

**CITY OF CEDAR FALLS  
OWNER PURCHASE AGREEMENT**

PROPERTY ADDRESS: 1002 W. 1<sup>st</sup> St. COUNTY TAX PARCEL NO.8914-11-277-002  
PARCEL NO. 61  
PROJECT NO. STP-57-2(28)-2C-07  
PROJECT NAME: West 1<sup>st</sup> St. / IA 57 PCC Pavement Reconstruction

THIS AGREEMENT entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2018, by and between Independent School District of Cedar Falls, Seller, and the City of Cedar Falls, Iowa, Buyer.

The Seller agrees to sell and furnish to the Buyer a warranty deed, permanent utility easement and temporary easement agreements, furnished by the Buyer, and the Buyer agrees to purchase the following real estate, or interest in real estate, hereinafter referred to as the premises, described as follows: **See Attached Exhibits**

FEE Acquisition  
See attached

Temporary Easement  
See attached

and which include the following improvements of whatever type situated on the premises:

\_\_\_\_\_

1. The premises include the estates, rights, titles and interests, including easements, as are described herein. Seller consents to any change of grade of the street or highway which is adjacent to the premises, and accepts payment under this agreement for any and all damages arising therefrom. SELLER ACKNOWLEDGES full settlement and payment from the Buyer for all claims per the terms of this agreement and discharges the Buyer from liability because of this agreement and the construction of this public improvement project.
2. Possession of the premises is the essence of this agreement and the Buyer may enter and assume full use and enjoyment of the premises in accordance with the terms of this agreement. The Seller grants the Buyer the immediate right to enter the premises for the purpose of gathering survey and soil data. When Buyer has paid Seller the payment amount described in the following paragraph, and when Seller has executed and delivered a warranty deed/permanent easement agreement/ and/or temporary easement agreement(s) [strike inapplicable provisions], conveying title, or an interest in title, to the premises to Seller, as described in this agreement, Buyer shall then be entitled to immediate possession of the premises.
3. Buyer agrees to pay and SELLER AGREES to grant the right of possession, convey title, or an interest in title, as provided in this agreement, and to surrender physical possession of the premises as shown on or before the dates listed below.

Payment Amount	Agreed Performance	Date
\$ _____	on right of possession	_____
\$ _____	on conveyance of title	_____
\$ _____	on surrender of possession	_____
\$ 1.00	on possession and conveyance	<u>60 days after Buyer approval</u>
\$ 1.00	TOTAL LUMP SUM	

BREAKDOWN:      ac. = acres      sq. ft. = square feet

Land by Fee Title	<u>931</u> sq. ft.	\$ 0.00
Permanent Utility Easement	_____ sq. ft.	\$ _____
Temporary Easement	<u>1,577</u> sq. ft.	\$ 0.00
Miscellaneous/Other	<u>landscaping</u>	\$ 0.00
Buildings		\$ _____
Severance Damages		\$ _____

4. Seller also agrees to execute a Temporary Grading Easement for Construction, a copy of which is attached hereto. Any portion of the premises served by the above project shall be graded, shaped and seeded, if applicable, upon completion of the project by Buyer. The Temporary Construction Easement shall terminate upon completion of the project.
6. The Seller warrants that there are no tenants on the premises holding under lease except: UNKNOWN.
7. This agreement shall apply to and bind the legal successors in interest of the Seller, and the SELLER AGREES to pay all liens and assessments against the premises, including all taxes and special assessments payable until surrender of possession, as required by Section 427.2 of the Code of Iowa, and agrees to warrant good and sufficient title.

Names and address of lienholders are: \_\_\_\_\_

8. Each page and each attachment is by this reference made a part hereof and the entire agreement consists of 7 pages.
9. The Buyer may include mortgagees, lien holders, encumbrances and taxing authorities as payees on warrants as payment on the agreement. If this agreement involves a total taking, SELLER WILL furnish and deliver to the City of Cedar Falls, 220 Clay Street, Cedar Falls, IA 50613, an abstract of title to be updated, if requested by City. The abstract continued to date, or a title report obtained by the City if this agreement does not involve a total taking, must show merchantable title to the premises vested in Seller. Buyer agrees to pay the cost of any abstract continuation. SELLER AGREES to obtain court approval of this agreement, if requested by the Buyer, if title to the premises becomes an asset of any estate, trust, conservatorship or guardianship. Buyer agrees to pay court approval costs and all other costs necessary to transfer the premises to the Buyer, but not attorney fees. Claims for such transfer costs shall be paid in amounts supported by paid receipts or signed bills.
10. If the Seller holds title to the premises in joint tenancy with full rights of survivorship and not as tenants in common at the time of this agreement, Buyer will pay any remaining proceeds to the

survivor of that joint tenancy and will accept title solely from that survivor, provided the joint tenancy has not been destroyed by operation of law or acts of the Seller.

- 11. This written agreement and the attachments together constitute the entire agreement between the Buyer and the Seller and there is no agreement to do or not to do any act or deed except as specifically provided for herein. This agreement is subject to the approval of the Cedar Falls City Council.
- 12. The Seller shall have five years from the date of settlement to renegotiate construction or maintenance damages not apparent at the time of the signing of this agreement, as required by Section 6B.52 of the Code of Iowa.

**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.

**Independent School District of Cedar Falls**

Name/Title	Date	Name/Title	Date
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For an acknowledgment in a representative capacity:

State of \_\_\_\_\_ County of \_\_\_\_\_

This record was acknowledged before me on \_\_\_\_\_, 2018

by \_\_\_\_\_ Name(s) of individual(s)

as \_\_\_\_\_ (type of authority, such as officer or trustee)

of \_\_\_\_\_  
(name of party on behalf of whom record was executed).

