

**January 19, 2015**

**To: Mayor Bemrich and City Council**  
**From: David Fierke, City Manager**  
**Subject: Acquisition of Right-of-way  
East Region Storm Sewer Project  
Phase 2**



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**ACTION: For Vote Monday, January 26, 2015**

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**Brief History**

The plans and specifications for Phase 2 of the East Region Storm Sewer Project have been completed by Snyder and Associates.

**Analysis of Issue**

ROW will be needed in order to complete the project.

**Budget Impact**

The following have been negotiated with the property owners:

BFS Retail and Commercial Operations LLC, 304 S 25<sup>th</sup> Street  
1875 s.f. temporary construction easement, \$300.00

Robert Reid, 208 South 25<sup>th</sup> Street  
500 s.f. permanent ingress/egress easement, \$390.00  
46,165 s.f. temporary construction easement, \$7,386.40

New Coop, 2626 1<sup>st</sup> Ave South  
525 s.f. fee acquisition, \$824.25  
10,410 s.f. temporary construction easement, \$1,665.60

**Strategic Plan Impact**

Policy D.4.2: Advanced planning for all infrastructure facilities shall be supported and routinely updated. Facilities benefited by advanced planning shall include, at minimum, schools, health care, residential areas, roads, water, sewer, storm water management, parks, recreation, and greenways.

**Existing Plan Impact**

Consistent with Capital Improvement Plan and Envision 2030 Plan.

**Subcommittee or Commission Review / Recommendation**

None

**Staff Conclusions / Recommendations**

Staff recommends the approval of the above-listed interests in real estate needed for this project.

**Alternatives**

The only alternative would be to not acquire the right-of-way and delay the project, but it is not recommended.

**Implementation and Accountability**

If approved, the easement documents will be signed with the affected property owners.

Signed

  
\_\_\_\_\_  
Vickie L. Reeck,  
Community Development Manager

Approved

\_\_\_\_\_  
David R. Fierke, City Manager

**RESOLUTION NO. \_\_\_\_\_**

**RESOLUTION APPROVING THE ACQUISITION OF INTERESTS IN REAL PROPERTY FOR PHASE 2 OF THE EAST REGION STORM SEWER PROJECT**

WHEREAS, plans and specifications for Phase 2 of the East Region Storm Sewer Project have been prepared by Snyder and Associates; and,

WHEREAS, the acquisition of interests in real property are needed in order to complete the project; and,

WHEREAS, the following have been negotiated with the property owners:

BFS Retail and Commercial Operations LLC, 304 S 25<sup>th</sup> Street  
1875 s.f. temporary construction easement, \$300.00

Robert Reid, 208 South 25<sup>th</sup> Street  
500 s.f. permanent ingress/egress easement, \$390.00  
46,165 s.f. temporary construction easement, \$7,386.40

New Coop, 2626 1<sup>st</sup> Ave South  
525 s.f. fee acquisition, \$824.25  
10,410 s.f. temporary construction easement, \$1,665.60

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Fort Dodge, Iowa, hereby approve the acquisition of the above-referenced interests in real estate needed for this project.

Passed this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

Ayes: \_\_\_\_\_  
Nays: \_\_\_\_\_  
Other: \_\_\_\_\_

CITY OF FORT DODGE, IOWA

By: \_\_\_\_\_  
Matt Bemrich, Mayor

ATTEST:

\_\_\_\_\_  
Jeff Nemmers, City Clerk

## TEMPORARY CONSTRUCTION EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

For and in consideration of the sum of One and no/100----- Dollars (\$1.00 ), and other valuable consideration, in hand paid by the CITY OF FORT DODGE, IOWA, an Iowa Municipal Corporation, receipt of which is hereby acknowledged, the undersigned titleholders, BFS Retail & Commercial Operations LLC (Grantors), heirs and assigns, do hereby grant to the CITY OF FORT DODGE, IOWA (Grantee), its successors or assigns, the right to lay, construct, maintain, operate, repair and remove public utility equipment and other necessary equipment incident thereto (including associated surface or wall mounted equipment) through, upon, over, along and across certain property described below, together with ingress and egress to and from the same, and the right to trim or remove, with reasonable care, such trees as may interfere with the proper maintenance or operation thereof, and all the rights and privileges incident and necessary to the enjoyment of this grant. Grantors agree not to perform any construction that would change the existing grade or that would interfere with the operation and maintenance of said utilities.

In consideration of such grant, the CITY OF FORT DODGE, IOWA agrees that it will repair or pay for any damage which may be caused to real and personal property of the undersigned by the construction, maintenance, operation or removal of said utilities, except such property placed subsequent to the grant of this easement that interferes with the operation and maintenance of the utilities and associated equipment.

