

TRANSFER OF JURISDICTION MANUAL

TRANSFER OF JURISDICTION HISTORY

When a primary roadway is relocated or is no longer needed in the Primary Highway System, the Department can opt to transfer the right of way jurisdiction and maintenance responsibilities to a local public agency (city or county). Prior to July 1980, Highway Commission action transferred jurisdiction of former primary roadways to local public agencies. These local agencies had no voice in such action and title remained in the State. Iowa Code Sec. 306.42, enacted in 1980, provides that jurisdictional transfers be made by agreement of both parties. Title is then transferred by Quitclaim Deed in the form prescribed by said Code Section. As of April 1, 1981, legislation was passed providing that no transfer of jurisdiction could be finalized without complete agreement of terms by both parties.

In some instances, the State may require a local roadway to become part of the Primary Highway System. In these cases, title is conveyed from the local agency to the State via Quitclaim Deed. Our office can prepare these Quit Claim Deeds upon request provided the Local Public Agency produces ownership documentation.

"REGULAR" TRANSFERS OF JURISDICTION

For roadways jurisdictionally transferred beginning July 1, 1980, agreements are prepared, processed and tracked by the Office of Local Systems within the Department. A copy of the completed agreement is provided to the Office of Right of Way. These transfers are "in the system" and are "regular" transfers. Fiscal & Title agents process the Quitclaim Deeds for these transfers upon assignment from Transfer of Jurisdiction (TJ) Coordinator.

PROCEDURE FOR COMPLETING "REGULAR" TRANSFER OF JURISDICTION

Review Transfer of Jurisdiction (TJ) Agreement [TJ Agreement](#):

- Determine the location and limits of the roadway to be transferred
- Check online TJ map to ensure no overlap with other transfers

Request information from other offices: [Email samples](#)

- Property Management to check for any leases, excess land, pending sales, abandonments or transfers within the TJ limits
- District Surveyor to obtain original conveyance documents (if available), plans or other pertinent documents associated with the TJ. Also request information regarding starting and ending points, if there is land to be retained
- Access Management regarding any concerns with access rights

Research:

- Pull original plats for parcels within the TJ area from Plat Books [Plat check-out sheet](#)

- Pull strip maps for projects within the TJ area from Central Files
- Match plats to strip maps and original conveyance documents (received from District Surveyor)
- Check DOT Electronic Records Management System (ERMS) for any additional right of way documents within the TJ area (patents, abandonments, condemnations, etc.)

NOTE: If there are any gaps in the TJ area, a search of the right of way microfilm records may be necessary. Confer with the TJ Coordinator if this step is needed.

Prepare Draft Quitclaim

Using the information obtained through the agreement review and research, the Agent may begin typing the conveyance document, which contains the following segments: (Also see Example below)

1. **Heading:** This contains required instructional information for the County Recorder and Auditor under the Iowa Department of Transportation logo. The Heading must be no less than three (3) inches from the top of the page to be acceptable for recording.
2. **Title:** Title of the conveyance and grantee
3. **Grantor:** The agency transferring the property, including the name of the signatory.
4. **Granting Clause:** The statement of the interest in land to be conveyed. It also includes the Grantee. This is normally the local agency (City or County), but it may be State of Iowa depending on the type of transfer of jurisdiction.
5. **Legal Description:** Generally, this is the same description that is used in the Transfer of Jurisdiction Agreement. The Agent should add location identifiers such as Section-Township-Range. The District Surveyor may also have more specific locations or Station callouts to add to the description.
6. **Access Clauses:** Add if needed per recommendation from Access Management Office.
7. **Conveyance Document Listing:** A listing of each conveyance document included in the transfer, including Grantor, location, type of instrument, date filed and recording information. It is important to list any exceptions here as well.
8. **Compliance clause** (never changes).
9. **Subject to other rights** (never changes).
10. **Exemption:** This is a statement of the Declaration of Value and Transfer Tax Exemption.
11. **Title VI clause** (never changes).
12. **Reversion clause** (never changes).
13. **306.23 clause** (never changes).
14. **Date of Instrument:** The date the grantor signs the conveyance.
15. **Signature Block:** This must include the typed or printed name of the signor, their title and must be signed in blue or black ink.
16. **Acknowledgment:** This is to be completed by the person notarizing the grantor's signature. It must include the Commission Order number and date, the State and County where the conveyance was signed and the date on which the grantor signed. The Notary Public then signs the document and affixes their seal.
17. **Attorney General Approval** as to form.
18. **Footer:** This is located at the bottom of each page of the conveyance instrument (except any plats to be attached). It contains important reference to the county, TJ project number, agreement number and page number.



1. Heading →
Prepared by: Katie A. Johnson, Office of Right of Way, 800 Lincoln Way, Ames, IA 50010, 515-239-1633
Return to: Katie A. Johnson, Office of Right of Way, 800 Lincoln Way, Ames, IA 50010, 515-239-1633
Address Tax Statements: Tax Exempt-IA Code Sec. 427.1 (City/County Engineer, xxxxx)

2. Title →
**STATE OF IOWA
IOWA DEPARTMENT OF TRANSPORTATION
QUITCLAIM DEED
TO __ COUNTY/CITY OF __, IOWA**

3. Grantor →
The Iowa Department of Transportation, by Mark D. Lowe, Director, acting for the State of Iowa by authority of Iowa Code Section 306.42, hereby quitclaims unto
4. Granting Clause → **COUNTY/CITY OF __, IOWA**, all its right, title and interest, however acquired, in all land used as street and highway right of way, all roadway, and all right of way and roadway appurtenances thereto, and any bridges, culverts or structures that may be situated thereon, to the following described roadway situated in __ County, Iowa, to-wit:

5. Legal Description →
That portion of former Primary Road No. IA __, which is now a part of the local secondary road/municipal street system, beginning at IA __ Station __±; thence __ on the section line between Sections __ and __, and Sections __ and __, all in Township __ North, Range __ West/East, (beginning at intersection of __ right of way line of __ Street and __ line of __ Street; thence __ along said __ Street/along said roadway to the southerly right of way line of Primary Road No. U. S. __ at IA __ Station __, said point also being approximately __ feet __ of the centerline of Primary Road No. U. S. __/the __ Corporation Line of the City of __; a distance of approximately __ miles.

6. Access Clauses →
(Add if State acquired access rights by warranty deed) This instrument hereby transfers all access rights, if any, acquired for the above described roadway, except...

(Add if abutting or intersecting access controlled roadway) This instrument does not transfer any access rights or any right of way acquired for Primary Road No. U. S. __ proper.

(Add if abutting or intersecting access controlled roadway) This instrument does not transfer any title or interest in land for that portion of former Primary Road No. IA __ that is located within the right of way of Interstate __, its ramps and approaches. However, said County roadway is under the jurisdiction of, and is being maintained by the Grantee; and said Grantee shall continue to have jurisdiction of, and be solely responsible for the maintenance of, said roadway.

7. Conveyance
Document
Listing

Title and interest to part of the above described roadway was acquired by the State of Iowa through the following title instrument(s) filed and recorded in the records of _____ County, Iowa.

| GRANTOR(S) | GENERAL LOCATION | | | DATE FILED | BOOK | PAGE |
|------------|------------------|-----|--------------------------|------------|------|------|
| | 1/4 | 1/4 | SECTIONS LOTS, BLOCKS | | | |

8. Compliance clause

Title and interest to any remainder of the above described roadway has never been conveyed by title instruments to the State of Iowa. All available descriptions, plats, maps, or engineering drawings will be transmitted in accord with Iowa Code Section 306.42(1).

9. Subject to
other rights

This transfer is subject to the rights of all utilities in possession of any right of way and all rights of ingress and egress whether excepted, reserved, or granted by the transferring authority to land or to owners of land adjacent to the above described roadway.

10. Exemption

This transaction is exempt from transfer tax and a Declaration of Value is not required because the State of Iowa is the grantor, pursuant to Iowa Code Section 428A.2(6).

11. Title VI clause

The Grantee for itself, its successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree, as a covenant running with the land, that in the event facilities are constructed, maintained, or otherwise operated on the said property described in this deed for a purpose for which a Department of Transportation program or activity is extended or for another purpose involving the provisions of similar services or benefits, the Grantee shall maintain and operate such facilities and services in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.

12. Reversion clause

That in the event of breach of any of the above nondiscrimination covenants, the Iowa Department of Transportation, acting for the State of Iowa, shall have the right to re-enter said land and facilities thereon, and the above described lands and facilities shall thereupon revert to and vest in and become the absolute property of Iowa Department of Transportation, acting for the State of Iowa, and its assigns.

13. 306.23 clause

Should Grantee elect to dispose of these premises in the future, Grantee acknowledges that these premises were acquired for highway purposes and therefore any future disposal shall be in accordance with Iowa Code 306.23 in regard to the disposal of highway right of way.

14. Date of Instrument → Signed this _____ day of _____, 20xx.

15. Signature Block → Mark D. Lowe, Director
Iowa Department of Transportation

16. Acknowledgment → STATE OF IOWA, STORY COUNTY, ss:

On this _____ day of _____, 20xx, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Mark D. Lowe, to me personally known, and who, being by me duly sworn, did say that he is the Director of the Iowa Department of Transportation; that he signed this deed on behalf of the State of Iowa by authority of Order No. _____ of the State Transportation Commission dated _____.

(Sign in Ink)
Notary Public.

(AFFIX NOTARIAL SEAL ABOVE ▲)

17. Attorney General
Approval →

Approved as to form:

DAVID S. GORHAM
Special Assistant Attorney General

By _____
(Date) _____
(Type/Print Name)
Assistant Attorney General

18. Footer → County Project No. _____
Agreement No. _____

Page 3 of _____

Draft Quitclaim Review

Email District Surveyor the draft Quitclaim for review and approval. If any changes need to be made, make those changes.

Final Approval

Once changes have been made, if any, on the Quitclaim Deed, it has been completed. The original Quitclaim Deed needs to be sent to the Attorney General's (AG) office via interoffice mail for approval signature. [Transmittal form](#) The AG's office will forward the signed Quitclaim Deed to the DOT's director for signature. After all signatures, the Quitclaim Deed will be sent back to Fiscal and Title.

Recording Quitclaim Deed

Once the approved and signed Quitclaim Deed has been returned to Fiscal and Title, the Agent will then record the Quitclaim Deed with the County Recorder of the county in which the Transfer of Jurisdiction is located using the Iowa Land Records E-Submission Service.

Notifications

If necessary, email, recorded Quitclaim Deed, and agreement to party requesting Transfer of Jurisdiction be completed (i.e. Local Public Agency, District Surveyor, etc).

Labeling [Sample Labels](#)

All the plats and conveyance documents that are included in the route that a part of the Transfer of Jurisdiction need to be labeled. The labels include if it is partially or completely transferred, date the Quitclaim Deed was recorded and Book/Page or Document Number of the recorded Quitclaim Deed. If we are only transferring part of what is on the plat, color or crosshatch the portion that we are transferring in the Transfer of Jurisdiction.

The original Strip Map also needs labeled and route needs to be colored, by using appropriate partial or complete transfer labels.