\_\_\_\_\_  
Signature of notarial officer

\_\_\_\_\_  
Printed name of notarial officer

\_\_\_\_\_  
My commission expires



BUYER'S APPROVAL

By: \_\_\_\_\_  
James P. Brown, Mayor (date)

By: \_\_\_\_\_  
Jacqueline Danielsen, MMC (date)  
City Clerk

MUNICIPALITIES ACKNOWLEDGMENT

STATE OF IOWA, COUNTY OF BLACK HAWK, ss:

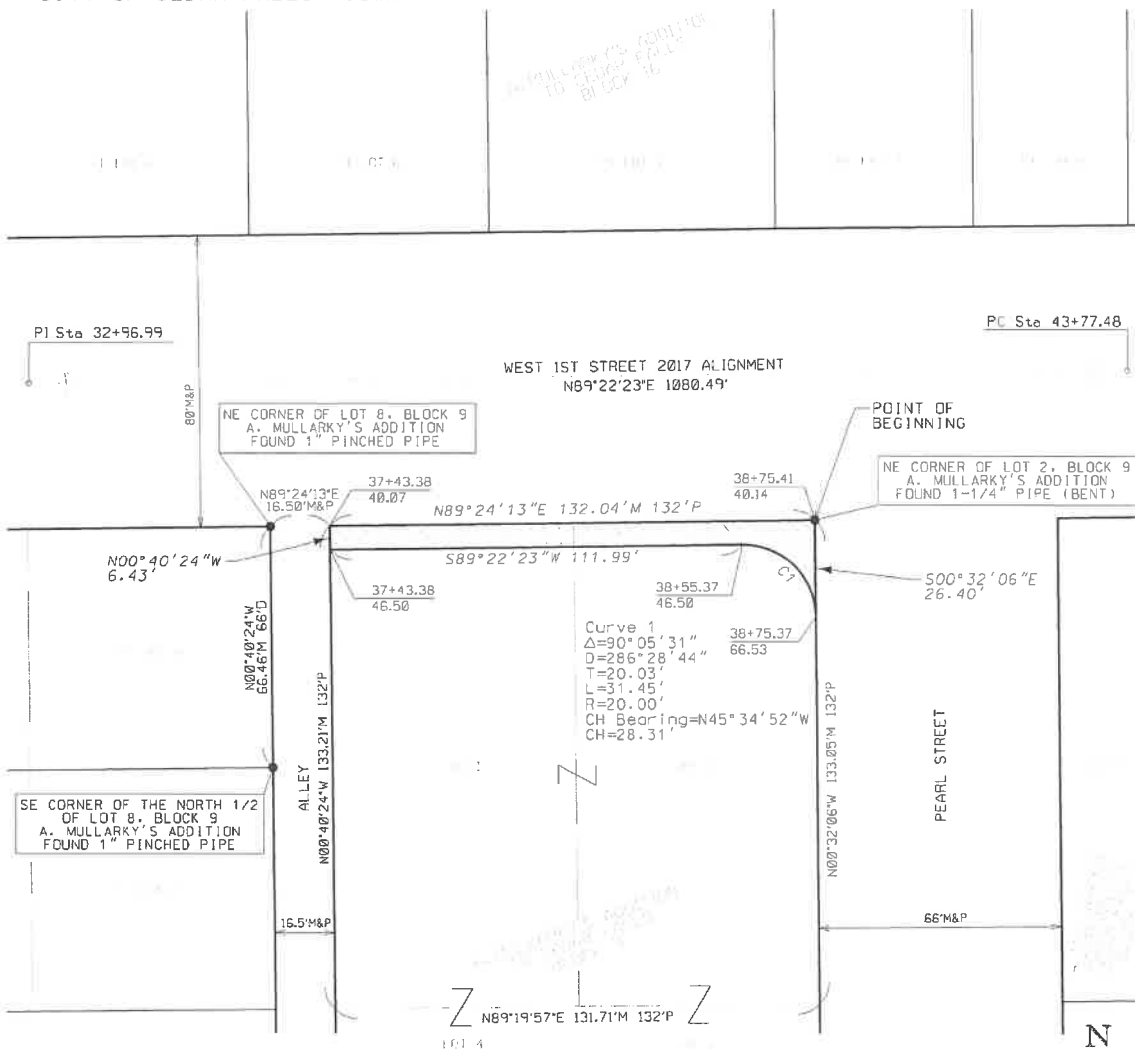
This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 2018, by James P. Brown, Mayor, and Jacqueline Danielsen, MMC, City Clerk, of the City of Cedar Falls, Iowa.

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

**IOWA DEPARTMENT OF TRANSPORTATION  
ACQUISITION PLAT  
EXHIBIT "A"**

COUNTY BLACK HAWK STATE CONTROL NO. \_\_\_\_\_  
 PROJECT NO. STP-57-2(28)-2C-07 PARCEL NO. 61  
 SECTION 11 TOWNSHIP 89 NORTH RANGE 14 WEST  
 ROW-FEE 931 S.F.  EASE \_\_\_\_\_ AC EXCESS-FEE \_\_\_\_\_ AC  
 ACCESS RIGHTS ACQUIRED - STA \_\_\_\_\_ STA \_\_\_\_\_ MAIN LINE \_\_\_\_\_ SIDE  
 ACCESS RIGHTS ACQUIRED - STA \_\_\_\_\_ STA \_\_\_\_\_ SIDE ROAD \_\_\_\_\_ SIDE  
 ACQUIRED FROM INDEPENDENT SCHOOL DISTRICT OF CEDAR FALLS

CITY OF CEDAR FALLS, IOWA



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

*Terry Coady*      2-18-2018  
 TERRY COADY      DATE:  
 License number 18643  
 My License Renewal Date is December 31, 2019  
 Pages covered by this seal: \_\_\_\_\_  
EXHIBIT "A" ONLY

DATE REVISED \_\_\_\_\_  
 DATE DRAWN JANUARY 29, 2018

SCALE 1" = 40'



