's Parcel 99010 and parallel with said Auditor's Parcel 2011021, said line also being parallel with and 42.50 feet east of the west line of said Northwest Quarter;

thence North 89°54'10" East 20.00 feet;
thence South 0°05'50" East 76.00 feet;
thence South 89°54'10" West 25.00 feet;
thence South 0°05'50" East 300.00 feet;
thence North 89°54'10" East 30.00 feet;
thence South 0°05'50" East 27.14 feet to a point of intersection with the north line of Lot 1, Rarified Acres (Final Plat recorded in Plat Book 56, Page 138 at the Johnson County Recorder's Office);

thence South 86°41'40" West 55.09 feet along said north line;
thence North 0°05'50" West 532.90 feet along a line parallel with and 42.50 feet east of the west line of said Auditor's Parcel 2011021 and the west line of said Auditor's Parcel 99010, said line also being parallel with and 42.50 feet east of the west line of said Northwest Quarter to the point of beginning and containing 0.38 acres more or less.

AND WHEREAS, Chapter 6B, Code of Iowa, requires that the City of North Liberty, Iowa must make a good-faith effort to negotiate with John P. Rarick to purchase the Property before proceeding with condemnation;

AND WHEREAS, the City of North Liberty, Iowa may not make an offer to purchase the Property which is less than the fair market value the City of North Liberty, Iowa has established for the Property;

AND WHEREAS, the City of North Liberty, Iowa has caused an appraisal of the

Property to be made to determine the difference in the fair market value of the Property immediately before and immediately after the acquisition of a portion of the Property needed for the Project.

AND WHEREAS, the City of North Liberty, Iowa now desires to establish just compensation for the acquisition of a portion of the Property.

NOW, THEREFORE, BE IT RESOLVED BY THE OF THE CITY OF NORTH LIBERTY, IOWA, AS FOLLOWS:

1. Just Compensation for the acquisition of a portion of the Property owned by John P. Rarick is hereby established to be \$9,300.
2. The City Attorney is hereby directed to submit a copy of the appraisal to John P. Rarick as required by Section 6B.45, Code of Iowa, and to commence negotiations with John P. Rarick for the purchase of a portion of the Property needed for the Kansas Avenue Improvement Project for the amount of \$9,300, which is just compensation therefore established by this Resolution.

APPROVED AND ADOPTED this 3rd day of April, 2018.

CITY OF NORTH LIBERTY:

TERRY L. DONAHUE, MAYOR

ATTEST:

I, Tracey Mulcahey, City Clerk of the City of North Liberty, hereby certify that at a meeting of the City Council of said City, held on the above date, among other proceedings, the above was adopted.

TRACEY MULCAHEY, CITY CLERK

Resolution No. 2018-43

ESTABLISHING JUST COMPENSATION FOR ACQUISITION OF CERTAIN REAL PROPERTY FOR A PUBLIC IMPROVEMENT, THE KANSAS AVENUE IMPROVEMENT PROJECT

WHEREAS, the City of North Liberty, Iowa, for the Kansas Avenue Improvement Project intends to acquire certain interests ("Property") in real property owned by Thomas Streb and Linda Streb. Said Property is more specifically and legally described as follows:

Right of Way Acquisition

That part of the Northwest Quarter of the Southwest Quarter of Section 14, Township 80 North, Range 7 West of the 5th P.M., Johnson County, Iowa described as follows:

Beginning at the northwest corner of said Northwest Quarter of the Southwest Quarter;

thence South 89°50'36" East 328.50 feet along the north line of said Northwest Quarter of the Southwest Quarter (assumed bearing for this description only);

thence South 0°09'24" West 33.00 feet;

thence South 83°10'47" West 177.00 feet to a point 54.5 feet south of the north line of said Northwest Quarter of the Southwest Quarter and 153.1 feet east of the west line of said Northwest Quarter of the Southwest Quarter;

thence South 57°20'14" West 132.00 feet to a point 42.5 feet east of the west line of said Northwest Quarter of the Southwest Quarter;

thence South 0°26'19" West 1201.97 feet along a line parallel with and 42.5 feet in perpendicular distance east of the west line of said Northwest Quarter of the Southwest Quarter to a point of intersection with the south line of said Northwest Quarter of the Southwest Quarter;

thence North 89°39'08" West 42.50 feet to a point of intersection with the west line of said Northwest Quarter of the Southwest Quarter;

thence North 0°26'19" East 1327.87 feet along said west line to the point of beginning.

Area: 1.70 acres gross area. 0.47 acres net area which excludes the presently established right-of-way of Kansas Avenue and 270th Street NE.