Additionally, the CITY OF FORT DODGE, IOWA shall have the right to remove from the land specifically described below, any obstructions; including trees, plants, undergrowth, buildings, and structures that interfere with the proper operation and maintenance of said line and equipment.

Grantors agree that they will not construct or place any permanent buildings, structures, trees, plants, or other objects on the property described below:

### TEMPORARY CONSTRUCTION EASEMENT DESCRIPTION:

A PART OF LOTS 12 AND 13 OF THE SOUTHWEST ¼ OF THE SOUTHWEST ¼ OF THE COUNTY AUDITOR'S SUBDIVISION OF NW ¼-SW ¼, NE ¼-SW ¼, SE ¼-SW ¼ AND SW ¼-SW ¼ OF SECTION 21, TOWNSHIP 89 NORTH, RANGE 28 WEST OF THE 5TH P.M., AN OFFICIAL PLAT, NOW INCLUDED IN AND FORMING A PART OF THE CITY OF FORT DODGE, WEBSTER COUNTY, IOWA AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 13; THENCE SOUTH 00° 05' 21" EAST ALONG THE WEST RIGHT-OF-WAY LINE OF SOUTH 25TH STREET, 125.00 FEET; THENCE SOUTH 89° 53' 25" WEST, 15.00 FEET; THENCE NORTH 00° 05' 21" WEST, 125.00 FEET TO THE NORTH LINE OF SAID LOT 13; THENCE NORTH 89° 53' 25" EAST ALONG SAID NORTH LINE, 15.00 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.04 ACRES (1,875 S.F.).

PROPERTY SUBJECT TO ANY AND ALL EASEMENTS OF RECORD.

together with the right of ingress and egress over the adjacent lands of the GRANTOR, its successors and assigns, for the purpose of this easement.

The GRANTEE agrees that any and all disturbance to the surface of the lands or structures of the GRANTOR will be promptly repaired to the extent possible, where such disturbance takes place at any time as may be occasioned by subsequent repairs or maintenance.

The GRANTOR hereby covenants with the said GRANTEE that the GRANTOR is lawfully seized of said premises; that the GRANTOR has good and lawful authority to sell and convey the same, and the GRANTOR does hereby covenant to warrant and defend the said premises against the lawful claims of all persons whomsoever, and the said GRANTOR hereby relinquishes right of dower in and to the premises herein before the conveyed.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, A.D. 2014.

BFS RETAIL & COMMERCIAL OPERATIONS LLC

\_\_\_\_\_  
By:

STATE OF \_\_\_\_\_, \_\_\_\_\_ COUNTY, ss:

On this \_\_\_\_\_ day of \_\_\_\_\_, 2014 before me, the undersigned, a Notary Public in and for said State, personally appeared \_\_\_\_\_ to me personally known, who being by me duly sworn, did say that he is the \_\_\_\_\_ of said corporation; that no seal has been procured by the said corporation; that said instrument was signed on behalf of said corporation by authority of its Board of Directors; and that the said \_\_\_\_\_, as such officer, acknowledged the execution of said instrument to be the voluntary act and deed of said corporation, by it and by him voluntarily executed.

\_\_\_\_\_  
Notary Public in and for said County and State

Prepared By: Vickie Reeck, City of Fort Dodge, Iowa, 819 1<sup>st</sup> Avenue South, Fort Dodge, IA 50501; (515) 576-8191  
Return to: City of Fort Dodge, Attn: Vickie Reeck, 819 1<sup>st</sup> Avenue South, Fort Dodge, IA 50501

**PERMANENT INGRESS/EGRESS EASEMENT**

KNOW ALL MEN BY THESE PRESENTS:

That Robert M. Reid and Barbara J. Reid, husband and wife, hereinafter referred to as the GRANTOR, in consideration of the sum of Three Hundred Ninety and no/100---- Dollars (\$390.00), and other valuable consideration paid by The City of Fort Dodge, 819 1<sup>st</sup> Ave. S., Fort Dodge, IA 50501 of Webster County, State of Iowa, hereinafter referred to as GRANTEE, does hereby grant, sell, transfer and convey unto the GRANTEE, its successors and assigns, a permanent easement for public right-of-way purposes over and across the land of the GRANTOR situated in Webster County, State of Iowa, said EASEMENT.