- ▲ FOUND SECTION CORNER
  - FOUND RIGHT OF WAY RAIL
  - FOUND IDOT ALUM. CAP (UNLESS OTHERWISE NOTED)
- 0'    20'    40'

DESCRIPTION OF ATTACHED PLAT FOR PARCEL NO. 61

BLACK HAWK COUNTY

PROJECT NO. STP-57-2(28)—2C-07

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

A PART OF LOT 1 AND A PART OF LOT 2 OF, BLOCK 9, A. MULLARKY'S ADDITION TO CEDAR FALLS, AN OFFICIAL PLAT NOW INCLUDED IN AND FORMING A PART OF THE CITY OF CEDAR FALLS, BLACK HAWK COUNTY, IOWA AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 2 OF, BLOCK 9, A. MULLARKY'S ADDITION TO CEDAR FALLS; THENCE SOUTH 00°32'06" EAST ALONG THE EAST LINE OF SAID LOT 2, A DISTANCE OF 26.40 FEET; THENCE NORTHWESTERLY ALONG A CURVE CONCAVE SOUTHWESTERLY WHOSE RADIUS IS 20.00 FEET, WHOSE ARC LENGTH IS 31.45 FEET AND WHOSE CHORD BEARS NORTH 45°34'52" WEST, 28.31 FEET; THENCE SOUTH 89°22'23" WEST, 111.99 FEET TO THE WEST LINE OF SAID LOT 1; THENCE NORTH 00°40'24" WEST ALONG SAID WEST LINE, 6.43 FEET TO THE NORTHWEST CORNER OF SAID LOT 1; THENCE NORTH 89°24'13" EAST ALONG THE NORTH LINE OF SAID BLOCK 9, A DISTANCE OF 132.04 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.02 AC. (931 S.F.)

PROPERTY SUBJECT TO ANY AND ALL EASEMENTS OF RECORD.

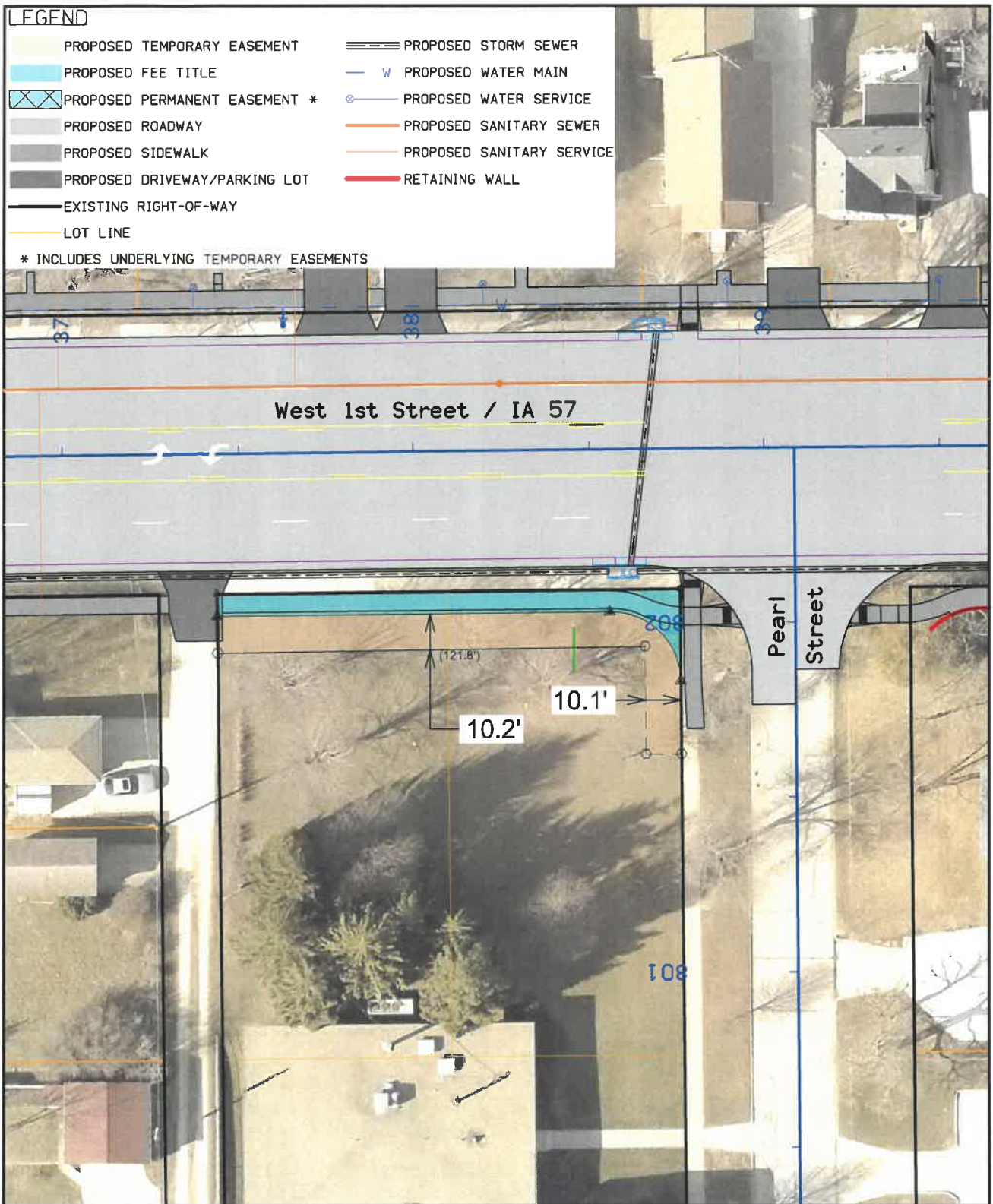
NOTE:

THE NORTH LINE OF BLOCK 9 OF A. MULLARKY'S ADDITION TO CEDAR FALLS ASSUMED TO BEAR NORTH 89°24'13" EAST.