Permanent Drainage Easement

A permanent drainage easement on that part of the Northwest Quarter of the Southwest Quarter of Section 14, Township 80 North, Range 7 West of the 5th P.M., Johnson County, Iowa described as follows:

Commencing as a point of reference at the Northwest Corner of said Northwest Quarter of the Southwest Quarter;

thence South 0°26'19" West 1052.25 feet to along the west line of said Northwest Quarter of the Southwest Quarter;

thence South 89°33'41" East 42.50 feet to the point of beginning;

thence South 89°33'41" East 45.00 feet;
thence South 0°26'19" West 30.00 feet;
thence North 89°33'41" West 45.00 feet;
thence North 0°26'19" East 30.00 feet to the point of beginning and containing 1,350 square feet more or less.

Temporary Construction Easement

A temporary construction easement on that part of the Northwest Quarter of the Southwest Quarter of Section 14, Township 80 North, Range 7 West of the 5th P.M., Johnson County, Iowa described as follows:

Commencing as a point of reference at the Northwest Corner of said Northwest Quarter of the Southwest Quarter;

thence South 89°50'36" East 328.50 feet along the north line of said Northwest Quarter of the Southwest Quarter (assumed bearing for this description only);

thence South 0°09'24" West 33.00 feet to a point of intersection with the southerly Right-of-Way line of 270th Street NE, said point being the point of beginning;

thence South 6°49'13" East 30.00 feet;

thence South 83°10'47" West 170.12 feet;

thence South 57°20'14" West 108.86 feet;

thence South 0°26'19" West 890.00 feet;

thence South 89°33'41" East 30.00 feet;

thence South 0°26'19" West 82.00 feet;

thence North 89°33'41" West 20.00 feet;

thence South 0°26'19" West 213.65 feet to a point of intersection with the south line of said Northwest Quarter of the Southwest Quarter;

thence North 89°39'08" West 40.00 feet to a point 42.5 feet east of the west line of said Northwest Quarter of the Southwest Quarter;

thence North 0°26'19" East 1201.97 feet along a line parallel with and 42.5 feet in perpendicular distance east of the west line of said Northwest Quarter of the Southwest Quarter;

thence North 57°20'14" East 132.00 feet to a point 54.5 feet south of the north line of said Northwest Quarter of the Southwest Quarter and 153.1 feet east of the west line of said Northwest Quarter of the Southwest Quarter;

thence North 83°10'47" East 177.00 feet to the point of beginning and containing 1.13 acres more or less.

AND WHEREAS, Chapter 6B, Code of Iowa, requires that the City of North Liberty, Iowa must make a good-faith effort to negotiate with Thomas Streb and Linda Streb to purchase the Property before proceeding with condemnation;

AND WHEREAS, the City of North Liberty, Iowa may not make an offer to purchase the Property which is less than the fair market value the City of North Liberty, Iowa has established for the Property;

AND WHEREAS, the City of North Liberty, Iowa has caused an appraisal of the Property to be made to determine the difference in the fair market value of the Property immediately before and immediately after the acquisition of a portion of the Property needed for the Project.

AND WHEREAS, the City of North Liberty, Iowa now desires to establish just compensation for the acquisition of a portion of the Property.

NOW, THEREFORE, BE IT RESOLVED BY THE OF THE CITY OF NORTH LIBERTY, IOWA, AS FOLLOWS:

1. Just Compensation for the acquisition of the Property owned by Thomas Streb and Linda Streb is hereby established to be \$24,500.
2. The City Attorney is hereby directed to submit a copy of the appraisal to Thomas Streb and Linda Streb as required by Section 6B.45, Code of Iowa, and to commence negotiations with Thomas Streb and Linda Streb for the purchase of the Property needed for the Kansas Avenue Improvement Project for the amount of \$24,500, which is just compensation therefore established by this Resolution.

APPROVED AND ADOPTED this 3rd day of April, 2018.

CITY OF NORTH LIBERTY:

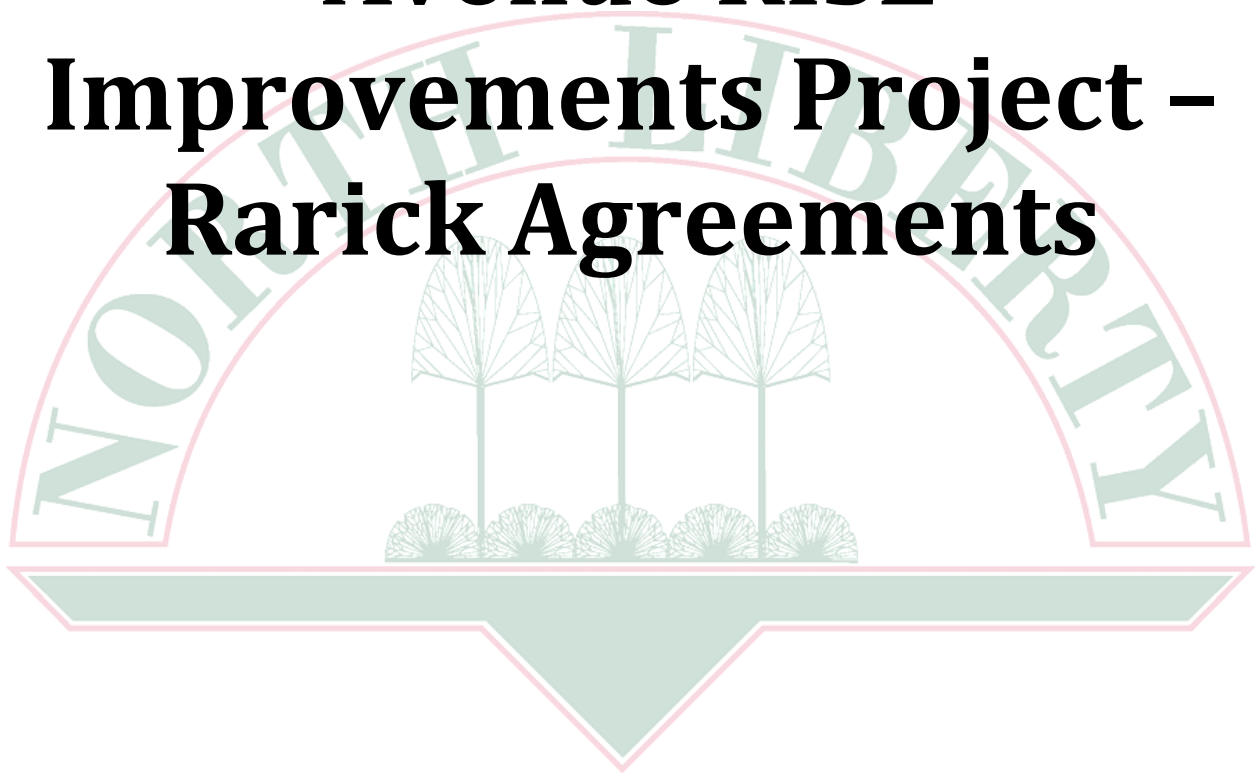
TERRY L. DONAHUE, MAYOR

ATTEST:

I, Tracey Mulcahey, City Clerk of the City of North Liberty, hereby certify that at a meeting of the City Council of said City, held on the above date, among other proceedings, the above was adopted.

TRACEY MULCAHEY, CITY CLERK

**North Liberty Kansas
Avenue RISE
Improvements Project –
Rarick Agreements**



Prepared by and Return to:
Scott C. Peterson, 3 Quail Creek Circle, P.O. Box 77, North Liberty, IA 52317 319-626-5767

PUBLIC EASEMENT AGREEMENT

This agreement is made and entered into by and between Robert A. Rarick and Joyce K. Rarick, husband and wife, owners of the real estate described herein (hereinafter referred to as "Property Owner," which expression shall include its agents, successors, or assigns), and the City of North Liberty, Iowa, a municipal corporation, (hereinafter referred to as "City," which expression shall include its agents, successors, or assigns).

IT IS HEREBY AGREED AS FOLLOWS:

For the sum of one dollar plus other valuable consideration, the receipt of which is hereby acknowledged, Property Owner hereby grants and conveys to City a permanent drainage easement (Division I) and a temporary construction easement (Division II) for the public purpose of reconstructing in 2018-19 and thereafter maintaining Kansas Avenue and related infrastructure, including water, utilities, and storm water management facilities (the "Project"), under, over, through and across the areas described in the exhibits, which are attached.

Additionally, as part of the consideration for this agreement,

- A. Property Owner will not be assessed for any costs for the design and construction of the Project, plans for which are on file at City Hall, nor shall Property Owner be responsible for the initial costs of constructing or maintaining the Project; however, connection fees, frontage fees, or other typical and customary fees will be collected by City at the time any part of the property is developed.
- B. City shall be responsible for the recording of this Agreement and payment of the costs for the same and all other such costs pursuant to Iowa Code Sections 6B.33 and 6B.54.

DIVISION I – PERMANENT EASEMENT

Further, Property Owner and City agree that:

1. Property Owner hereby grants and conveys to the City a permanent easement for the

purposes of excavating, installing, maintaining, and using of such storm water lines, pipes, mains, conduits, culverts, and overland drainageways, along with all necessary appurtenances in connection with said use, as City shall from time to time elect for conveying storm water; and also a right of way, with the right of ingress and egress thereto, over and across the areas designated as "Permanent Drainage Easement" as depicted and described on Exhibit A and referred to herein as the "easement area."