Distribution

Email Transfer of Jurisdiction Letter, recorded Quitclaim Deed and agreement to the following [TJ Email:](#)

- Local Public Agency
- District Engineer
- Local Systems Engineer
- Maintenance Manager
- District Land Surveyor
- Production Coordinator, Advertising Management
- Agreements Specialist, Office of Local Systems

- Fiscal & Title Production Coordinator
- Fiscal & Title Supervisor

The following information also needs to be sent via regular mail to the following:

Local Public Agency

- Original recorded Transfer of Jurisdiction Quitclaim Deed with Transfer of Jurisdiction Letter
- Original labeled plats and conveyance documents for total transfers
- Copies of labeled plats and conveyance documents for partial transfers
- Copy of labeled strip map
- Copy of agreement

District Land Surveyor

- Copy of Transfer of Jurisdiction letter
- Copy of recorded Transfer of Jurisdiction Quitclaim Deed
- Copy of all labeled plats (partial and total transfers)
- Original labeled conveyance documents for partial transfers
- Copy of agreement

Central Fileroom in Office of Right of Way

- Copy of recorded Transfer of Jurisdiction Quitclaim Deed with copies of all labeled plats and agreement
- Original labeled plats for partial transfers returned to Plat books
- Original labeled strip map returned to strip map drawer

"SPECIAL" TRANSFERS OF JURISDICTION

For roadways jurisdictionally transferred prior to July 1, 1980, it is necessary to obtain a written request from the County or City (official letterhead) and concurrence by the District. If evidence of prior commission action can be located, Order H-84-45 is used for authority to complete the deed and can be processed by Fiscal & Title. These transfers are "special" transfers.

Procedure for completing "special" transfer of jurisdiction is the same as a Regular Transfer of Jurisdiction. However, a commission order is used in lieu of an agreement.

OTHER TRANSFERS OF JURISDICTION

If no evidence is located or if a parcel of current roadway is requested for local road purposes, Property Management agents will process the quitclaim deeds. Internal recommendations from Road Design, Systems Planning, Traffic & Safety, and Location/Environment are needed.

PROCEDURE FOR COMPLETING TRANSFER OF JURISDICTION IN PROPERTY MANAGEMENT

- Property Management receives a request from the District to quitclaim a property to a county or city for road purposes. There should be an agreement or a (letter or email) from the county or city accepting the responsibility of the transferred property. [County Agreement](#)
- Find copies of the conveyance documents.
- Create a file folder with a green label for a quitclaim deed or a red label for a Transfer of Jurisdiction. [Labels](#)
- Acquire internal recommendations.
- Request a plat and legal description.
- Review plat and legal description, determine if the parcel is in the excess land book. If excess, complete an income deposit. [Income Deposit](#) If not excess, complete a utility income voucher. [Utility Income Voucher](#) Once the excess has been removed from the excess land inventory (L4), you can create your document.
- Docs are located in the resource center; shell documents/quitclaim & TJ Docs. [Quit Claim Deed Shells](#) Create required Document and include the plat. Modify language in Intergovernmental Agreement as needed.
- If the document is a QCD then, create an AG memo and send to General Counsel to be signed by the AG. It will be forwarded to the Director of the DOT for signature as per the memo. [AG Transmittal](#)
- If the document is an intergovernmental Agreement & Transfer of Jurisdiction, then the Office Director of Right of Way and the director of the other agency sign the document. [Intergovernmental Agreement](#)
- After the document is signed and notarized then it can be recorded electronically.
- After recorded, the information is logged into the QCD/Transfer ledger at the front desk.
- The original document is sent to the receiving party along with a copy of the acquisition deed. A copy is made for the file and a copy goes to the file room for scanning into ERMS.
- The document is scanned and sent to the District Engineer, Assistant District Engineer, Maintenance Manager, and Surveyor via email informing them of the completion of this document.

WETLAND MITIGATION TRANSFER BY QUITCLAIM DEED

General Counsel for the Iowa DOT has determined that in some cases, the protection of certain environmental properties constitute “highway purposes” (see Iowa Code Section 314.23 and Iowa Code Section 314.24). These properties may be conveyed directly to other governmental agencies without conflicting with Iowa Code Section 306.23 (pertaining to the disposal of property) as long as the property continues to serve the intended public purpose. Property acquired for the mitigation of wetlands that are damaged or destroyed by a highway project may be transferred

to another governmental entity, such as a county, provided the land continues to be used for wetland mitigation purposes. An Iowa Code 28E agreement and a letter from the Office of Location and Environment (OLE) are required prior to initiating the Quitclaim Deed. As the wetland mitigation is a highway purpose, the transfer is similar to the transfer of a roadway that is proposed to become a local road.

Iowa Code contains authorization held by the Iowa DOT to transfer adjacent right of way located within the jurisdiction of the county for use and benefit of the county conservation board, whether held by easement or fee simple, as long as the land is suitable for purposes specified in Iowa Code Section 350.4(2) and is adjacent to roads over which the county maintains jurisdiction.

Conveyance of Mitigation Sites

- Property Management receives a Mitigation Conveyance Request letter from the Director of the Office of Location and Environment. This should include an agreement with a copy of the deed. [Mitigation Conveyance Request](#)
- Find copies of the conveyance documents –deed(s)
- If the mitigation site is going to a county or to a county for the use and benefit of the conservation board, you will be completing a Quitclaim Deed. If it will be transferred to another State Agency (IDNR for example), you will be completing an Interagency Transfer of Jurisdiction which will need some language modification.
- Create a file folder with a red label for a transfer and a green label for a quitclaim deed. [Labels](#)
- Generally, mitigation sites are transferred as we acquired them and the acquisition plat can be used. Sometimes a portion needs to be excluded and a plat and legal description are required.
- Once you have a plat and legal description, determine if the parcel is in the excess land book. If it is excess, complete an income deposit. [Income Deposit](#) If not excess, complete a utility income voucher. [Utility Income Voucher](#)
- Once the excess has been removed from the excess land inventory (L4), you can create your document.
- Docs are located in the resource center; shell documents/quitclaim & TJ Docs. Be sure to use documents that includes language for the mitigation issue [Quit Claim Deed Shells](#). Modify Intergovernmental Agreement document as needed. [Intergovernmental Agreement](#)
- Create required Document and include the plat.
- If Doc is a QCD then, create an Attorney General (AG) memo and send to General Counsel to be signed by the AG. Then it is forwarded to the Director of the DOT for signing as per the memo.
- If Doc is an interagency transfer of jurisdiction, the Office Director of Right of Way signs the document and the director of the other agency sign the

document. If there are questions about the document, please refer to the Property Management supervisor.

- After all signatures are completed, the document is then recorded electronically.
- Once recorded, the information is logged into the QCD/Transfer ledger at the front desk.
- The original document is sent to the receiving party along with copies of the acquisition deeds. A copy is made for the file and a copy goes to the file room for scanning into ERMS.
- The document is scanned and sent to the DE, ADE, Maintenance Mgr., Surveyor, and OLE via email informing them of the completion of this document.

INTERGOVERNMENTAL TRANSFER OF JURISDICTION AND CONTROL

The instrument to transfer jurisdiction of land to another state agency is an intergovernmental transfer of jurisdiction and control. This is not a transfer of title, since the title remains in the name of the state. This method of disposal cannot be used to dispose of land to counties, cities, towns, drainage districts, or similar local governmental authorities. All agreements specify the duration of the transfer. If permanent, specify that it is permanent. If not, specify the duration for which it is effective. The agreement indicates the monetary consideration, if any, and terms or conditions under which money or other consideration is to be paid. Indicate the purpose for which the lands are being transferred and state who or what authority is to maintain the facility. The agreement is to be filed for record with the county recorder.

APPENDIX

TJ Checklist (A-1)

EXAMPLES/SAMPLES/TEMPLATES

- [TJ Agreement \(B-1\)](#)
- [Email samples \(B-2\)](#)
- [Plat checkout sheet \(B-3\)](#)
- [Transmittal form \(B-4\)](#)
- [Sample Labels \(B-5\)](#)
- [TJ Email \(B-6\)](#)
- [County Agreement \(B-7\)](#)
- [Labels \(B-8\)](#)
- [Income Deposit \(B-9\)](#)
- [Utility Income Voucher \(B-10\)](#)
- [Quit Claim Deed Shells \(B-11\)](#)
- [Intergovernmental Agreement \(B-12\)](#)
- [Mitigation Conveyance Request \(B-13\)](#)
- [Labeled plats \(B-14\)](#)
- [Labeled conveyance \(B-15\)](#)

TJ PROCEDURES CHECK LIST (03-2019)

| | | | |
|---|------------------|------------------------|-------------|
| <u>TJ/Agreement No.</u> | <u>Procedure</u> | <u>- County / City</u> | <u>Date</u> |
| <input type="checkbox"/> Checked Strip Maps (current & obsolete) in Records Room & ERMS _____ | | | |
| <input type="checkbox"/> Checked plat books (current, obsolete, misc. & secondary roads) and pull plat _____ | | | |
| <input type="checkbox"/> Checked ERMS/Microfilm & made copies of: Prior Transfers of Jurisdiction _____ Contract Files for Condemnation Data _____ Abandonments _____ Patents & Easements _____ Special Transfers _____ | | | |
| <input type="checkbox"/> Requested original documents from District Surveyor Received _____ | | | |
| <input type="checkbox"/> Emailed Agent 3 & Production Coordinator in Property Management for: Leases _____ Pending Leases _____ Sales _____ Abandonments _____ Excess Land Inventory _____ | | | |
| <input type="checkbox"/> Emailed Senior Transportation Engineer in Office of Traffic & Safety about Access Rights _____ | | | |
| <input type="checkbox"/> Checked pending Transfers of Jurisdiction & 451 TJs _____ | | | |
| <input type="checkbox"/> Specials: For former routes under Commission Order H-84-45 obtain: - Copy Prior commission action in ERMS _____ - Date removed from system (Primary Route Description) _____ | | | |
| Agreement for Transfer or Letter from Requesting Jurisdiction – Requested _____ Received _____ | | | |
| <input type="checkbox"/> Quit Claim Deed: Prepared Draft Submitted draft to surveyor _____ Reviewed & Ok'd by District Surveyor _____ Final typed and submitted for signature by AG & Director _____ Received from Director _____ Recording: E-filed with Recorder _____ | | | |
| <input type="checkbox"/> **Labeled original documents and plats with Patent, Abandonment & TJ recording info, made copies as needed of plats _____ | | | |
| <input type="checkbox"/> **Sent Original TJ Deed with acquisition documents, plats & TJ Agreement to County (Auditor or Engineer) or City (Clerk or Real Estate Dept.) _____ | | | |
| <input type="checkbox"/> Sent copy of transmittal letter with copy of TJ deed & plats to Dist. Surveyor (email then send hard copy) _____ | | | |
| <input type="checkbox"/> **Delivered to Records Room 1 copy of TJ deed & plats, with copy of Agreement & Transmittal letter for ERMS _____ | | | |
| <input type="checkbox"/> Entered TJ data on Strip Map (If a special, also enter in Special TJ Ledger) _____ | | | |
| <input type="checkbox"/> Sent Email to Agreements Specialist in Local Systems _____ | | | |
| <input type="checkbox"/> Provided TJ Ledger data to TJ manager _____ | | | |

** If Original TJ Deed is from a City or County to the State, after labeling, copy of original acquisition documents are to be filed with copy of TJ deed. Original TJ deed and original acquisitions documents are to be filed with ERMS. If there are plats provided, originals are labeled and filed in Plat Book with copies attached to original documents for ERMS.

TJ Agreement (B-1)

IOWA DEPARTMENT OF TRANSPORTATION

To Office: District 5 **Date:** March 13, 2007
Attention: Larry Jackson **Ref. No.:** Henry County
From: Deanne Popp TJ-218-2(129)--2M-44
Office: Local Systems -- Agreements
Subject: Approved Transfer of Jurisdiction Agreement

Attached please find a copy of Agreement No. 2003-TJ-051A for the jurisdictional transfer of Iowa 438, former U.S. 218 in the city of Mount Pleasant. This Agreement was approved by the Transportation Commission on March 13, 2007, by Commission Order Number H-2007-61. The signed original has been retained by this office for our files.

Please forward the other original, which was retained by your office, to the city of Mount Pleasant, and notify this office when the transfer has been completed.