**LEGEND**

- PROPOSED TEMPORARY EASEMENT
- PROPOSED FEE TITLE
- PROPOSED PERMANENT EASEMENT \*
- PROPOSED ROADWAY
- PROPOSED SIDEWALK
- PROPOSED DRIVEWAY/PARKING LOT
- EXISTING RIGHT-OF-WAY
- LOT LINE
- PROPOSED STORM SEWER
- W PROPOSED WATER MAIN
- PROPOSED WATER SERVICE
- PROPOSED SANITARY SEWER
- PROPOSED SANITARY SERVICE
- RETAINING WALL

\* INCLUDES UNDERLYING TEMPORARY EASEMENTS



PROJECT NAME: WEST 1ST STREET/IA 57 PCC PAVEMENT RECONSTRUCTION  
**PARCEL 61 - CITY OF CEDAR FALLS COMMUNITY SCHOOLS**

SCALE:  
1"= 40'

DATE:  
02/08/2018

PROJECT #:  
STP-57-2(28)-2G-07



#PLTDRVL\*  
#PENTBL\*  
#SHEETNAME

#FILEL\*  
#DATE\*  
#USER\*

Prepared by: Snyder and Associates – 2727 SW Snyder Blvd. P.O. Box 1159, Ankeny, IA 50023  
Return to: City of Cedar Falls, 220 Clay Street, Cedar Falls, IA 50613

### OWNER'S TEMPORARY GRADING EASEMENT FOR CONSTRUCTION

This instrument is made this \_\_\_\_\_ day of \_\_\_\_\_, 2018, by Independent School District of Cedar Falls, owner(s) (hereinafter referred to as GRANTOR(S)) of the following described property:

See Attached Exhibit

WHEREAS, the owner(s) in fee simple of the real property known and described as set out above is the GRANTOR(S), and

WHEREAS, the City of Cedar Falls (hereinafter referred to as GRANTEE) proposes to grade, shape and seed improvements upon a portion of the above real property owned by the GRANTOR(S), and

WHEREAS, the GRANTOR(S) has agreed to grant to the GRANTEE, a Temporary Grading Easement for Construction for the purpose of grading, shaping and seeding, if applicable, upon a portion of the real property of the GRANTOR(S), for consideration of \$1.00 and other valuable consideration duly paid and acknowledged. It is agreed the temporary easement granted herein shall terminate upon completion of the Project and final acceptance of public improvements by the City Council.

THEREFORE, for the above consideration, the GRANTOR(S) hereby grants unto the GRANTEE the Easement and rights described below:

See Attached Temporary Grading Easement for Construction Exhibit,

which Easement and rights shall be binding upon the GRANTOR(S).

GRANTEE agrees to restore the easement area in a timely manner including, but not limited to, the restoration of lawns by seeding, complete restoration of any driveways, fences or other structures modified as a requirement of the construction, upon completion of the construction or repairs.

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



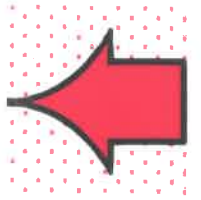
**Independent School District of Cedar Falls**

\_\_\_\_\_  
Name/Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name/Title

\_\_\_\_\_  
Date



For an acknowledgment in a representative capacity:

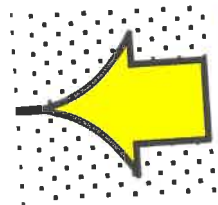
State of \_\_\_\_\_ County of \_\_\_\_\_

This record was acknowledged before me on \_\_\_\_\_, 2018

by \_\_\_\_\_ Name(s) of individual(s)

as \_\_\_\_\_ (type of authority, such as officer or trustee)

of \_\_\_\_\_  
(name of party on behalf of whom record was executed).



\_\_\_\_\_  
Signature of notarial officer

\_\_\_\_\_  
Printed name of notarial officer

\_\_\_\_\_  
My commission expires

ACCEPTANCE OF EASEMENT

The City of Cedar Falls, Iowa ("Grantee"), does hereby accept and approve the foregoing Easement.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

CITY OF CEDAR FALLS, IOWA

\_\_\_\_\_  
James P. Brown, Mayor

ATTEST

\_\_\_\_\_  
Jacqueline Danielsen, MMC  
City Clerk

STATE OF IOWA                    )  
  ) ss.  
COUNTY OF BLACK HAWK    )

This instrument was acknowledged before me on \_\_\_\_\_, 2018, by James P. Brown, Mayor, and Jacqueline Danielsen, MMC, City Clerk, of the City of Cedar Falls, Iowa.