2. City has the right to construct and maintain the Project with such structures as City shall from time to time elect. City shall promptly backfill any trench made by it, and repair any damage caused by City within the easement area or on Property Owner's adjoining property.
3. City shall defend, indemnify and hold Property Owner harmless for any claims, demands or causes of action arising by virtue of its negligent construction, use or maintenance of the Project on Property Owners' property. Property Owner shall defend, indemnify and hold City harmless for any claims, demands or causes of action arising by virtue of its negligent use of the easement area on Property Owners' property.
4. Property Owner reserves the right to use said easement area for purposes that will not interfere with City's full enjoyment of the rights hereby granted; provided that Property Owner shall not erect or construct any building, fence, retaining wall, or other structure; plant any trees; drill or operate any well; or construct any reservoir or other obstruction on said easement areas. Further, Property Owner shall not diminish or substantially add to the ground cover or otherwise landscape on or over said easement areas. Fences and trees placed in the easement area, with or without City approval, may be removed by City without compensation or replacement.
5. City shall not fence any part of the permanent easement area, unless otherwise agreed in writing by the parties.
6. Property Owner shall not change the grade, elevation or contour of any part of the permanent easement area without obtaining the prior written consent of the City Engineer, which consent shall not be unreasonably withheld.
7. City shall have the right of access to the permanent easement area and have all rights of ingress and egress reasonably necessary for the use and enjoyment of the permanent easement area as herein described, including but not limited to the right to remove any unauthorized obstructions or structures placed or erected on the permanent easement area.
8. City covenants and agrees to remove and stockpile existing topsoil from the area to be excavated during construction or in the event of any repair. Following installation or repair of the improvements described herein, all areas within the easement area which are disturbed will be graded to form a uniform slope, and topsoil shall be replaced and re-spread over disturbed areas, thereby restoring said areas substantially to their prior condition, with the exception of the replacement of trees, shrubs and brush.

DIVISION II – TEMPORARY EASEMENT

Property Owner and the City further agree that:

1. The temporary easement area being granted and conveyed by this Agreement is depicted and legally described in Exhibit B, which is attached and fully incorporated herein and referred to herein as “temporary construction easement area.”
2. Property Owner does hereby grant and convey to City a temporary construction easement for the purpose of facilitating the City’s construction of the Project described above.
3. Property Owner shall not erect any landscaping, fences, or structures over, under or within the temporary construction easement area during the construction of the Project, without obtaining the prior written consent of the City Engineer.
4. Property Owner shall not change the grade, elevation or contour of any part of the temporary construction easement area without obtaining the prior written consent of the City Engineer during the same timeframe.
5. City shall have the right of access to the temporary construction 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.
6. Following the construction and installation of the Project and final acceptance by City, City shall restore the temporary construction easement area to substantially the same condition as existed prior to the commencement of construction operations.
7. City covenants and agrees that driveways, fences and other site features that are removed or disturbed shall be replaced by City consistent with the final construction plans, which the City Engineer shall make available to Property Owner upon request.
8. City covenants and agrees that all grassed areas disturbed by the construction shall be seeded within a reasonable time after construction is complete.
9. Property Owner agrees that trees, shrubs and brush that are removed or disturbed will not be replaced by City.
10. City covenants and agrees to remove and stockpile existing topsoil from areas to be excavated, to be used in the event of any repair. Following installation of the improvements described herein, all areas within the temporary construction easement area which are disturbed will be graded to form a uniform slope, and topsoil shall be replaced and re-spread over disturbed areas, thereby restoring said areas substantially to their prior condition, with the exception of the replacement of trees, shrubs and brush.

11. The rights as described above in the temporary construction easement area shall commence upon execution hereof and shall cease and terminate following the completion of the construction of the Project, but no later than October 1, 2019.

DIVISION III – GENERAL

1. Property Owner does hereby covenant with City that Property Owner holds said real estate described in this easement by title in fee simple; that Property Owner has good and lawful authority to convey the same; and that Property Owner covenants to warrant and defend the said premises against the lawful claims of all persons whomsoever. Notwithstanding the preceding, the easements herein are conveyed subject to any and all existing easements, agreements, covenants, and restrictions of record affecting the real estate.
2. The provisions hereof shall inure to the benefit of and bind the successors and assigns of the respective parties hereto, and all covenants shall apply to and run with the land.
3. This Agreement is executed in connection with Property Owner deeding of right-of-way to City for the Project as legally described on Exhibit C attached. Notice of Property Owner's rights pursuant to Iowa Code Section 6B.52 is hereby given for all rights acquired from Property Owner by virtue of the Project by deed, easement or otherwise.

Dated this _____ day of _____, 2018.

PROPERTY OWNER:

CITY:

Signed: 
Robert A. Rarick

Signed: _____
Terry L. Donahue, Mayor

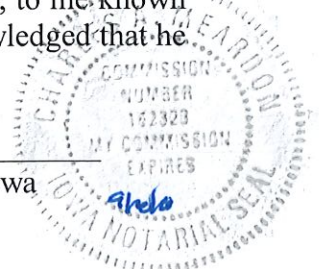
Signed: 
Joyce K. Rarick

Signed: _____
Tracey Mulcahey, City Clerk

STATE OF IOWA, JOHNSON COUNTY: ss

On this 26th day of March, 2018, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Robert A. Rarick, to me known to be the person named in and who executed the foregoing instrument, and acknowledged that he executed the same as his voluntary act and deed.



Notary Public in and for the State of Iowa



STATE OF IOWA, JOHNSON COUNTY: ss

On this 26th day of March, 2018, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Joyce K. Rarick, to me known to be the person named in and who executed the foregoing instrument, and acknowledged that she

executed the same as her voluntary act and deed.