Deanne Popp
Agreements Specialist

DP:ksl
Attachment

cc: Maintenance w/copy
Cheryl Cowie, Transportation Data w/copy
Program Management w/copy
Accounting w/copy
Sharon, Bowers, Right of Way w/2 copies
Systems Planning w/copy
Local Systems w/copy

IOWA DEPARTMENT OF TRANSPORTATION

**ADDENDUM TO AGREEMENT 2003-TJ-051
FOR TRANSFER OF PUBLIC ROAD JURISDICTION**

City: Mount Pleasant, Iowa

Addendum No.: 2003-TJ-051A

Project No.: TJ-218-2(129)--2M-44

This **ADDENDUM** entered into by and between the Iowa Department of Transportation, hereinafter referred to as **STATE**, and the City of Mount Pleasant, Iowa, hereinafter referred to as **CITY**; and in consideration of these premises and the mutual covenants hereinafter set forth, it is hereby agreed as follows:

WITNESSETH, that

1. In compliance with the provisions of Iowa Code sections 306.8 and 306.42, the **CITY** and **STATE** previously entered into Agreement 2003-TJ-051 for transfer of the following described public road segments:

All that portion of Iowa 438 (former U.S. Highway 218) from the south corporation limits of the City of Mount Pleasant (255th Street) extending northerly to Jewell Avenue, located just north of the City of Mount Pleasant. Approximately 3.02 miles of this proposed Iowa 438 transfer is located within Mount Pleasant and approximately 0.67 mile extends from the **CITY's north corporation limits northerly to Jewell Avenue (see Exhibits A-1 & A-2 attached).**

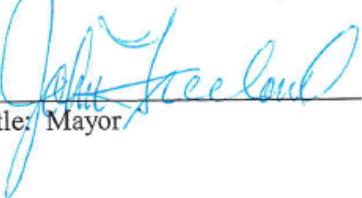
Agreement 2003-TJ-051 was signed by the **CITY** and **STATE** on June 12 and 20, 2003 respectively

2. Subsequent to execution of Agreement 2003-TJ-051 (see Section 1 herein) it was discovered that a portion of Iowa 438 (former U.S. Highway 218) was inadvertently included in the Agreement. The portion that was inadvertently included begins at the N Grand Avenue on-ramp to southbound U.S. 218 and extends northerly to Jewel Drive, a length of 0.218 mile (See Exhibit B).

3. Therefore, the Agreement referenced in Section 1 is hereby amended to exclude that portion that was inadvertently transferred and described in Section 2 herein.
4. If any section, provision, or part of this Addendum is found to be invalid or unconstitutional, such finding shall not affect the validity of the Addendum as a whole or any section, provision, or part thereof not found to be invalid or unconstitutional.
5. This Addendum shall be executed in two counterparts, each of which shall constitute but one and the same instrument.
6. This Addendum as set forth in Sections 1 through 6 herein, as well as the unaffected provisions of previously executed Agreement 2003-TJ-051 (see Section 1 herein), constitutes the entire Agreement between the CITY and the STATE concerning these transfer of jurisdictions. Any change or alteration to the terms of this Addendum must be in the form of an amendment to this document. Said addendum shall become effective only upon written approval of the STATE and the CITY.

IN WITNESS THEREOF, each of the parties hereto has executed Addendum No. 2003-TJ-051 as of the date shown opposite its signature hereafter.

CITY OF MOUNT PLEASANT, IOWA

BY: 
Title: Mayor

Date January 24, 2007.

I, Florence Olomon, certify that I am the Clerk of the CITY, and that John Freeland, who signed said Agreement for and on behalf of the CITY was duly authorized to execute the same by virtue of a formal resolution passed and adopted by the CITY on the 24th day of January, 2007.

Signed 
City Clerk of Mount Pleasant, Iowa

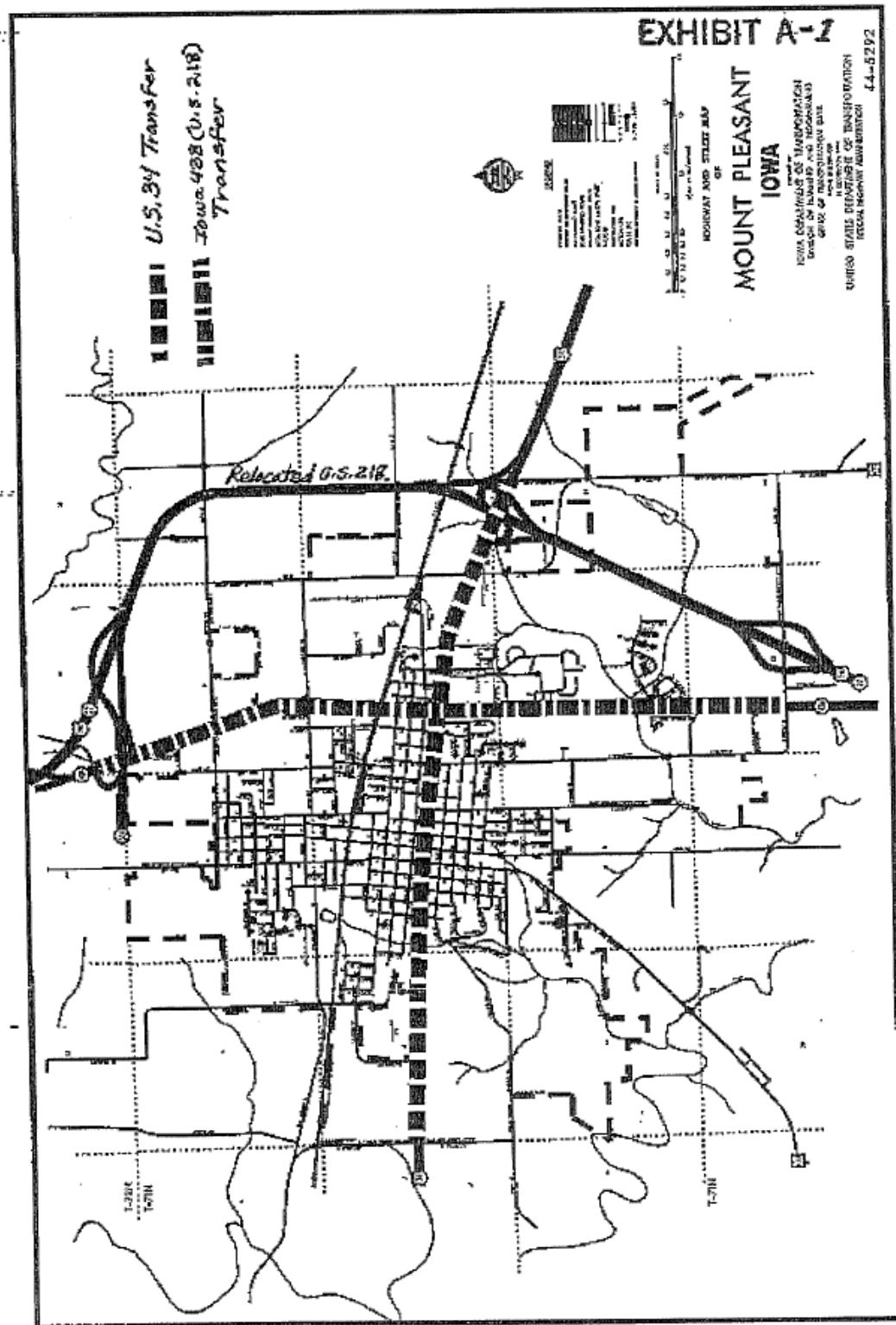
Date January 24, 2007.

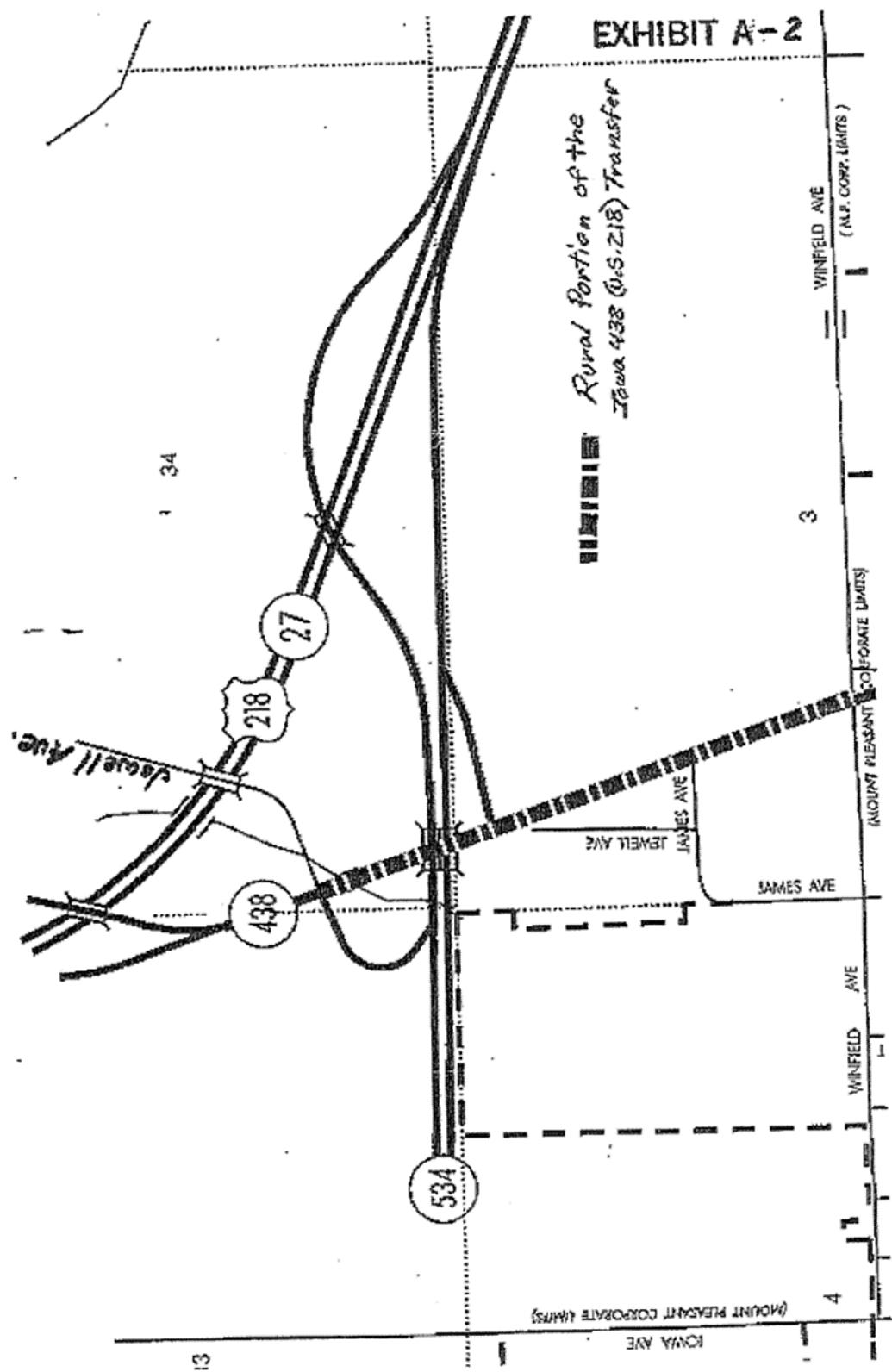
IOWA DEPARTMENT OF TRANSPORTATION:

BY: 
Larry E. Jackson
District Engineer
District 5.