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

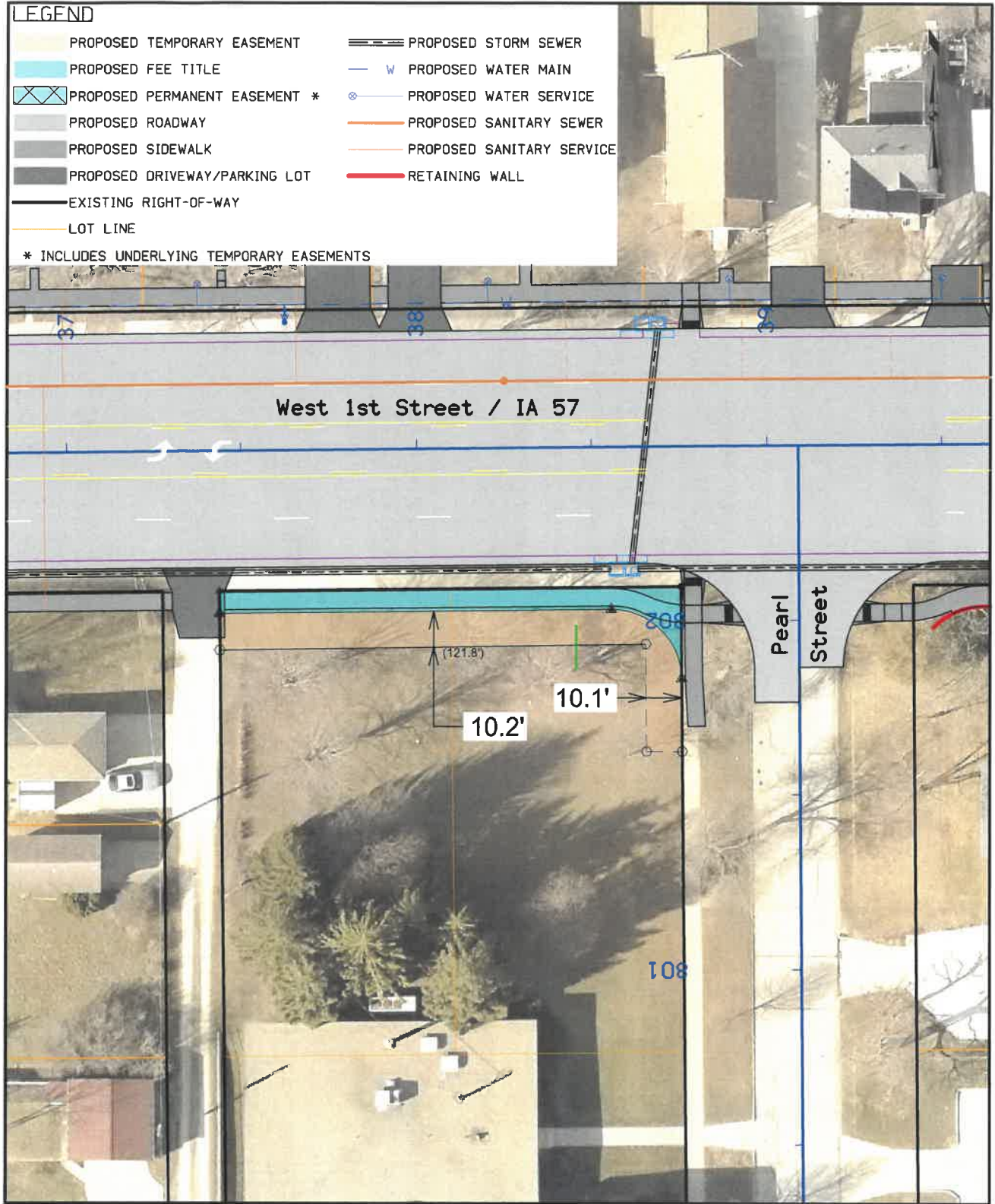
My Commission Expires:

\_\_\_\_\_

**LEGEND**

- PROPOSED TEMPORARY EASEMENT
- PROPOSED FEE TITLE
- PROPOSED PERMANENT EASEMENT \*
- PROPOSED ROADWAY
- PROPOSED SIDEWALK
- PROPOSED DRIVEWAY/PARKING LOT
- EXISTING RIGHT-OF-WAY
- LOT LINE
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- PROPOSED WATER SERVICE
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- PROPOSED SANITARY SERVICE
- RETAINING WALL

\* INCLUDES UNDERLYING TEMPORARY EASEMENTS



PROJECT NAME: WEST 1ST STREET/IA 57 PCC PAVEMENT RECONSTRUCTION

**PARCEL 61 - CITY OF CEDAR FALLS COMMUNITY SCHOOLS**

SCALE:  
1" = 40'

DATE:  
02/08/2018

PROJECT #:  
STP-57-2(28)--2G-07



#PLTDRVL#  
#PENTBL#  
#SHEETNAME#

#FILE#  
#DATE#  
#USER#



**WARRANTY DEED**  
THE IOWA STATE BAR ASSOCIATION  
Official Form No. 101  
**Recorder's Cover Sheet**

**Preparer Information:** Kevin Rogers, City Attorney, 220 Clay Street, Cedar Falls, IA 50613,  
Phone: (319) 243-2713

**Taxpayer Information:** Independent School District of Cedar Falls -1002 W. 1<sup>st</sup> St. Cedar Falls, IA  
50613

**Return Document To:** City Clerk, City of Cedar Falls, 220 Clay Street, Cedar Falls, IA 50613

**Grantors:**  
Independent School District of Cedar Falls

**Grantees:**  
State of Iowa

**Legal description:** See Page 2

**Document or instrument number of previously recorded documents:**



# WARRANTY DEED

For the consideration of \_\_\_\_\_ One \_\_\_\_\_ Dollar(s)  
and other valuable consideration, Independent School District of Cedar Falls, does hereby Convey to  
State of Iowa

\_\_\_\_\_ the following described real estate in  
Black Hawk County, Iowa:

### See Attached Exhibit

This deed is exempt according to Iowa Code 428A.2(21).

Grantors do Hereby Covenant with grantees, and successors in interest, that grantors hold the real estate by title in fee simple; that they have good and lawful authority to sell and Convey the real estate; that the real estate is free and clear of all liens and encumbrances except as may be above stated; and 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 on \_\_\_\_\_.