Notary Public in and for the State of Iowa *2/14/18*



STATE OF IOWA, JOHNSON COUNTY: ss

On this _____ day of _____, 2018, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Terry L. Donahue and Tracey Mulcahey, 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 North Liberty, Iowa, a municipal corporation; that the seal affixed to the foregoing instrument is the corporate seal of the municipal corporation, and that the instrument was signed and sealed on behalf of the municipal corporation by the authority of its City Council, as contained in Resolution No. _____ of the City Council on the _____ day of _____, 2018, and that Terry L. Donahue and Tracey Mulcahey acknowledged the execution of the instrument to be their voluntary act and deed and the voluntary act and deed of the corporation, by it and by them voluntarily executed.

Notary Public in and for the State of Iowa

EXHIBIT A

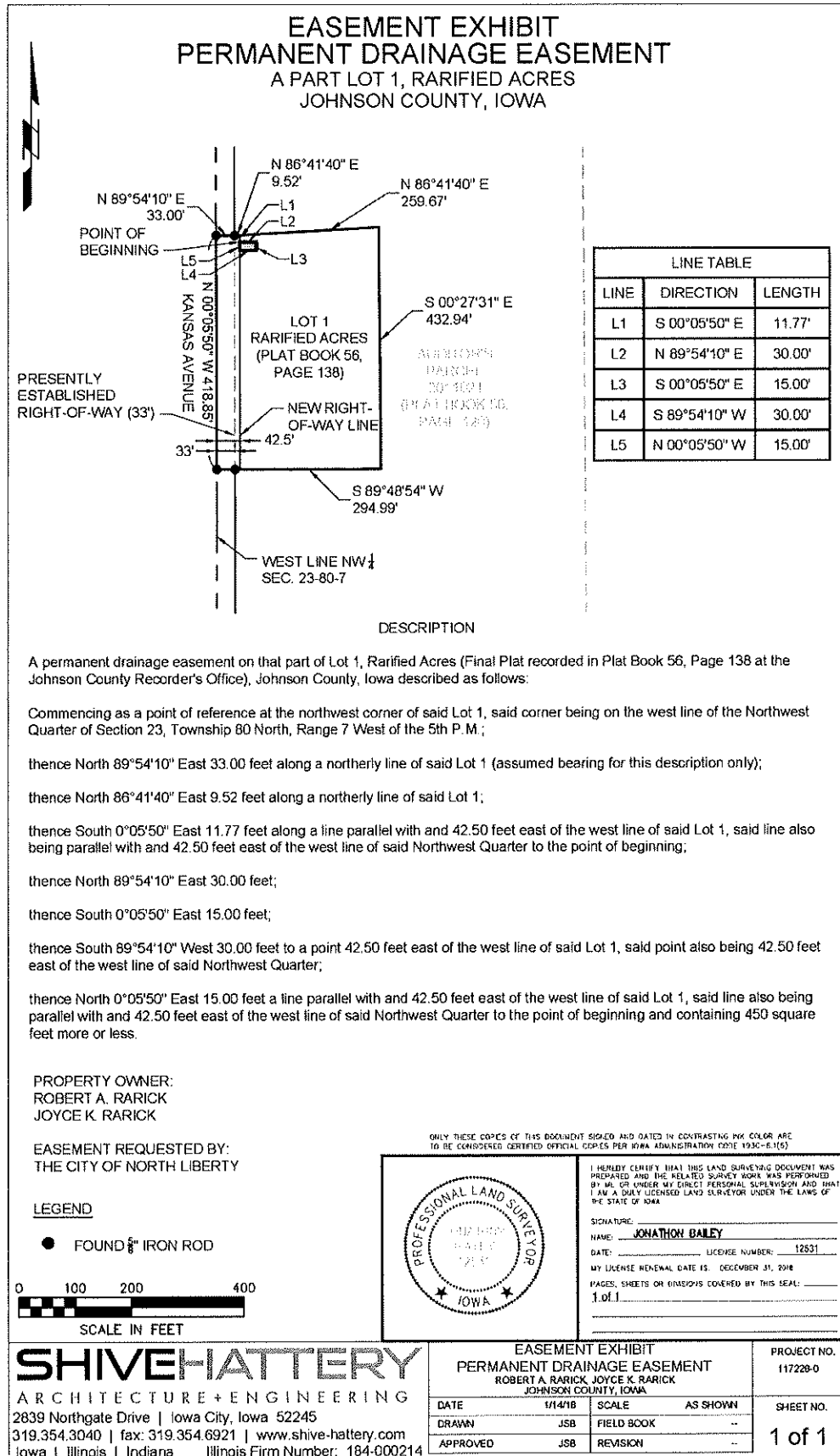
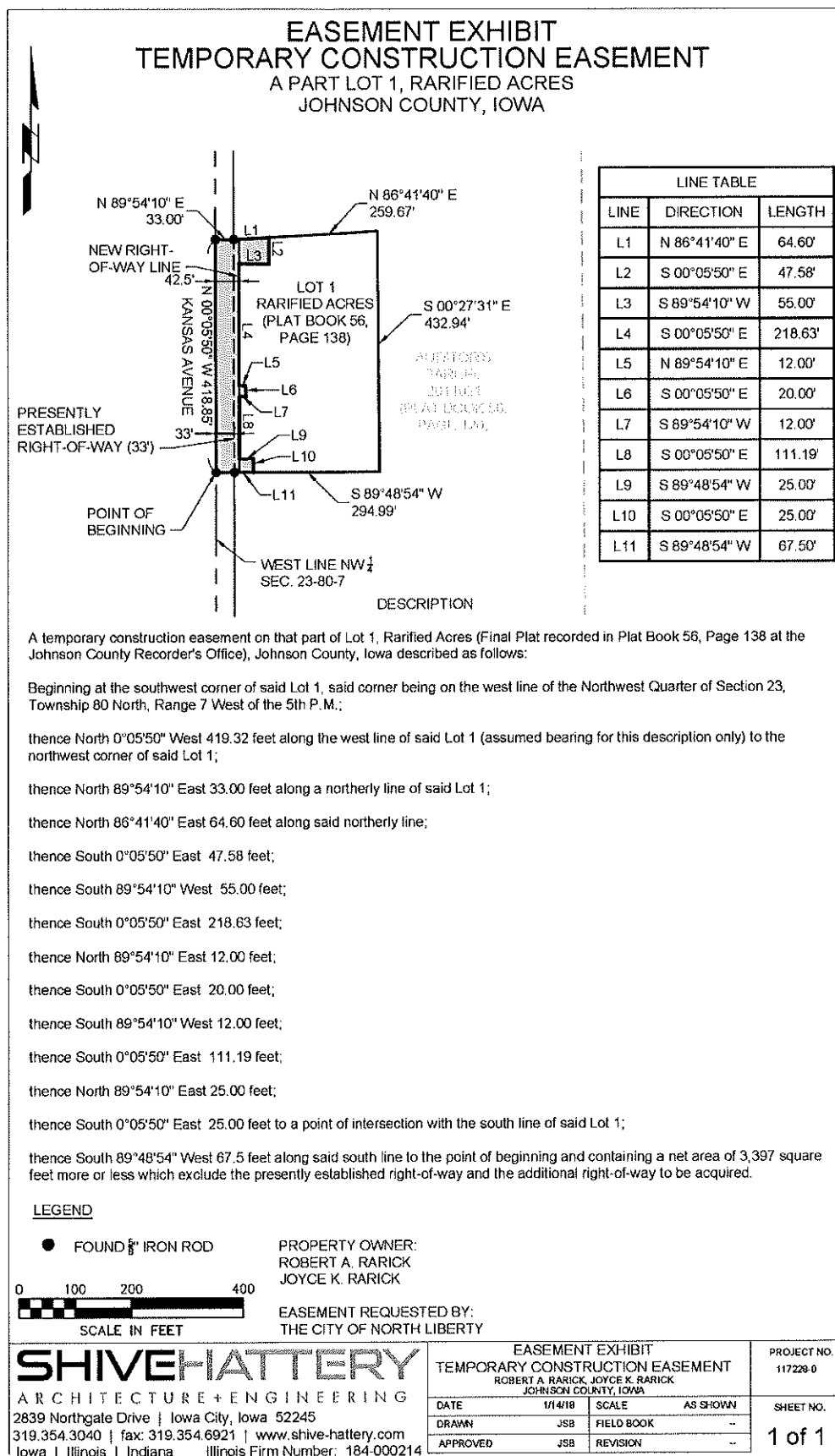