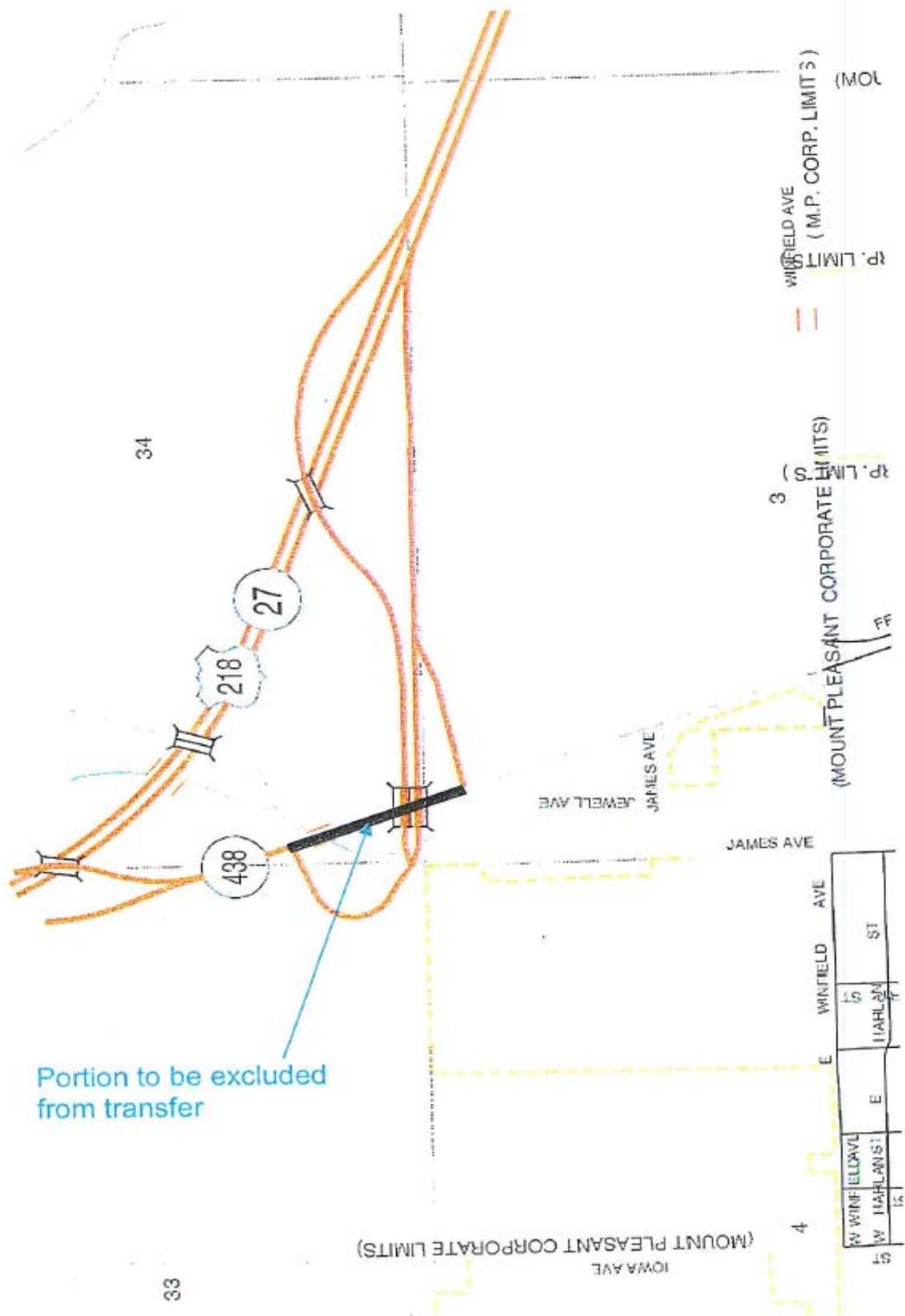
Date: February 9, 2007.

Comm. Order No. H-2007-61





EXHIBIT



RESOLUTION NO. 2007 - 10

RESOLUTION AUTHORIZING THE MAYOR AND CLERK TO ENTER INTO AN ADDENDUM TO AGREEMENT BETWEEN THE IOWA DEPARTMENT OF TRANSPORTATION AND THE CITY OF MOUNT PLEASANT, IOWA TRANSFERRING JURISDICTION OF IOWA 438 (FORMERLY U.S. HIGHWAY 218) AND PORTIONS OF HIGHWAY 34 FROM THE STATE OF IOWA TO THE CITY OF MOUNT PLEASANT, IOWA

WHEREAS, the City of Mount Pleasant is a municipal corporation organized pursuant to the laws of the State of Iowa, and

WHEREAS, the City of Mount Pleasant and the Iowa Department of Transportation entered into an agreement for the transfer of jurisdiction of Iowa 438 (formally U.S. Highway 218) and portions of Highway 34, on June 12, 2003 and June 20, 2003; and

WHEREAS, said Agreement is identified as Agreement 2003-TJ-051 for the Transfer of Public Road Jurisdiction, and is on file with the Iowa Department of Transportation and City Clerk; and

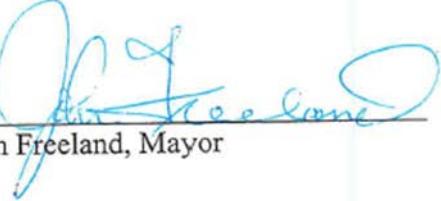
WHEREAS it was discovered subsequent to the execution of the Agreement that a portion of Iowa 438 was inadvertently included in the legal description for the public highway, which is the subject of the jurisdictional transfer; and

WHEREAS, it is the best interest of the City of Mount Pleasant, Iowa and the Iowa Department of Transportation to amend the Agreement, by approving the Addendum to Agreement 2003-TJ-051 for the Transfer of Public Road Jurisdiction, which is attached as Exhibit A, and incorporated by this reference herein.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY OF MT. PLEASANT:

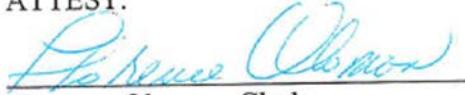
That the Mayor and Clerk are authorized to execute the agreement entitled, A Addendum to Agreement 2003-TJ-051 for the Transfer of Public Road Jurisdiction @ described herein.

PASSED and APPROVED by the City Council of the City of Mount Pleasant,
Iowa, on this 24th day of January, 2007.



John Freeland, Mayor

ATTEST:



Florence Olomon

Florence Olomon, Clerk

Steve Brimhall
Joe Beames
Steve Engberg
Robert Griffith
Matt Crull
Stan Curtis

AYES NAYS ABSTAIN ABSENT

| AYES | NAYS | ABSTAIN | ABSENT |
|--------------------------|--------------------------|--------------------------|-------------------------------------|
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

Myers, Allyssa

From: Myers, Allyssa
Sent: Tuesday, August 14, 2018 8:31 AM
To: Skinner, Rick; Howell, Cynthia; Sorenson, Willy
Subject: Calhoun County TJ Old US 20 ROW to Rockwell City
Attachments: 20180814083653319.pdf

Rick and Cyndy,

I am working on completing a TJ. Attached is a map with the location highlighted to be transferred to the City of Rockwell City. Please check your records to see if there is anything you have in these areas (including the following):

- Excess land
- Active leases
- Pending excess land sales
- Pending abandonments
- Pending special TJs

Thank you.

Willy,

Please look this over and let me know if you have any concerns as to access control.

Thank you.

Allyssa Myers

Iowa Department of Transportation

Right-of-Way, Title and Closing

800 Lincoln Way

Ames, IA 50010

Phone: 515-239-1757 Fax: 515-239-1247

allyssa.myers@iowadot.us

Subject: _____ County, Transfer of Jurisdiction, Agreement No. _____

Attachment: map of route being transferred

I am working on the above-mentioned TJ. Please look over the attached map and supply me with the following information, if any.

(daylighting, access rights, exceptions needing survey or graphic plats, additional parcels)

Please pull all original documents for the acquisitions listed and send them to me with the deed.

Plat Check Out Sheet (B-3)

DATE

Plats have been pulled for _____
in the following locations:

BY: _____



TRANSMITTAL SLIP

To Office: General Counsel
& to Director's Office

Date: XXXXX

From: XXXXXXXXX

Ref.: XXX County

Office: Right of Way, North Annex

TJ: XXX

Agreement No. XXX

Subject: Transfer of Jurisdiction Quitclaim Deed TO CITY OF/COUNTY XXX,
IOWA APPROVED AS TO COMMISSION ORDER NO. xxx

General Counsel: Please review as to form and sign; then forward to the
Director's Office.

Director's Office: Please indicate date of Director's signature _____;
then contact me at Extension 11757 for pickup.

Thank you.

XXX
Attach.

PART transferred to City of Sioux City, Iowa, Special Order No. H-85-41; Quitclaim Deed Recorded 08-13-1984; Roll 147, Image 612-620

W½ FORMER IA 28 (SW 63RD ST)
TRANSFERRED TO CITY OF WEST DES MOINES, IA; AGREEMENT NO. 93-TJ-019, QUITCLAIM DEED
RECORDED 2/21/2002, BOOK 9097, PAGE 254; & AGREEMENT NO. 2003-TJ-006, QUITCLAIM DEED RECORDED 2/21/2012, BOOK 14164, PGS 249-258.

TRANSFERRED TO CITY OF DES MOINES, IOWA; TJ-5-5(104,105)--2M-77, AGREEMENT NO. 2001-TJ-002 (SEGMENT A); QUITCLAIM DEED RECORDED JULY 19, 2013, AT BOOK 14883, PAGES 24-30.

PART TRANSFERRED TO CITY OF NORWALK; TJ-296-0(4)--2M-77, AGREEMENT NO. 2003-TJ-010; QUITCLAIM DEED RECORDED FEBRUARY 16, 2005, BOOK 10939, PAGES 369-371; 0.09+/- MI. OF IA 296 (FORMERLY IA 28).

EASEMENT BY PRESCRIPTION ONLY.
NO CONVEYANCE OBTAINED.
Contract recorded April 18, 1961, Book 3325, Page 293; deemed abandoned according to IA Code Section 558.5.

Remainder transferred to City of CascadeTJ-151-5(58)--2M-31, Agreement No. 2001-TJ-006; Quitclaim Deed Recorded 04-09-2007, Dubuque County File 2007-00004929; Recorded 04-18-2007; Jones County Book 2007 1227

Temporary Easement recorded 02/09/1970 at Book 33, Page 111.

Release of Temporary Easement Recorded 04/03/1972 at Book 33 of Deeds, Page 598.

REMAINDER TRANSFERRED TO CITY OF DES MOINES, IOWA; TJ-5-5(104,105)--2M-77, AGREEMENT NO. 2001-TJ-002 (SEGMENT A); QUITCLAIM DEED RECORDED JULY 19, 2013, AT BOOK 14883, PAGES 24-30.



Date

When communicating, refer to:

xxx County
Transfer of Jurisdiction
TJ xxx
Agreement No. xxx

City Clerk/County Engineer
City of/County

IA

Dear :

Enclosed are the recorded Quitclaim Deed conveying a portion of former Primary Road No. xxx, which is known as xxxx, to (County/the City of), Iowa. The original acquisition documents with plats will be mailed to you. These documents are provided to complete the above referenced Transfer of Jurisdiction in compliance with Iowa Code Section 306.42. Please deliver them to the appropriate office.