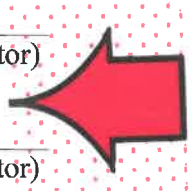
### Independent School District of Cedar Falls

\_\_\_\_\_  
Name/Title (Grantor)

\_\_\_\_\_  
Name/Title (Grantor)

\_\_\_\_\_  
(Grantor)

\_\_\_\_\_  
(Grantor)

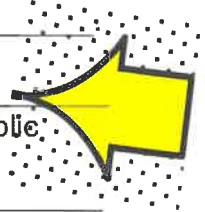


STATE OF \_\_\_\_\_, COUNTY OF \_\_\_\_\_

This record was acknowledged before me on \_\_\_\_\_, by

\_\_\_\_\_

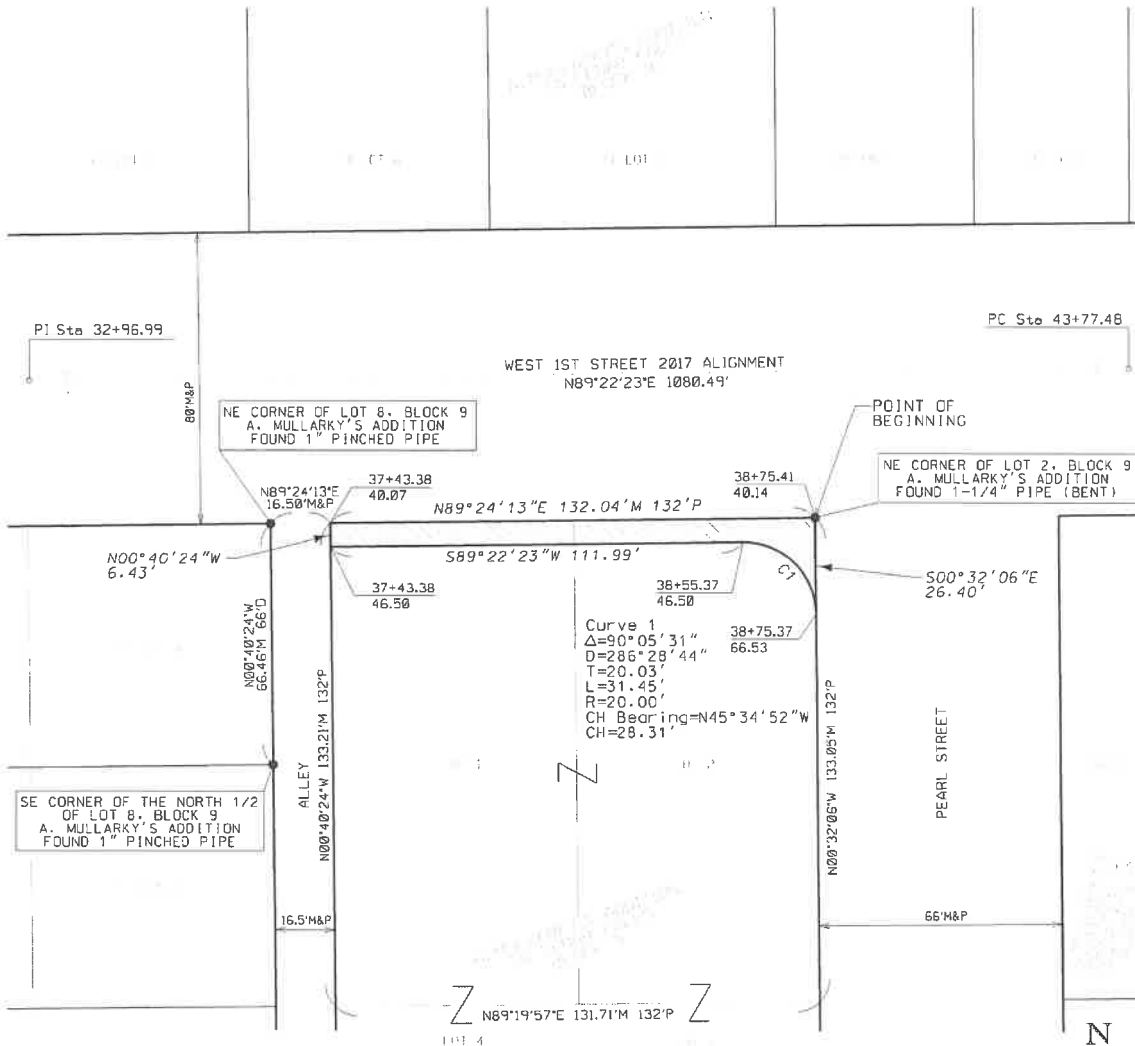
Signature of Notary Public



**IOWA DEPARTMENT OF TRANSPORTATION  
ACQUISITION PLAT  
EXHIBIT "A"**

COUNTY BLACK HAWK STATE CONTROL NO. \_\_\_\_\_  
 PROJECT NO. STP-57-2(28)-2C-07 PARCEL NO. 61  
 SECTION 11 TOWNSHIP 89 NORTH RANGE 14 WEST  
 ROW-FEE 931 S.F.  EASE \_\_\_\_\_ AC EXCESS-FEE \_\_\_\_\_ AC  
 ACCESS RIGHTS ACQUIRED - STA \_\_\_\_\_ STA \_\_\_\_\_ MAIN LINE \_\_\_\_\_ SIDE  
 ACCESS RIGHTS ACQUIRED - STA \_\_\_\_\_ STA \_\_\_\_\_ SIDE ROAD \_\_\_\_\_ SIDE  
 ACQUIRED FROM INDEPENDENT SCHOOL DISTRICT OF CEDAR FALLS

CITY OF CEDAR FALLS, IOWA



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

*Terry Coady*      2-18-2018  
 TERRY COADY      DATE:  
 License number 18643  
 My License Renewal Date is December 31, 2019  
 Pages covered by this seal: \_\_\_\_\_  
 EXHIBIT "A" ONLY



- ▲ FOUND SECTION CORNER
  - FOUND RIGHT OF WAY RAIL
  - FOUND 100T ALUM. CAP (UNLESS OTHERWISE NOTED)
- 0'    20'    40'

DATE REVISED \_\_\_\_\_  
 DATE DRAWN JANUARY 29, 2018      SCALE 1" = 40'

DESCRIPTION OF ATTACHED PLAT FOR PARCEL NO. 61

BLACK HAWK COUNTY

PROJECT NO. STP-57-2(28)—2C-07

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

A PART OF LOT 1 AND A PART OF LOT 2 OF, BLOCK 9, A. MULLARKY'S ADDITION TO CEDAR FALLS, AN OFFICIAL PLAT NOW INCLUDED IN AND FORMING A PART OF THE CITY OF CEDAR FALLS, BLACK HAWK COUNTY, IOWA AND DESCRIBED AS FOLLOWS:

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PROPERTY SUBJECT TO ANY AND ALL EASEMENTS OF RECORD.