EXHIBIT B



Resolution No. 2018-44

**A RESOLUTION APPROVING THE PUBLIC EASEMENT
AGREEMENT BETWEEN ROBERT A. RARICK AND JOYCE K.
RARICK AND THE CITY OF NORTH LIBERTY**

**BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF NORTH LIBERTY,
IOWA:**

WHEREAS, the City of North Liberty is planning the Kansas Avenue RISE Project adjacent to Robert A. Rarick and Joyce K. Rarick's property;

WHEREAS, a permanent easement is necessary for the project;

WHEREAS, the value of the permanent easement for the project was determined to be \$1,451.00; and

WHEREAS, it is the parties' desire to agree and establish, in writing, their understanding concerning the agreement for the project.

NOW, THEREFORE, BE IT RESOLVED that that the attached agreement between the City of North Liberty and Robert A. Rarick and Joyce K. Rarick is approved for the Kansas Avenue RISE Project, North Liberty, Iowa.

BE IT FURTHER RESOLVED that the Mayor and City Clerk are hereby authorized to execute said agreement.

APPROVED AND ADOPTED this 3rd day of April, 2018.

CITY OF NORTH LIBERTY:

TERRY L. DONAHUE, MAYOR

ATTEST:

I, Tracey Mulcahey, City Clerk of the City of North Liberty, hereby certify that at a meeting of the City Council of said City, held on the above date, among other proceedings, the above was adopted.

TRACEY MULCAHEY, CITY CLERK

Prepared by and Return to: Scott C. Peterson, City of North Liberty, PO Box 77, North Liberty, IA 52317 (319) 626-5767
Address Tax Statement: City of North Liberty, Iowa, PO Box 77, North Liberty, IA 52317

WARRANTY DEED

For the consideration of One Dollar(s) and other valuable consideration, Robert A. Rarick and Joyce K. Rarick, married persons, do hereby convey to the City of North Liberty, Iowa, a municipal corporation, for right-of-way purposes, the following described real estate in Johnson County, Iowa:

See attached Exhibit A.

Grantor does hereby covenant with grantees, and successors in interest, that grantors hold the real estate by title in fee simple; that he/she/they/it has/have good and lawful authority to sell and convey the real estate; that the real estate is free and clear of all liens and encumbrances except as may be above stated; and grantors covenant to warrant and defend the real estate against the lawful claims of all persons except as may be above stated. Each of the undersigned hereby relinquishes all rights of dower, homestead and distributive share in and to the real estate.

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.

Dated: _____
Robert A. Rarick

STATE OF IOWA, JOHNSON COUNTY: ss

On this _____ day of _____, 2018, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Robert A. Rarick, to me known to be the person named in and who executed the foregoing instrument, and acknowledged that he executed the same as his voluntary act and deed.

Notary Public in and for said State

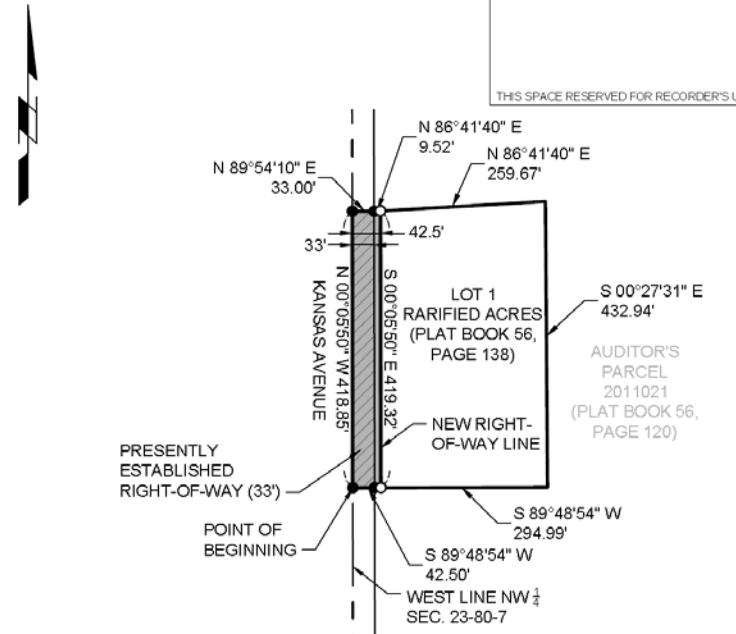
Dated: _____
Joyce K. Rarick


STATE OF IOWA, JOHNSON COUNTY: ss

On this _____ day of _____, 2018, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Joyce K. Rarick, to me known to be the person named in and who executed the foregoing instrument, and acknowledged that she executed the same as her voluntary act and deed.

Notary Public in and for said State

EXHIBIT A

INDEX LEGEND	
<p>LOCATION : A PART OF LOT 1, RARIFIED ACRES, JOHNSON COUNTY, IOWA</p> <p>REQUESTOR : THE CITY OF NORTH LIBERTY</p> <p>PROPRIETOR : ROBERT A. RARICK, JOYCE K. RARICK</p> <p>SURVEYOR : JONATHON BAILEY, P.L.S.</p> <p>SURVEY : SHIVE-HATTERY, INC.</p> <p>COMPANY : 2839 NORTHGATE DR. IOWA CITY, IA 52245</p> <p>RETURN TO : THE CITY OF NORTH LIBERTY</p>	<div style="text-align: center; border-top: 1px solid black; border-bottom: 1px solid black; height: 20px; margin-bottom: 10px;">THIS SPACE RESERVED FOR RECORDER'S USE</div> <div style="text-align: center;">  <p style="margin-top: 10px;">DESCRIPTION</p> </div> <p>That part of Lot 1, Rarified Acres (Final Plat recorded in Plat Book 56, Page 138 at the Johnson County Recorder's Office), Johnson County, Iowa described as follows:</p> <p>Beginning at the southwest corner of said Lot 1, said corner being on the west line of the Northwest Quarter of Section 23, Township 80 North, Range 7 West of the 5th P.M.;</p> <p>thence North 0°05'50" East 418.85 feet along the west line of said Lot 1 and the west line of said Northwest Quarter (assumed bearing for this description only) to the northwest corner of said Lot 1;</p> <p>thence North 89°54'10" East 33.00 feet along a northerly line of said Lot 1;</p> <p>thence North 86°41'40" East 9.52 feet along a northerly line of said Lot 1;</p> <p>thence South 0°05'50" East 419.32 feet along a line parallel with and 42.50 feet east of the west line of said Lot 1, said line also being parallel with and 42.50 feet east of the west line of said Northwest Quarter to a point of intersection with the south line of said Lot 1;</p> <p>thence South 89°48'54" West 42.50 feet along the south line of said Lot 1 to the point of beginning.</p> <p>Area: Gross Area 17,803 square feet. Net Area 3,982 square feet which excludes the presently established right-of-way of Kansas Avenue.</p>