Sincerely,

Fiscal & Title Section
Right of Way Bureau

xxx

Enc.

c: , District Engineer
, Assistant District Engineer
, Maintenance Manager
, District Land Surveyor
Brent Christian, Advertising Management
Hannah Beach, Agreements Specialist
Katie Johnson, Production Coordinator
Eric Wright, Title & Closing Supervisor
Matt Buttz, Property Management Right of Way Agent

County Agreement (B-7)

STAFF ACTION: S-2002-0249

COUNTY AGREEMENT

County Chickasaw/Floyd

Project No. NHSX-218-9(77)-3H-19

Iowa DOT

Agreement No. 2001-C-218

This Agreement is entered into by and between the State of Iowa, Iowa Department of Transportation (hereafter "DOT") Highway Division and the Floyd County Board of Supervisors (hereafter "COUNTY") in accordance with Iowa Code Section 28E.12 as follows:

1. The DOT proposes to design, let and inspect construction of a project for relocation and reconstruction of U.S. 218 within Chickasaw and Floyd Counties from the City of Nashua extending northwesterly to the beginning of the U.S. 218 Charles City Bypass project. The proposed project within the COUNTY begins at the Chickasaw County line and extends northwesterly to the beginning of said Charles City Bypass (see Exhibit "A" attached).
2. The COUNTY and DOT previously entered into the following Agreements for the above referenced project:
 - A. Agreement 99-C-048 for right of way acquisition was signed by the COUNTY and DOT on October 13 and 16, 1998 respectively.
 - B. Agreement 2001-C-064 for right of way acquisition was signed by the COUNTY and DOT on December 12 and 14, 2000 respectively.
3. Upon completion of construction the COUNTY agrees to accept ownership of the following described side road modifications which will be constructed as part of said project and which are located within COUNTY jurisdiction. The COUNTY shall also assume responsibility for all future maintenance operations associated therewith, all at no additional expense or obligation to the DOT:
 - A. Existing County Secondary Road B60 (B60) will be permanently closed both east and west of Relocated U.S. 218 (within the City of Nashua). A new roadway will be constructed from approximately 76.31 meters east of the intersection of Iowa 346/existing U.S. 218 (within the City of Nashua) extending southwesterly to existing B60 within Floyd County (approximately 93 meters west of the Chickasaw County line). This new connection will function as relocated B60. The portion of

2

Relocated B60 west of Relocated U.S. 218 and within Floyd County will be paved to a width of 7.2-meters with 2.4-meter wide granular shoulders. Unused portions of existing B60 (mostly in Chickasaw County/Nashua) will be obliterated as part of this project.

- B. Existing 270th Street will be reconstructed from approximately 195.32 meters west to 99.68 meters east of the Relocated U.S. 218 centerline respectively. An 8.6-meter wide roadbed with 6.0-meter wide granular surfacing will be constructed.
- C. Existing Windfall Avenue has been abandoned by the COUNTY and will not be reconstructed as part of this project. All that part of the current intersection with U.S. 218 within U.S. 218 right of way will be removed.
- D. Existing 260th Street will be relocated northwesterly approximately 225 meters (measured along the Relocated U.S. 218 centerline) and reconstructed southwesterly and southerly from the Relocated U.S. 218 edge of slab approximately 218.39 meters. An 8.6-meter wide roadbed with 6.0-meter wide granular surfacing will be constructed. Unused portions of existing 260th Street in this area will also be obliterated as part of this project.
- E. Existing Walnut Avenue will be relocated northwesterly approximately 145 meters (measured along the Relocated U.S. 218 centerline) and reconstructed southwesterly and southerly from the Relocated U.S. 218 edge of slab approximately 202.68 meters. An 8.6-meter wide roadbed with 6.0-meter wide granular surfacing will be constructed. Unused portions of existing Walnut Avenue in this area will also be obliterated as part of this project
- F. The existing intersection of 250th Street and Midway Avenue will be relocated northwesterly approximately 200 meters (measured along the Relocated U.S. 218 centerline). A new connection will be constructed from existing 250th Street, approximately 290 meters southwest of Relocated U.S. 218, extending northeasterly, northerly and northwesterly to a point located approximately 270 meters northwest of Relocated U.S. 218. The 250th Street connection south of Relocated U.S. 218 will have an 8.6-meter wide roadbed with 6.0-meter wide granular surfacing. The Midway Avenue connection north of Relocated U.S. 218 will have 7.2-meter wide paving and 2.4-meter wide granular shoulders.
- G. Existing Victory Avenue, on the southerly side of U.S. 218, will be relocated southeasterly approximately 95 meters (measured along the Relocated U.S. 218 centerline) and reconstructed southwesterly and southerly from the Relocated U.S. 218 edge of slab approximately 242.06 meters. An 8.6-meter wide roadbed with 6.0-meter wide granular surfacing will be constructed. Unused portions of existing Victory Avenue in this area will also be obliterated as part of this project. Existing Victory Avenue on the northerly side of U.S. 218 will be permanently closed at the U.S. 218 right of way line.

4. Also as part of the project, it may be necessary to temporarily close various local side roads at or near their junctions with U.S. 218 during portions of said project. If needed, the DOT will furnish, install and ultimately remove the required road closure barricades and signing all at no expense or obligation to the COUNTY. Any detours which may be necessary for project related temporary local road closures will be the responsibility of the COUNTY all at no expense or obligation to the DOT.
5. The DOT will relocate at project cost all existing County owned destination lights, and signs which require adjustment as part of this project (if any). If the COUNTY chooses to perform relocation of the COUNTY owned lighting and signing, the DOT will reimburse the COUNTY for said relocations upon receipt of a properly documented billing from the COUNTY. Any destination lights which require adjustment as part of this project which are owned by a utility company and rented to the COUNTY will be relocated at no cost to the project.
6. If this project causes the temporary closing of a road for the purpose of establishing, constructing, or maintaining a primary road, the DOT shall meet with the COUNTY to determine whether said temporary road closure(s) will cause increased traffic on secondary roads. The DOT and the COUNTY shall determine a plan, and the costs thereof, for the COUNTY to perform dust control on said secondary roads with increased traffic, should dust control become necessary. In that event, the COUNTY shall inform the DOT prior to performing said dust control. The DOT shall reimburse the COUNTY for the cost of said dust control measures following the receipt of a bill for the agreed upon costs.
7. Upon completion of construction of the above described project, the DOT agrees to transfer and the COUNTY agrees to accept jurisdiction of the following primary road segments located within COUNTY Jurisdiction as well as any associated drainage structures. The COUNTY shall also assume responsibility for all future maintenance operations associated therewith, all at no additional expense or obligation to the DOT:

The bypassed portions of existing U.S. 218 from the Chickasaw County line extending northwesterly to a new intersection near the northwest corner of Section 12, T-94N, R-15W, a distance of approximately 1.00 mile.

- A. The COUNTY and the DOT have examined the physical condition of the primary road segments as described above and have agreed that the DOT shall complete the following prior to transfer:
 - (1) Partial and full-depth patching as necessary in preparation for an asphalt overlay.
 - (2) Placement of a two-lift asphalt cement concrete overlay, on said roadway, from the Chickasaw County line extending northwesterly to the new connection with Relocated U.S. 218.

4

(3) Application of traffic control paint striping and placement of aggregate shoulder leveling material.

B. Upon the completion of the roadway rehabilitation, and opening of same to through traffic, the COUNTY shall assume jurisdiction of the U.S. 218 primary road segments described above. Subsequent to said rehabilitation, the DOT will notify the COUNTY of the actual time and date of said transfer.

C. In accordance with Iowa Code Section 306.42(6), neither the COUNTY nor the DOT shall be held liable for any claim for damage for any act or omission relating to the design, construction, or maintenance of the primary road extension described above that occurred prior to the effective date of the transfer.

D. The DOT agrees to transfer and the COUNTY agrees to accept all its legal or equitable title or interest in the right-of-way of the primary road extension described above. Said legal or equitable title or interest shall be by quit-claim deed

8. It is the intent of both parties that no third party beneficiaries be created by this Agreement.

9. If any section, provision, or part of this Agreement shall be found to be invalid or unconstitutional, such judgment shall not affect the validity of the Agreement as a whole or any section, provision, or part thereof not found to be invalid or unconstitutional, except to the extent that the original intent of the Agreement cannot be fulfilled.

10. This Agreement may be executed in two counterparts, each of which so executed shall be deemed to be an original.

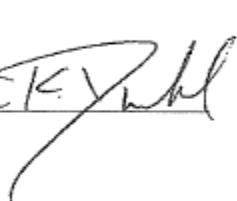
11. Any subsequent change or modification to the terms of this Agreement shall be in the form of a duly executed Addendum to this Agreement.

County Agreement (B-7)

IN WITNESS WHEREOF, each of the parties hereto has executed Agreement No. 2001-C-218 as of the date shown opposite its signature below.

Executed by the Board this 28th day of August, 2001.

BOARD OF SUPERVISORS OF FLOYD COUNTY:

BY 
Chairperson

Executed by the DOT this 31st day of August, 2001.

IOWA DEPARTMENT OF TRANSPORTATION:

BY: Vicki Dumdei
Vicki Dumdei
District Engineer
District 2.

NOTICE OF INTENT TO
EXECUTE AGREEMENT FOR
TRANSFER OF PUBLIC ROAD JURISDICTION

In accordance with Iowa Code Section 313.2, notice is hereby given that the Iowa Department of Transportation and Floyd County, Iowa, intend to enter into an agreement whereby the public road segments described as:

The bypassed portions of existing U.S. 218 from the Chickasaw County line extending northwesterly to near the northwest corner of Section 12, T-94N, R-15W, a distance of approximately 1.00 mile.

will be transferred from the State of Iowa to Floyd County which will accept the above public road segments into its secondary road system.

If, within ten (10) days after the publication of this notice, one hundred or more residents of Floyd County request by petition or in writing that a hearing be held in regard to such agreement, the Board of Supervisors and the Iowa Department of transportation shall hold a hearing not more than seven days after receiving the petition or written instrument, and based upon evidence presented at such hearing shall re-examine the merits of executing such agreement and make a decision in regard to it.

In absence of such petition in writing, the Iowa Department of Transportation and the Board of Supervisors of Floyd County, Iowa, intend forthwith to enter such agreement.

A copy of the intended agreement is on file in the Board Office and with the County Auditor at the Floyd County Court House, Charles City, Iowa.

Beth A. Stoen, August 28, 2001.
Floyd County Auditor Date

Create a file folder with a green label for a quitclaim deed or a red label for a Transfer of Jurisdiction.

>
QUITCLAIM DEED
CERRO GORDO COUNTY
F-888 Parcel C
Transferred to: City of Clear Lake
Acquired from: Frank and Tillie Huntington

INTERGOVERNMENTAL AGREEMENT &
TRANSFER OF JURISDICTION
POLK COUNTY
TO: DNR
FN-500-1(7)-21-77 Parcels 19S, 20, 21, 41A
SE Des Moines Wetland Mitigation Site - US 65

Income Deposit (B-9)

Form 636-058
Revised 3/14/14

Example

IOWADOT
Office of Right of Way
QUITCLAIM INCOME DEPOSIT

Parcel No.
Project No.