The permanent Ingress/Egress easement is described as follows:

A PART OF LOT 14 OF THE SOUTHWEST ¼ OF THE SOUTHWEST ¼ OF THE COUNTY AUDITOR'S SUBDIVISION OF NW 1/4-SW 1/4, NE 1/4-SW 1/4, SE 1/4-SW 1/4 AND SW 1/4-SW 1/4 OF SECTION 21, TOWNSHIP 89 NORTH, RANGE 28 WEST OF THE 5TH P.M., AN OFFICIAL PLAT, NOW INCLUDED IN AND FORMING A PART OF THE CITY OF FORT DODGE, WEBSTER COUNTY, IOWA AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID LOT 14 AND BEING ON THE WEST RIGHT-OF-WAY LINE OF SOUTH 25TH STREET; THENCE NORTH 00° 05' 21" WEST ALONG THE WEST RIGHT-OF-WAY LINE OF SAID SOUTH 25TH STREET, A DISTANCE OF 65.00 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 89° 53' 49" WEST, 25.00 FEET; THENCE NORTH 00° 05' 21" WEST, 20.00 FEET; THENCE NORTH 89° 53' 49" EAST, 25.00 FEET TO SAID WEST RIGHT-OF-WAY LINE OF SOUTH 25TH STREET; THENCE SOUTH 00° 05' 21" EAST ALONG SAID WEST RIGHT-OF-WAY LINE, 20.00 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.01 ACRES (500 S.F.)

PROPERTY SUBJECT TO ANY AND ALL EASEMENTS OF RECORD.

See Attached "Easement Plat"

together with the right of ingress and egress over the adjacent lands of the GRANTOR, its successors and assigns, for the purpose of this easement.

The GRANTEE agrees that any and all disturbance to the surface of the lands or drain tile systems of the GRANTOR will be promptly repaired to the extent possible, including compensation for crop damages (if any), where such disturbance takes place at any time as may be occasioned by subsequent repairs or maintenance.

The GRANTOR hereby covenants with the said GRANTEE that the GRANTOR is lawfully seized of said premises; that they are free from encumbrance; that the GRANTOR has good and lawful authority to sell and convey the same, and the GRANTOR does hereby covenant to warrant and defend the said premises against the lawful claims of all persons whomsoever, and the said GRANTOR hereby relinquishes right of dower in and to the premises herein before the conveyed.

Signed this \_\_\_ day of \_\_\_\_\_, A.D. 2015.

\_\_\_\_\_  
Robert M. Reid

\_\_\_\_\_  
Barbara J. Reid

STATE OF Iowa, Webster COUNTY, ss:

On this \_\_\_\_\_ day of \_\_\_\_\_, 2015, before me, the undersigned, a Notary Public in and for said State, personally appeared Robert M. Reid and Barbara J. Reid, husband and wife to me known to be the identical persons named in and who executed the foregoing instrument and acknowledged that they executed the same as their voluntary act and deed.

\_\_\_\_\_  
Notary Public

PREPARED BY: TERRY COADY, SNYDER & ASSOCIATES, INC., 2727 SW SNYDER BLVD, ANKENY, IA 50023 (515)964-2020

RETURN TO: TERRY COADY, SNYDER & ASSOCIATES, INC., 2727 SW SNYDER BLVD, ANKENY, IA 50023 (515)964-2020

## EASEMENT PLAT

### INGRESS/EGRESS EASEMENT DESCRIPTION:

A PART OF LOT 14 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF THE COUNTY AUDITOR'S SUBDIVISION OF NW1/4-SW1/4, NE1/4-SW1/4, SE1/4-SW1/4 AND SW1/4-SW1/4 OF SECTION 21, TOWNSHIP 89 NORTH, RANGE 28 WEST OF THE 5TH P.M., AN OFFICIAL PLAT, NOW INCLUDED IN AND FORMING A PART OF THE CITY OF FORT DODGE, WEBSTER COUNTY, IOWA AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID LOT 14 AND BEING ON THE WEST RIGHT-OF-WAY LINE OF SOUTH 25TH STREET; THENCE NORTH 00° 05' 21" WEST ALONG THE WEST RIGHT-OF-WAY LINE OF SAID SOUTH 25TH STREET, A DISTANCE OF 65.00 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 89° 53' 49" WEST, 25.00 FEET; THENCE NORTH 00° 05' 21" WEST, 20.00 FEET; THENCE NORTH 89° 53' 49" EAST, 25.00 FEET TO THE WEST RIGHT-OF-WAY LINE OF SAID SOUTH 25TH STREET; THENCE SOUTH 00° 05' 21" EAST ALONG SAID WEST RIGHT-OF-WAY LINE, 20.00 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.01 ACRES (500 S.F.).