NOTE:

THE NORTH LINE OF BLOCK 9 OF A. MULLARKY'S ADDITION TO CEDAR FALLS ASSUMED TO BEAR NORTH 89°24'13" EAST.

**REAL ESTATE TRANSFER - GROUNDWATER HAZARD STATEMENT  
TO BE COMPLETED BY TRANSFEROR**

**TRANSFEROR:**

Name	Independent School District of Cedar Falls			
Address	1002 W. 1 <sup>st</sup> St.	Cedar Falls	IA	50613
	<small>Number and Street or RR</small>	<small>City, Town or P.O.</small>	<small>State</small>	<small>Zip</small>

**TRANSFeree:**

Name	City of Cedar Falls			
Address	220 Clay St.	Cedar Falls	IA	50613
	<small>Number and Street or RR</small>	<small>City, Town or P.O.</small>	<small>State</small>	<small>Zip</small>

**ADDRESS OF PROPERTY TRANSFERRED:**

	1002 W. 1 <sup>st</sup> St.	Cedar Falls	IA	50613
	<small>Number and Street or RR</small>	<small>City, Town or P.O.</small>	<small>State</small>	<small>Zip</small>

**LEGAL DESCRIPTION OF PROPERTY:**

SEE ATTACHED ACQUISITION EXHIBIT

**1. Wells (check one)**

There are no known wells situated on this property.

There is a well or wells situated on this property. The type(s), location(s) and legal status are stated below or set forth on an attached separate sheet, as necessary.

**2. Solid Waste Disposal (check one)**

There is no known solid waste disposal site on this property.

There is a solid waste disposal site on this property and information related thereto is provided in Attachment #1, attached to this document.

**3. Hazardous Wastes (check one)**

There is no known hazardous waste on this property.

There is hazardous waste on this property and information related thereto is provided in Attachment #1, attached to this document.

**4. Underground Storage Tanks (check one)**

There are no known underground storage tanks on this property. (Note exclusions such as small farm and residential motor fuel tanks, most heating oil tanks, cisterns and septic tanks, in instructions.)

There is an underground storage tank on this property. The type(s), size(s) and any known substance(s) contained are listed below or on an attached separate sheet, as necessary.



**5. Private Burial Site (check one)**

There are no known private burial sites on this property.

There is a private burial site on this property. The location(s) of the site(s) and known identifying information of the decedent(s) is stated below or on an attached separate sheet, as necessary.

**6. Private Sewage Disposal System (check one)**

All buildings on this property are served by a public or semi-public sewage disposal system.

This transaction does not involve the transfer of any building which has or is required by law to have a sewage disposal system.

There is a building served by private sewage disposal system on this property or a building without any lawful sewage disposal system. A certified inspector's report is attached which documents the condition of the private sewage disposal system and whether any modifications are required to conform to standards adopted by the Department of Natural Resources. A certified inspection report must be accompanied by this form when recording.

There is a building served by private sewage disposal system on this property. Weather or other temporary physical conditions prevent the certified inspection of the private sewage disposal system from being conducted. The buyer has executed a binding acknowledgment with the county board of health to conduct a certified inspection of the private sewage disposal system at the earliest practicable time and to be responsible for any required modifications to the private sewage disposal system as identified by the certified inspection. A copy of the binding acknowledgment is attached to this form.

There is a building served by private sewage disposal system on this property. The buyer has executed a binding acknowledgment with the county board of health to install a new private sewage disposal system on this property within an agreed upon time period. A copy of the binding acknowledgment is provided with this form.

There is a building served by private sewage disposal system on this property. The building to which the sewage disposal system is connected will be demolished without being occupied. The buyer has executed a binding acknowledgment with the county board of health to demolish the building within an agreed upon time period. A copy of the binding acknowledgment is provided with this form. [Exemption #9]

This property is exempt from the private sewage disposal inspection requirements pursuant to the following exemption [Note: for exemption #9 use prior check box]:

\_\_\_\_\_  
 The private sewage disposal system has been installed within the past two years pursuant to permit number \_\_\_\_\_.

**Information required by statements checked above should be provided here or on separate sheets attached hereto:**

**I HEREBY DECLARE THAT I HAVE REVIEWED THE INSTRUCTIONS FOR THIS FORM AND THAT THE INFORMATION STATED ABOVE IS TRUE AND CORRECT.**