County
Date

TO:

Brief Survey Description with Acres

The (quitclaim deed/transfer of jurisdiction) will be issued in the name of: _____

, Property Manager
Property Management Section

Date

Receipt No. _____

Ruth Browning
Office of Accounting

Date

Excess Required Facilities

Mitigation

Cost Center 611000

| System Number | County Number | Control Section Number | Parcel Number | Object Number | Function Number | Rural - 1 Urban - 2 | Part 1 Non-Part-2 Suspense-3 | Amount |
|---------------|---------------|------------------------|---------------|---------------|-----------------|------------------------|------------------------------------|--------|
| | | | | | 947 | 359 | | \$ |
| TOTAL | | | | | | | | \$ |

Excess Land Description:

Lori Wilmes
Office of Accounting (removal of assets from ledger)

Cyndy Howell
ROW Audit

Date

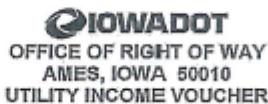
Mike L. Jackson
Property Management Supervisor

Date

Utility Income Voucher (B-10)

Form 635-037
Revised 8/16/05

Example



| | |
|---|-------------------------------|
| Parcel No. <u>5W</u> | County <u>Marshall</u> |
| Project No. <u>NHSN-330-2(47)-2R-64</u> | Date <u>February 10, 2015</u> |

RECEIPT
(RENTAL INCOME)

| | | |
|---|-------------------|-----|
| Received From: | Amount of Account | \$0 |
| Marshall County, Iowa Courthouse Marshalltown, Iowa | Amount of Paid | \$0 |
| | Balance Due | \$0 |
| Wetland Quitclaim deed - 150 acres | | |

Received By Sharon BowersAUCTION OR
(MISCELLANEOUS INCOME)

| | |
|----------------|--------------|
| Received From: | Description: |
| | |

Required Excess Office of Accounting Receipt No. _____ Voucher No. _____Cost Center 611000 Cost Center Name Primary Road Fund - Primary Regular

| System Number | County Number | Control Section | Parent Number | Parcel Number | Object Number | Function Number | Rural-1 Urban-2 | Part-1 Non Part-2 Suspense-3 | Amount |
|---------------|---------------|-----------------|---------------|---------------|---------------|-----------------|-----------------|------------------------------|--------|
| 2R | 64 | 3302 | 047 | 00-05W | 924 | 359 | 1 | 2 | \$0 |
| TOTAL | | | | | | | | | \$0 |

COST CENTER - 6310 COST CENTER NAME--PRIMARY ROAD FUND GENERAL

| SALES TAX USE ONLY | Object Number | Function Number | Amount |
|--------------------|---------------|-----------------|--------|
| | | | \$ |
| | | | TOTAL |

Mike L. Jackson
Property Management Supervisor

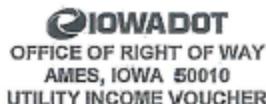
Date

ssb
 Distribution: Green Copy To: Property Management
 Copy To: Depositor
 Copy To: Accounting Office
 Copy To: Property Management Temporary Record

Utility Income Voucher (B-10)

Form 636-007
Revised 09/01

Example

Parcel No. _____ County _____
Project No. _____ Date _____RECEIPT
(RENTAL INCOME)

| | | |
|----------------|-------------------|----|
| Received From: | Amount of Account | \$ |
| | Amount of Paid | \$ |
| | Balance Due | \$ |

Received By _____

AUCTION OR
(MISCELLANEOUS INCOME)

| | |
|----------------|--------------|
| Received From: | Description: |
| | |

Required Excess Office of Accounting Receipt No. _____ Voucher No. _____

Cost Center 611000 Cost Center Name Primary Road Fund - Primary Regular

| System Number | County Number | Control Section | Parcel Number | Parcel Number | Object Number | Function Number | Rural-1 Urban-2 | Part-1 Non Part-2 Suspense-3 | Amount |
|---------------|---------------|-----------------|---------------|---------------|---------------|-----------------|-----------------|------------------------------|--------|
| | | | | | 924 | 359 | | | \$ |
| TOTAL | | | | | | | | | \$ |

COST CENTER - 6310 COST CENTER NAME--PRIMARY ROAD FUND GENERAL

| SALES TAX USE ONLY | Object Number | Function Number | Amount |
|--------------------|---------------|-----------------|--------|
| | | | \$ |
| TOTAL | | | \$ |

Mike L. Jackson
Property Management Supervisor

Date

Distribution: Green Copy To: Property Management
Copy To: Depositor
Copy To: Accounting Office
Copy To: Property Management Temporary Record

Prepared by/Return to: _____, IA Department of Transportation, Right of Way Office, 800 Lincoln Way, Ames, IA 50010, 515-239-_____
 Address Tax Statement to: Tax Exempt - Iowa Code Section 427.1(City or County and address)



STATE OF IOWA
 IOWA DEPARTMENT OF TRANSPORTATION
 QUITCLAIM DEED
 TO [REDACTED]

The Iowa Department of Transportation, by Mark D. Lowe, Director, acting for the State of Iowa by authority of Iowa Code Section 306.42, hereby quitclaims, grants and conveys unto the [REDACTED], all rights, easements, title, and interest in all land used as streets and highway right of way, all roadway, and all right of way and roadway appurtenances thereto, together with any other lands and interests in land which may have been acquired by prescription and by adverse possession and by any other title instrument and by the public's use thereof as a public roadway, and any bridges, culverts, or structures that may be situated thereon, to the following described roadway situated in [REDACTED] County, Iowa, to-wit:

That portion of former Primary Road No. [REDACTED], which is now a part of the (local municipal street system) (secondary road system), and is described as follows:

Noel does prefer that you copy and paste the legal you receive from the district here.

See Attached Legal Descriptions on Page

Title and interest to part of the above described roadway was acquired by the State of Iowa through the following title instruments filed and recorded in the records of [REDACTED] County, Iowa.

GENERAL LOCATION

| <u>Grantor</u> | <u>1/4 1/2 Section</u> | <u>Section</u> | <u>Township</u> | <u>Type</u> | <u>Date</u> | <u>Book</u> | <u>Page</u> |
|----------------|------------------------|----------------|-----------------|-------------------|--------------|-------------|-------------|
| | <u>Lot</u> | <u>Block</u> | <u>Range</u> | <u>Instrument</u> | <u>Filed</u> | | |
| [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] |
| | | | | | | | |

Title and interest to any remainder of the above described roadway has never been conveyed by title instruments to the State of Iowa. All available descriptions, plats, maps, or engineering drawings will be transmitted in accord with Iowa Code Section 306.42(1).

This instrument does not transfer any access rights. All access rights are being retained by the Iowa Department of Transportation. It transfers only the right of way for the above-described parcel.

This transfer is subject to the rights of all utilities in possession of any right of way and all rights of ingress and egress whether excepted, reserved, or granted by the transferring authority to land or to owners of land adjacent to the above described roadway.

The Grantee for itself, its personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree, as a covenant running with the land, that in the event facilities are constructed, maintained, or otherwise operated on the said property described in this deed for a purpose for which a Department of Transportation program or activity is extended or for another purpose involving the provisions of similar services or benefits, the Grantee shall maintain and operate such facilities and services in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in

Quit Claim Shells (B-11)

Federally-assisted programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.

That in the event of breach of any of the above nondiscrimination covenants, the Iowa Department of Transportation, acting for the State of Iowa, shall have the right to re-enter said land and facilities thereon, and the above described lands and facilities shall thereupon revert to and vest in and become the absolute property of Iowa Department of Transportation, acting for the State of Iowa, and its assigns.

Should Grantee elect to dispose of these premises in the future, Grantee acknowledges that these premises were acquired for highway purposes and therefore any future disposal shall be in accordance with the Iowa Code in regard to the disposal of highway right of way.

This transaction is exempt from transfer tax and a declaration of value because the State of Iowa is the grantor, pursuant to Iowa Code Section 428A.2(6).

Signed this _____ day of _____, 20____

Mark D. Lowe, Director
Iowa Department of Transportation

STATE OF IOWA, STORY COUNTY, §:

This instrument was acknowledged before me on _____, 2018, by Mark D. Lowe.

(SEAL)

Notary Public in and for said State of Iowa

Approved as to form:

By: _____ (Date) _____
Noel C. Hindt
Assistant Attorney General

Prepared by/Return to: _____, IA Department of Transportation, Right of Way Office, 800 Lincoln Way, Ames, IA 50010, 515-239-1300
Address Tax Statement to: Tax Exempt - Iowa Code Section 427.1(City or County and address)



STATE OF IOWA
IOWA DEPARTMENT OF TRANSPORTATION
QUITCLAIM DEED

TO _____, IOWA

The Iowa Department of Transportation, by Mark D. Lowe, Director, acting for the State of Iowa by authority of Iowa Code Section 306.42, hereby quitclaims, grants and conveys unto _____, Iowa, all rights, easements, title, and interest in all land used as streets and highway right of way, all roadway, and all right of way and roadway appurtenances thereto, together with any other lands and interests in land which may have been acquired by prescription and by adverse possession and by any other title instrument and by the public's use thereof as a public roadway, and any bridges, culverts, or structures that may be situated thereon, to the following described roadway situated in _____ County, Iowa, to-wit:

That portion of former Primary Road No. ____, which is now a part of the local (municipal street) (secondary road) system,

(Legal description goes here)

Title and interest to part of the above described roadway was acquired by the State of Iowa through the following title instrument(s) filed and recorded in the records of _____ County, Iowa.

This instrument does not transfer any access rights. All access rights are being retained by the Iowa Department of Transportation. It transfers only the right of way for the above-described parcel.

Title and interest to any remainder of the above described roadway has never been conveyed by title instruments to the State of Iowa. All available descriptions, plats, maps, or engineering drawings will be transmitted in accord with Iowa Code Section 306.42(1).

The Grantee for itself, its personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree, as a covenant running with the land, that in the event facilities are constructed, maintained, or otherwise operated on the said property described in this deed for a purpose for which a Department of Transportation program or activity is extended or for another purpose involving the provisions of similar services or benefits, the Grantee shall maintain and operate such facilities and services in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.

That in the event of breach of any of the above nondiscrimination covenants, the Iowa Department of Transportation, acting for the State of Iowa, shall have the right to re-enter said land and facilities thereon, and the above described lands and facilities shall thereupon revert to and vest in and become the absolute property of Iowa Department of Transportation, acting for the State of Iowa, and its assigns.

Should Grantee elect to dispose of these premises in the future, Grantee acknowledges that these premises were acquired for highway purposes and therefore any future disposal shall be in accordance with the Iowa 306.23 in regard to the disposal of highway right of way.

This transfer is subject to the rights of all utilities in possession of any right of way and all rights of ingress and egress whether excepted, reserved, or granted by the transferring authority to land or to owners of land adjacent to the above described roadway.

This transaction is exempt from transfer tax and a declaration of value because the State of Iowa is the grantor, pursuant to Iowa Code Section 428A.2(6).

Signed this ____ day of _____, 201____

Mark D. Lowe, Director
Iowa Department of Transportation

STATE OF IOWA, STORY COUNTY, §:

This instrument was acknowledged before me on _____, 20xx, by Mark D. Lowe.

(SEAL)

Notary Public in and for said State of Iowa

Approved as to form:

By: _____ (Date) _____
Noel C. Hindt
Assistant Attorney General

Prepared by/Return to: _____, Iowa Dept. of Transportation, Right of Way, 800 Lincoln Way, Ames, IA 50010 515-239-_____
Address Tax Statements to: Tax Exempt - Iowa Code Section 427.1(City or County and address)

IOWADOT
STATE OF IOWA
IOWA DEPARTMENT OF TRANSPORTATION
QUITCLAIM DEED
TO _____, IOWA

The Iowa Department of Transportation, by Mark D. Lowe, Director, acting for the State of Iowa by authority of Iowa Code Section 306.42, hereby quitclaims, grants and conveys unto _____, Iowa, all rights, easements, title, and interest in all land used as street and highway right of way, all roadway, and all right of way and roadway appurtenances thereto, together with any other lands and interests in land which may have been acquired by prescription and by adverse possession and by any other title instrument and by the public's use thereof as a public roadway, and any bridges, culverts, or structures that may be situated thereon, to the following described roadway situated in _____ County, Iowa, to-wit:

That portion of Primary Road No. _____, which is a part of the required environmental mitigation for highway project _____ described as follows:

LEGAL DESCRIPTION GOES HERE

Title and interest to part of the above described roadway was acquired by the State of Iowa through the following title instrument(s) filed and recorded in the records of _____ County, Iowa.

This instrument does not transfer any access rights. All access rights are being retained by the Iowa Department of Transportation. It transfers only the right of way for the above-described parcel.

The property described within this conveyance was acquired for highway purposes as part of highway project _____. The specific highway purpose for these premises is the mitigation of wetland and/or other required environmental impacts created as a result of this highway project. As part of the process of securing necessary permits to proceed with the highway project, the Iowa Department of Transportation was required by the United States Army Corps of Engineers (Corps) and the Iowa Department of Natural Resources (IDNR) to implement mitigation procedures. The Corps 404 permit number _____ is on file with the Iowa Department of Transportation and the CORPS. The property remains subject to the requirement of said permit.

The Grantees, their heirs, assigns and successors in interest shall maintain the property as required by the Corps 404 permit and shall not attempt to utilize the premises described in this conveyance contrary to the terms, goals and intentions of the permit conditions issued by the Corps and the IDNR without the express written consent of these agencies.