PROPERTY SUBJECT TO ANY AND ALL EASEMENTS OF RECORD.

### BASIS OF BEARING

THE EAST LINE OF LOT 14, COUNTY AUDITOR'S SUBDIVISION OF THE SW1/4 OF THE SW1/4 OF SECTION 21-89-20 IS ASSUMED TO BEAR S 00° 05' 21" E

### DATE OF SURVEY

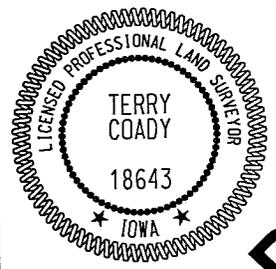
11-28-12

### OWNER

ROBERT M. REID

### LEGEND

Survey	Found	Set
Section Corner	▲	△
1/2" Rebar, Yellow Cap # 18643 (Unless Otherwise Noted)	●	○
ROW Marker	■	□
ROW Rail	H	H
Control Point	⊙ CP	
Bench Mark	⊕	
Platted Distance	P	
Measured Bearing & Distance	M	
Recorded As	R	
Deed Distance	D	
Calculated Distance	C	
Minimum Protection Elevation	MPE	
Centerline	-----	
Section Line	_____	
1/4 Section Line	_____	
1/4 1/4 Section Line	_____	
Easement Line	_____	

	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, PLS	Date
	License Number 18643	
	My License Renewal Date is December 31, 2015	
	____ sheets covered by this seal:	
	____ Sheets 1 and 2 of 2	

**DRAFT**

**FORT DODGE EAST REGION PUBLIC IMPROVEMENTS PHASE 2**

SHEET 1 OF 2

**PARCEL 15 - ROBERT M. REID**

PN: 1120558

PM: TLC



**SNYDER & ASSOCIATES, INC.**  
Engineers and Planners

2727 S.W. SNYDER BLVD.  
ANKENY, IA 50023 (515) 964-2020

DATE: 9/22/14

TECH: KRG

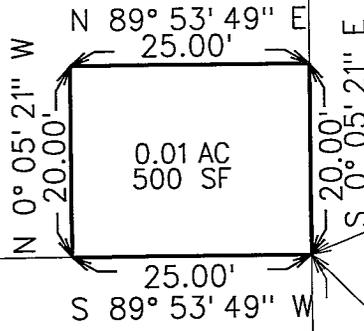
# EASEMENT PLAT

Fnd 5/8" Rebar  
OPC #19828

PT LOT 15

County Auditor's  
Subdivision Of  
NW1/4-SW1/4, NE1/4-SW1/4, SE1/4-SW1/4  
AND SW1/4-SW1/4  
Section 21-89-28

PT LOT 14



S 0° 05' 21" E 449.97'M 450.00'R

S 0° 05' 21" E

S 89° 53' 49" W

Point Of Beginning

SW1/4 of the SW1/4

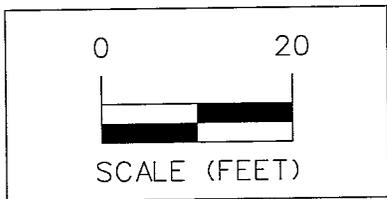
PT LOT 14

SE Corner Lot 14

N 0° 05' 21" W 65.00'M&R

S 0° 05' 21" E 684.03'M 683.97'R

S 25TH STREET  
66.00' R.O.W.



LOT 13

Fnd 5/8" Rebar  
OPC #17929

**FORT DODGE EAST REGION PUBLIC IMPROVEMENTS PHASE 2**

**PARCEL 15 - ROBERT M. REID**



**SNYDER & ASSOCIATES, INC.**  
Engineers and Planners

2727 S.W. SNYDER BLVD.  
ANKENY, IA 50023 (515) 964-2020

SHEET 2 OF 2

PN: 1120558

PM: TLC

DATE: 9/22/14

TECH: KRG

Prepared By: Vickie Reeck, Dept. of Business Affairs & Community Growth, 819 1<sup>st</sup> Ave S, Fort Dodge, IA 50501 515-573-8321  
Return to: The City of Fort Dodge, Dept. of Business Affairs, 819 1<sup>st</sup> Ave. S., Fort Dodge, IA 50501

## **TEMPORARY CONSTRUCTION EASEMENT**

KNOW ALL MEN BY THESE PRESENTS:

For and in consideration of the sum of Seven thousand three hundred eighty-six and 40/100 Dollars (\$7,386.40 ), and other valuable consideration, in hand paid by the CITY OF FORT DODGE, IOWA, an Iowa Municipal Corporation, receipt of which is hereby acknowledged, the undersigned titleholders, Robert M. Reid and Barbara J. Reid, husband and wife (Grantors), heirs and assigns, do hereby grant to the CITY OF FORT DODGE, IOWA (Grantee), its successors or assigns, the right to lay, construct, maintain, operate, repair and remove public utility equipment and other necessary equipment incident thereto (including associated surface or wall mounted equipment) through, upon, over, along and across certain property described below, together with ingress and egress to and from the same, and the right to trim or remove, with reasonable care, such trees as may interfere with the proper maintenance or operation thereof, and all the rights and privileges incident and necessary to the enjoyment of this grant. Grantors agree not to perform any construction that would change the existing grade or that would interfere with the operation and maintenance of said utilities.

In consideration of such grant, the CITY OF FORT DODGE, IOWA agrees that it will repair or pay for any damage which may be caused to real and personal property of the undersigned by the construction, maintenance, operation or removal of said utilities, except such property placed subsequent to the grant of this easement that interferes with the operation and maintenance of the utilities and associated equipment.

Additionally, the CITY OF FORT DODGE, IOWA shall have the right to remove from the land specifically described below, any obstructions; including trees, plants, undergrowth, buildings, and structures that interfere with the proper operation and maintenance of said line and equipment.

Grantors agree that they will not construct or place any permanent buildings, structures, trees, plants, or other objects on the property described below:

TEMPORARY CONSTRUCTION EASEMENT DESCRIPTION:

A PART OF LOTS 14 AND 15 OF THE SOUTHWEST ¼ OF THE SOUTHWEST ¼ OF THE COUNTY AUDITOR'S SUBDIVISION OF NW ¼-SW ¼, NE ¼-SW ¼, SE ¼-SW ¼ AND SW ¼-SW ¼ OF SECTION 21, TOWNSHIP 89 NORTH, RANGE 28 WEST OF THE 5TH P.M., AN OFFICIAL PLAT, NOW INCLUDED IN AND FORMING A PART OF THE CITY OF FORT DODGE, WEBSTER COUNTY, IOWA AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID LOT 14; THENCE NORTH 00° 05' 21" WEST ALONG THE WEST RIGHT-OF-WAY LINE OF SOUTH 25TH STREET, 85.00 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 89° 53' 49" WEST, 25.00 FEET; THENCE SOUTH 00° 05' 21" EAST, 20.00 FEET; THENCE SOUTH 89° 53' 49" WEST, 270.45 FEET; THENCE NORTH 00° 06' 11" WEST, 106.14 FEET; THENCE NORTH 90° 00' 00" EAST, 187.47 FEET; THENCE NORTH 00° 05' 21" WEST, 142.38 FEET; THENCE NORTH 89° 55' 40" EAST, 108.00 FEET TO THE WEST RIGHT-OF-WAY LINE OF SAID SOUTH 25TH STREET; THENCE SOUTH 00° 05' 21" EAST ALONG SAID WEST RIGHT-OF-WAY LINE, 228.12 FEET TO THE POINT OF BEGINNING AND CONTAINING 1.06 ACRES (46,165 S.F.).

PROPERTY SUBJECT TO ANY AND ALL EASEMENTS OF RECORD.

together with the right of ingress and egress over the adjacent lands of the GRANTOR, its successors and assigns, for the purpose of this easement.

The GRANTEE agrees that any and all disturbance to the surface of the lands or structures of the GRANTOR will be promptly repaired to the extent possible, where such disturbance takes place at any time as may be occasioned by subsequent repairs or maintenance.

The GRANTOR hereby covenants with the said GRANTEE that the GRANTOR is lawfully seized of said premises; that the GRANTOR has good and lawful authority to sell and convey the same, and the GRANTOR does hereby covenant to warrant and defend the said premises against the lawful claims of all persons whomsoever, and the said GRANTOR hereby relinquishes right of dower in and to the premises herein before the conveyed.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, A.D. 2015.

\_\_\_\_\_  
Robert M. Reid

\_\_\_\_\_  
Barbara J. Reid

STATE OF Iowa , Webster COUNTY, ss:

On this \_\_\_\_\_ day of \_\_\_\_\_, 2015, before me, the undersigned, a Notary Public in and for said State, personally appeared Robert M. Reid and Barbara J. Reid, husband and wife to me known to be the identical persons named in and who executed the foregoing instrument and acknowledged that they executed the same as their voluntary act and deed.

\_\_\_\_\_  
Notary Public