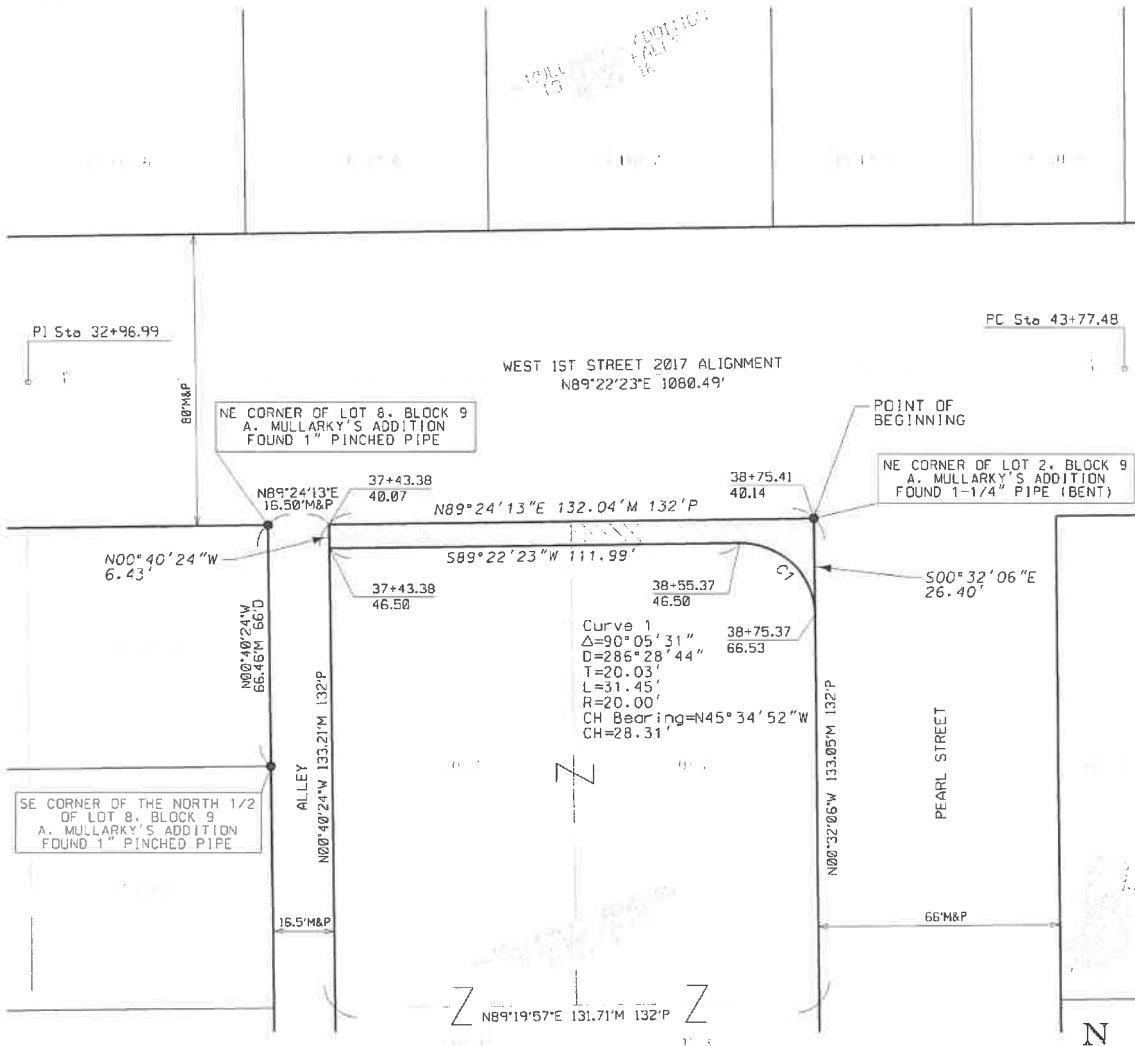


Signature: \_\_\_\_\_ Telephone No.: \_\_\_\_\_  
(Transferor or Agent)

**IOWA DEPARTMENT OF TRANSPORTATION**  
**ACQUISITION PLAT**  
**EXHIBIT "A"**

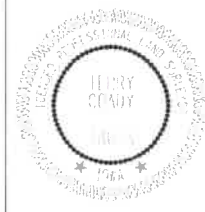
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 ACQUIRED FROM INDEPENDENT SCHOOL DISTRICT OF CEDAR FALLS

CITY OF CEDAR FALLS, IOWA

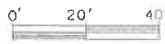


I hereby certify that this land surveying document was prepared and the related survey work was performed by me or under my direct personal supervision and that I am a duly licensed Professional Land Surveyor under the laws of the State of Iowa.

*Terry Coady*      2-18-2018  
 \_\_\_\_\_ DATE:  
 License number 18643  
 My License Renewal Date is December 31, 2019  
 Pages covered by this seal: \_\_\_\_\_  
EXHIBIT "A" ONLY



- ▲ FOUND SECTION CORNER
- FOUND RIGHT OF WAY RAIL
- FOUND 1DOT ALUM. CAP (UNLESS OTHERWISE NOTED)



DATE REVISED \_\_\_\_\_  
 DATE DRAWN JANUARY 29, 2018 SCALE 1" = 40'

DESCRIPTION OF ATTACHED PLAT FOR PARCEL NO. 61

BLACK HAWK COUNTY

PROJECT NO. STP-57-2(28)—2C-07

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

A PART OF LOT 1 AND A PART OF LOT 2 OF, BLOCK 9, A. MULLARKY'S ADDITION TO CEDAR FALLS, AN OFFICIAL PLAT NOW INCLUDED IN AND FORMING A PART OF THE CITY OF CEDAR FALLS, BLACK HAWK COUNTY, IOWA AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 2 OF, BLOCK 9, A. MULLARKY'S ADDITION TO CEDAR FALLS; THENCE SOUTH  $00^{\circ}32'06''$  EAST ALONG THE EAST LINE OF SAID LOT 2, A DISTANCE OF 26.40 FEET; THENCE NORTHWESTERLY ALONG A CURVE CONCAVE SOUTHWESTERLY WHOSE RADIUS IS 20.00 FEET, WHOSE ARC LENGTH IS 31.45 FEET AND WHOSE CHORD BEARS NORTH  $45^{\circ}34'52''$  WEST, 28.31 FEET; THENCE SOUTH  $89^{\circ}22'23''$  WEST, 111.99 FEET TO THE WEST LINE OF SAID LOT 1; THENCE NORTH  $00^{\circ}40'24''$  WEST ALONG SAID WEST LINE, 6.43 FEET TO THE NORTHWEST CORNER OF SAID LOT 1; THENCE NORTH  $89^{\circ}24'13''$  EAST ALONG THE NORTH LINE OF SAID BLOCK 9, A DISTANCE OF 132.04 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.02 AC. (931 S.F.)

PROPERTY SUBJECT TO ANY AND ALL EASEMENTS OF RECORD.

NOTE:

THE NORTH LINE OF BLOCK 9 OF A. MULLARKY'S ADDITION TO CEDAR FALLS ASSUMED TO BEAR NORTH  $89^{\circ}24'13''$  EAST.