Should Grantee elect to dispose of these premises in the future, Grantee acknowledges that these premises were acquired for highway purposes and therefore any future disposal shall be in accordance with the Iowa Code in regard to the disposal of highway right of way.

Title and interest to any remainder of the above-described roadway has never been conveyed by title instruments to the State of Iowa. All available descriptions, plats, maps, or engineering drawings will be transmitted in accord with Iowa Code Section 306.42(1).

Quit Claim Shell (B-11)

The Grantee for itself, its personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree, as a covenant running with the land, that in the event facilities are constructed, maintained, or otherwise operated on the said property described in this deed for a purpose for which a Department of Transportation program or activity is extended or for another purpose involving the provisions of similar services or benefits, the Grantee shall maintain and operate such facilities and services in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.

That in the event of breach of any of the above nondiscrimination covenants, the Iowa Department of Transportation, acting for the State of Iowa, shall have the right to re-enter said land and facilities thereon, and the above described lands and facilities shall thereupon revert to and vest in and become the absolute property of Iowa Department of Transportation, acting for the State of Iowa, and its assigns.

This transfer is subject to the rights of all utilities in possession of any right of way and all rights of ingress and egress whether excepted, reserved, or granted by the transferring authority to land or to owners of land adjacent to the above described roadway.

This transaction is exempt from transfer tax and a declaration of value because the State of Iowa is the grantor, pursuant to Iowa Code Section 428A.2(6).

Signed this _____ day of _____, 20____

Mark D. Lowe, Director
Iowa Department of Transportation

STATE OF IOWA, STORY COUNTY, ss:

This instrument was acknowledged before me on .20. by Mark D. Lowe

(SEAL)

Notary Public in and for said State of Iowa

Approved as to form:

Noel C. Hindt, Assistant Attorney General

By: _____
Assistant Attorney General

Prepared By/Return to: _____ of Iowa Department of Transportation, Property Management, 800 Lincoln Way, Ames, Iowa 50010 (515)239-
Address Tax Statements: Tax Exempt - Iowa Code Section 427.1(City or County and address)

**INTERGOVERNMENTAL AGREEMENT AND
TRANSFER OF JURISDICTION AND CONTROL OF CERTAIN LANDS
TO THE IOWA DEPARTMENT OF _____**

WHEREAS, under the provisions of Chapters 306, 306A, and 313, Sections 28E.3, 28E.4, and Chapter 306.27 of the code of Iowa, and in accord with the purposes of Section 138 of the Federal-Aid Highway Acts of 1968, this agreement is made by and between the Iowa Department of Transportation and the Iowa Department of _____, both acting for the State of Iowa.

WHEREAS, the State of Iowa acquired certain land in connection with the construction of (route number), and

WHEREAS, The property described within this conveyance was acquired for highway purposes as part of highway project _____. The specific highway purpose for these premises is the mitigation of wetland and/or other required environmental impacts created as a result of this highway project. As part of the process of securing necessary permits to proceed with the highway project, the Iowa Department of Transportation was required by the United States Army Corps of Engineers (Corps) and the Iowa Department of Natural Resources (IDNR) to implement mitigation procedures. The Corps 404 permit number _____ is on file with the Iowa Department of Transportation and the CORPS. The property remains subject to the requirement of said permit.

The Grantees, their heirs, assigns and successors in interest shall maintain the property as required by the Corps 404 permit and shall not attempt to utilize the premises described in this conveyance contrary to the terms, goals and intentions of the permit conditions issued by the Corps and the IDNR without the express written consent of these agencies.

Should Grantee elect to dispose of these premises in the future, Grantee acknowledges that these premises were acquired for highway purposes and therefore any future disposal shall be in accordance with the Iowa Code in regard to the disposal of highway right of way.

WHEREAS, this tract is not presently needed nor is it necessary for the improvement or maintenance of (route number), and

WHEREAS, the Iowa Department of (name of office) has requested that the jurisdiction and control over the tract be granted and transferred to said Iowa Department of (name of office) for (mitigation) concerning the permanent highway right of way acquisition,

WHEREAS, such a transfer of jurisdiction from the Iowa Department of Transportation to the Iowa Department of (name of office) will have the effect of preserving state owned land for a continued public use by another state agency, and

WHEREAS, it is understood and agreed that the Iowa Department of (name of office) shall maintain all drainage, drain tiles and erosion control and shall assume full future responsibility therefore, (and agrees any construction on the property will tie into the natural ground line at the new right of way line, 30.5 meters west of centerline),

WHEREAS, it is understood and agreed that should the Iowa Department of (name of office) transfer or convey said tract of land for any use other than currently contemplated, the Iowa Department of (name of office) will construct, at its expense and the Iowa Department of

Intergovernmental Agreement (B-12)

Transportation's specifications and location, the remaining right of way access control fence. This covenant shall run with the land and is binding on the successors or assigns of the Iowa Department of Public Safety.)

WHEREAS, it is the recommendation of the District **(number)** Office, with the concurrence of the Office of Right of Way, that this land be transferred to the jurisdiction and control of the Iowa Department of **(office name)** for the aforementioned use.

NOW, THEREFORE, BE IT RESOLVED, that with the Iowa Department of **(office name)** assumption of jurisdiction and perpetual control, use and maintenance of the following described tract, the Iowa Department of Transportation hereby grants, transfers, and relinquishes to the Iowa Department of **(office name)** the jurisdiction, perpetual control, and use of the tract of land described as follows:

***Insert Legal**

Signed this _____ day of _____, 20__.

Agency _____, Director
Iowa Department of _____

STATE OF IOWA, [REDACTED] COUNTY, §:

This instrument was acknowledged before me on _____, 20xx, by xxxx.

(SEAL)

Signed this _____ day of _____, 20__.

Martin J. Sankey, Director
Office of Right of Way
Iowa Department of Transportation

STATE OF IOWA, STORY COUNTY, §:

This instrument was acknowledged before me on _____, 20xx, by xxxx.

(SEAL)

(Sign in Ink)
Notary Public in and for said State of Iowa

Prepared By/Return to: of Iowa Department of Transportation, Property Management, 800 Lincoln Way, Ames, Iowa 50010 (515)239-1

**INTERGOVERNMENTAL AGREEMENT AND
TRANSFER OF JURISDICTION AND CONTROL OF CERTAIN LANDS
TO THE IOWA DEPARTMENT OF**

WHEREAS, under the provisions of Chapters 306, 306A, and 313, Sections 28E.3, 28E.4, and Chapter 306.27 of the code of Iowa, and in accord with the purposes of Section 138 of the Federal-Aid Highway Acts of 1968, this agreement is made by and between the Iowa Department of Transportation and the Iowa Department of _____, both acting for the State of Iowa.

WHEREAS, the State of Iowa acquired certain land in connection with the construction of (route number), and

WHEREAS, this tract is not presently needed nor is it necessary for the improvement or maintenance of (route number), and

WHEREAS, the Iowa Department of (name of office) has requested that the jurisdiction and control over the tract be granted and transferred to said Iowa Department of (name of office) for (mitigation) concerning the permanent highway right of way acquisition,

WHEREAS, such a transfer of jurisdiction from the Iowa Department of Transportation to the Iowa Department of (name of office) will have the effect of preserving state owned land for a continued public use by another state agency, and

WHEREAS, it is understood and agreed that the Iowa Department of (name of office) shall maintain all drainage, drain tiles and erosion control and shall assume full future responsibility therefore, (and agrees any construction on the property will tie into the natural ground line at the new right of way line, 30.5 meters west of centerline),

WHEREAS, it is understood and agreed that should the Iowa Department of (name of office) transfer or convey said tract of land for any use other than currently contemplated, the Iowa Department of (name of office) will construct, at its expense and the Iowa Department of Transportation's specifications and location, the remaining right of way access control fence. This covenant shall run with the land and is binding on the successors or assigns of the Iowa Department of Public Safety.)

WHEREAS, it is the recommendation of the District (number) Office, with the concurrence of the Office of Right of Way, that this land be transferred to the jurisdiction and control of the Iowa Department of (office name) for the aforementioned use.

NOW, THEREFORE, BE IT RESOLVED, that with the Iowa Department of (office name) assumption of jurisdiction and perpetual control, use and maintenance of the following described tract, the Iowa Department of Transportation hereby grants, transfers, and relinquishes to the Iowa Department of (office name) the jurisdiction, perpetual control, and use of the tract of land described as follows:

*Insert Legal

Intergovernmental Agreement (B-12)

Signed this _____ day of _____, 20__.

_____, Director
Iowa Department of DNR

STATE OF IOWA, _____ COUNTY, §:

This instrument was acknowledged before me on _____, 20xx, by xxxx.

(SEAL)

Signed this _____ day of _____, 20__.

Martin J. Sankey, Director
Office of Right of Way
Iowa Department of Transportation

STATE OF IOWA, STORY COUNTY, §:

This instrument was acknowledged before me on _____, 20xx, by xxxx.

(SEAL)

(Sign in Ink)
Notary Public in and for said State of Iowa

Mitigation Conveyance Request (B-13)

IOWA DEPARTMENT OF TRANSPORTATION

TO OFFICE: Right of Way – Property Management **DATE:** January 27, 2015
ATTENTION: Mike Jackson **REF.:** Marshall County
FROM: Jim Rost NHSN-330-2(47)--2R-64
OFFICE: Location and Environment
SUBJECT: **Mitigation Conveyance Request – Woods Family Farm Mitigation Site**

We request that the Office of Right of Way convey ownership of the Woods Family Farm Mitigation Site (hereafter “Woods Family Farm”) to **Marshall County**. The Marshall County Conservation Board (hereafter “BOARD”) has agreed to accept the site on behalf of the county and perform future management and maintenance activities on the site, including but not limited to noxious weed control, prescribed burning, site signage, access control, and structure maintenance.

As part of this transfer, we have executed a 28E Agreement (#2008-16-163) between the Iowa DOT and the BOARD (see attached). This agreement contains a description of the mitigation parcel to be conveyed, clarifies the responsibilities of each party, and contains language prohibiting any future development or land-use conversion of the mitigation site that may interfere with or be detrimental to the functions of the site’s wetlands.

Woods Family Farm is located in Marshall County in Section 21 and 22, T-84N R-18W, and is approximately 150 acres in size (see attached plat and legal description). The ROW Parcel Number that corresponds to this mitigation site is 5W; mitigation project number NHSN-030-5(225)--2R-64.

The entire 150 acre site shown on Exhibit B is to be considered as mitigation property. These limits are required by Corps of Engineers permit number **CEMVR-OD-P-2007-328**. Please insure that the conveyance expressly states that future land use conversion is prohibited.

If you have any questions, or require additional information please feel free to call me at 239-1798 or Mark Sloppy at 233-7862.

cc: S. Dockstader
 T. Gustafson
 M. Sankey
 D. Widick
 M. Sloppy

STAFF ACTION NO: 5-2008-0874

**WETLAND MITIGATION AGREEMENT
WITH MARSHALL COUNTY**

| | |
|---------------|-------------------------------|
| County | Marshall |
| Project No. | <u>NHSN-030-5(225)--2R-64</u> |
| Iowa DOT | |
| Agreement No. | <u>2008-16-163</u> |

This agreement is by and between the State of Iowa, Iowa Department of Transportation (hereafter "DOT") Highway Division and the Marshall County Conservation Board (hereafter "BOARD") in accordance with Iowa Code Section 28E.12 as follows:

1. To compensate for future impacts to wetlands and woodlands from the proposed improvements to U.S. 30 and U.S. 63 near the cities of Tama and Toledo [DOT project NHSX-030-6(61)--3H-86] and for wetland shortfalls from the Timmons Grove Mitigation Site [NHSN-330-2(81)--2R-64] and the Rice Grass Mitigation Site [NHSN-030-5(141)--2R-64], the DOT will restore, create, enhance, and preserve wetland conditions on approximately 65 acres at the Woods Family Farm Mitigation Site in Marshall County (Exhibit A). This acreage total includes approximately 12.2 acres of created and/or restored Palustrine Emergent Wetland; 11.1 acres of created and/or restored Palustrine Forested Wetland; 21.7 acres of preserved/enhanced NRCS certified Palustrine Emergent wetlands; and preserving at least 20 acres of existing Palustrine Forested Wetland.
2. The Woods Family Farm Mitigation Site has been authorized by Corps of Engineers Permit 2007-328. The DOT and Marshall County will work cooperatively to fulfill the conditions of the 404 permit. Because the Woods Family Farm site also serves as remediation for Timmons Grove and Rice Grass Mitigation Sites, Corps of Engineers Permits 402640 (Timmons Grove) and 271970 (Rice Grass) also apply to the Woods Family Farm Mitigation Site.
3. The DOT and BOARD will cooperate on the maintenance of this site in accordance with the following terms and conditions.