LEGEND	
<p>● FOUND $\frac{5}{8}$" IRON ROD</p> <p>○ SET $\frac{5}{8}$" IRON ROD W/ YELLOW CAP #12531</p>	<div style="display: flex; align-items: center;"> <div style="flex: 1;">  </div> <div style="flex: 2; padding-left: 10px;"> <p style="font-size: small;">I HEREBY CERTIFY THAT THIS LAND SURVEYING DOCUMENT WAS PREPARED AND THE RELATED SURVEY WORK WAS PERFORMED BY ME OR UNDER MY DIRECT PERSONAL SUPERVISION AND THAT I AM A DULY LICENSED LAND SURVEYOR UNDER THE LAWS OF THE STATE OF IOWA.</p> <p>SIGNATURE: _____</p> <p>NAME: <u>JONATHON BAILEY</u></p> <p>DATE: _____ LICENSE NUMBER: <u>12531</u></p> <p>MY LICENSE RENEWAL DATE IS: <u>DECEMBER 31, 2018</u></p> <p>PAGES, SHEETS OR DIVISIONS COVERED BY THIS SEAL: <u>1 of 1</u></p> </div> </div>

SHIVEHATTERY			RIGHT-OF-WAY ACQUISITION PLAT		PROJECT NO.													
<p>ARCHITECTURE+ENGINEERING</p> <p>2839 Northgate Drive Iowa City, Iowa 52245</p> <p>319.354.3040 fax: 319.354.6921 www.shive-hattery.com</p> <p>Iowa Illinois Indiana Illinois Firm Number: 184-000214</p>			<p>LOT 1, RARIFIED ACRES</p> <p>ROBERT A. RARICK, JOYCE K. RARICK</p> <p>JOHNSON COUNTY, IOWA</p>		117228-0													
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 33%;">DATE</td> <td style="width: 33%;">1/14/18</td> <td style="width: 33%;">SCALE</td> <td style="width: 33%;">AS SHOWN</td> </tr> <tr> <td>DRAWN</td> <td>JSB</td> <td>FIELD BOOK</td> <td>--</td> </tr> <tr> <td>APPROVED</td> <td>JSB</td> <td>REVISION</td> <td>--</td> </tr> </table>			DATE	1/14/18	SCALE	AS SHOWN	DRAWN	JSB	FIELD BOOK	--	APPROVED	JSB	REVISION	--	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%;">SHEET NO.</td> <td style="width: 50%;">1 of 1</td> </tr> </table>		SHEET NO.	1 of 1
DATE	1/14/18	SCALE	AS SHOWN															
DRAWN	JSB	FIELD BOOK	--															
APPROVED	JSB	REVISION	--															
SHEET NO.	1 of 1																	

Resolution No. 2018-45

**A RESOLUTION APPROVING THE WARRANTY DEED FROM
ROBERT A. RARICK AND JOYCE K. RARICK TO THE CITY OF
NORTH LIBERTY FOR THE ESTABLISHMENT OF RIGHT OF
WAY**

**BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF NORTH LIBERTY,
IOWA:**

WHEREAS, the City Council desires to create a right of way on property that is owned by Robert A. Rarick and Joyce K. Rarick;

WHEREAS, a deed from Robert A. Rarick and Joyce K. Rarick to the City of North Liberty has been prepared, copy of said deed is attached hereto and by this reference made a part hereof;

WHEREAS, said deed has been examined and is found to be in proper form; and

WHEREAS, the City of North Liberty agrees to purchase the property for the right-of-way and compensation for damage to the remainder of the property in the total amount of \$27,699.00.

NOW, THEREFORE, BE IT RESOLVED that that the attached Warranty Deed to establish right of way on property owned by Robert A. Rarick and Joyce K. Rarick, is authorized and approved.

BE IT FURTHER RESOLVED that the Mayor and City Clerk are hereby authorized to execute said agreement.

APPROVED AND ADOPTED this 3rd day of April, 2018.

CITY OF NORTH LIBERTY:

TERRY L. DONAHUE, MAYOR

ATTEST:

I, Tracey Mulcahey, City Clerk of the City of North Liberty, hereby certify that at a meeting of the City Council of said City, held on the above date, among other proceedings, the above was adopted.

TRACEY MULCAHEY, CITY CLERK