A. The DOT agrees to:

- (1) Transfer to the COUNTY title to Parcel 5W as shown on Exhibit B attached.

- (2) Insure the success of the mitigation wetland by performing any corrective measures deemed necessary by the DOT or the Army Corps of Engineers.
- (3) Maintain and/or repair the site in the event of catastrophic damage including but not limited to extraordinary soil siltation, severe scour erosion, etc.
- (4) Build, grade, and surface with 6" of gravel a parking lot (approximately 150' x 65') located at an area designated by the county.
- (5) Comply with and fulfill all conditions listed in Corps of Engineers Permits 2007-328, 2007-402640, and 2007-271970.
- (6) Monitor the wetland mitigation area for a period of at least five years and submit annual monitoring reports during this period. The DOT will fulfill all requirements related to monitoring for the above permits.

B. The BOARD agrees to:

- (1) Assume ownership of the site upon transfer of jurisdiction by the DOT and assume all routine maintenance and management of wetland, forested, and upland areas upon execution of this agreement.
- (2) Notify and obtain permission from the DOT, Corps of Engineers and Iowa DNR for construction activities at the site (e.g. trails, etc.). Site amenities may not decrease wetland or woodland acreages required by the above Corps of Engineers Permits.
- (3) Control noxious weeds within the mitigation site.
- (4) Maintain and manage the wetland, woodland, and adjoining natural areas in perpetuity.
- (5) Grant the DOT right of entry to the property at any time.
- (6) Grant the DOT the right to perform any corrective measures deemed necessary to meet 404/401 permit requirements at any time, including earthwork.
- (7) Notify the DOT in the event of catastrophic damage to the mitigation area.
- (8) Reimburse the DOT for expenses from design and construction of the parking lot listed in Section 3(A) (4) of this agreement. Design and construction costs are *estimated* to be \$16,305.00. The breakdown is as follows:

| | |
|--|-----------------|
| - Class C Gravel for surfacing | \$ 10,608 |
| - Sewer pipe Corrugated Metal Storm, 24" | \$ 3,000 |
| - Contingency | \$ 816 |
| - Design | <u>\$ 1,881</u> |
| - Total | \$ 16,305 |

(9) Install wood posts and cable or other fencing barrier around the parking lot.
Fencing should prevent vehicular traffic from entering the mitigation area.
Signage if desired will be the responsibility of the county.

(10) As desired, establish wildlife food plots, maintain recreation and access trails, construct and maintain hunting stands, erect signs, and construct and maintain access/parking areas on non-wetland areas within the site. In addition, it is understood and agreed that the Board retains the right to hunt, fish, and perform other similar types of non-destructive recreation on the site. Establishment and maintenance of any said food plots, trails, hunting stands, signs, access/parking facilities, or any other facilities shall not detract from the integrity of the wetland area, including buffer, and shall be acceptable to DOT and the regulatory agencies.

4. Future development or land use conversion of the mitigation site, woodland enhancement area, or any part thereof, for any purpose which may interfere with or be detrimental to wetland or woodland functions, is prohibited.

5. It is the intent of both parties that no third party beneficiaries be created by this Agreement.

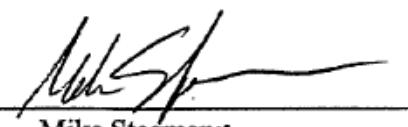
6. If any section, provision, or part of the Agreement shall be found to be invalid or unconstitutional, such judgment shall not affect the validity of the Agreement as a whole or any section, provision, or part thereof not found to be invalid or unconstitutional.

7. This Agreement may be executed in three counterparts, each of which so executed shall be deemed to be an original.

8. This Agreement as set forth in paragraphs 1 though 8 herein (inclusive) represents the entire Agreement between the BOARD and DOT. Any subsequent change or modification to the terms of this Agreement shall be in the form of a duly executed Addendum to this Agreement.

IN WITNESS WHEREOF, each of the parties hereto has executed Agreement No. 2008-16-163 as of the date shown opposite its signature below.

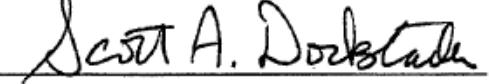
MARSHALL COUNTY CONSERVATION BOARD:

By: 
Mike Stegman

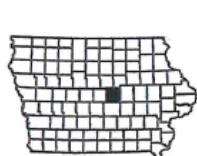
Director

Date May 13, 2008

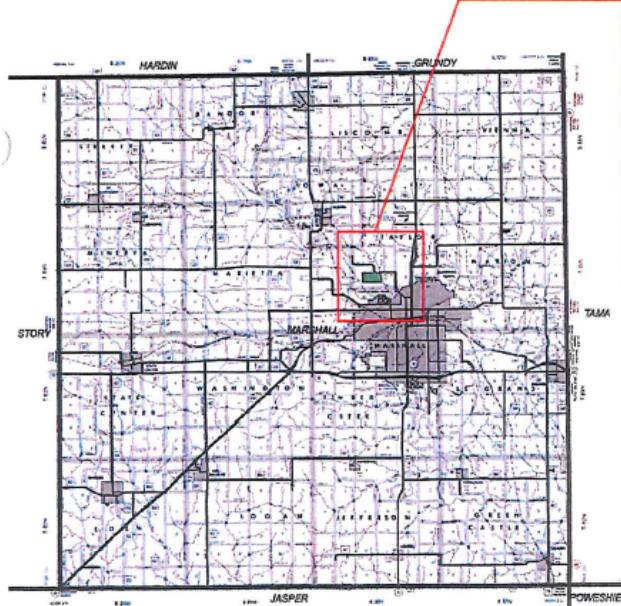
IOWA DEPARTMENT OF TRANSPORTATION:

By: 
Scott A. Dockstader
District Engineer
District 1

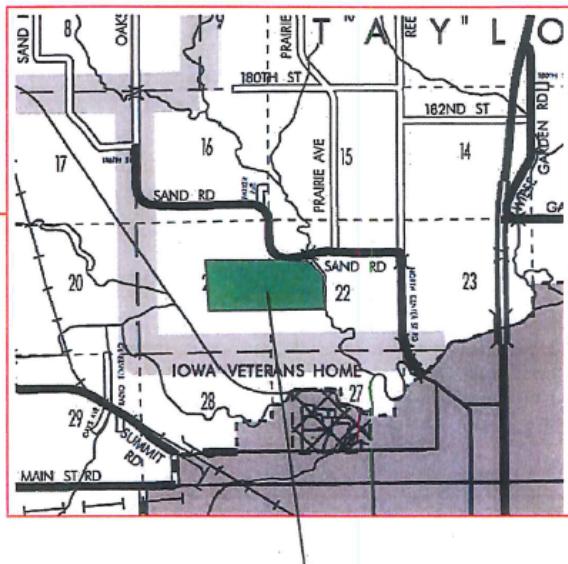
Date May 21, 2008



Marshall County, Iowa



**Location Map
for
Woods Family Farm Mitigation Site, Marshall County Iowa**



Woods Family Farm Mitigation Site
T84 N R18 W
Sec. 21, 22
Approximately 150 acres

0 0.5 1 2 Miles

Mitigation Conveyance Request (B-13)

WETLANDS MITIGATION
LAND DETERMINATION

RECORDED
CITY OF MARSHALL

COUNTY MARSHALL

ID NO. 21337 PROJECT NO. NHSH-330-2(47)-2R-64

PARCEL NO. SW

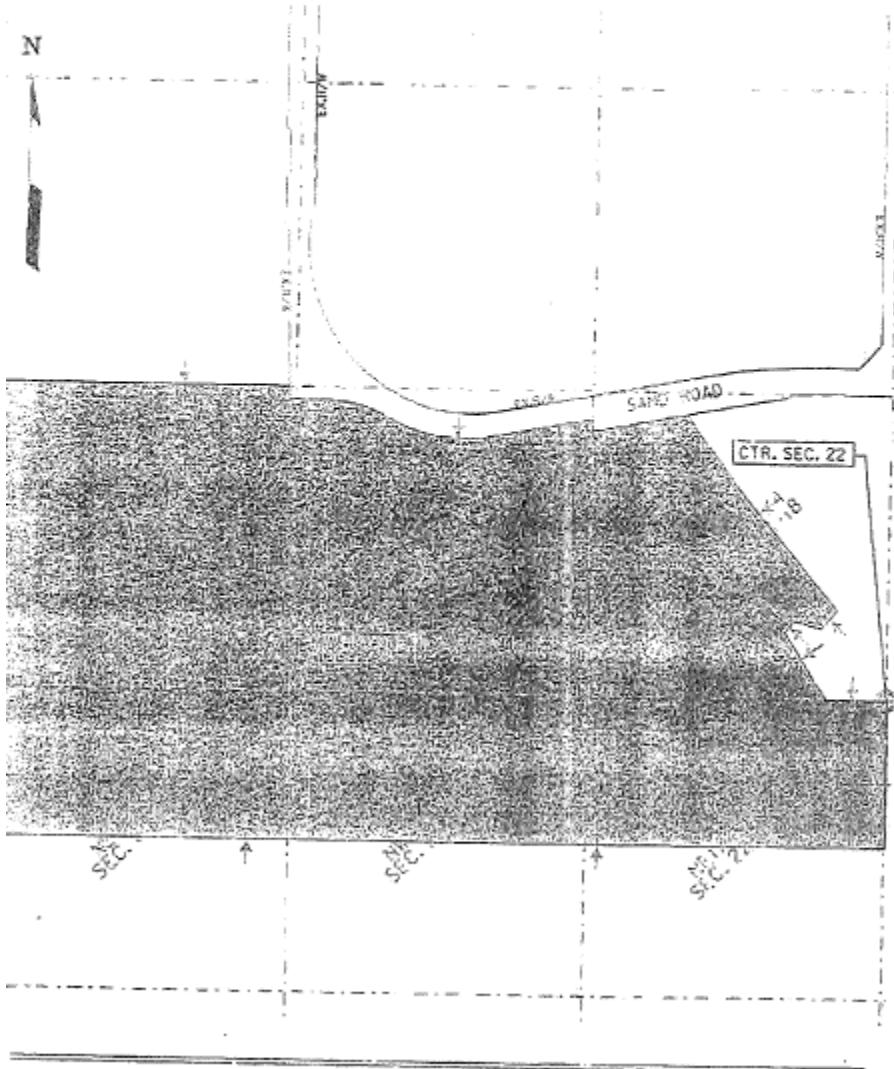
ACQUIRED FROM STEPHEN M., ROBERT E., & BARBARA E. WOOD

LOT ADDITION, TOWN

STA. + TO STA. +

SEC. 21 TWP. 84 RANGE 16

WETLANDS MITIGATION AREA 150. AC.



© PROPERTY MANAGEMENT

Mitigation Conveyance Request (B-13)

STATE OF IOWA, MARSHALL CO.
entered upon transfer books and for
recording this 11/00 day
of November 2000
John A. Smith - Legg
by er

John A. Smith - Legg
AUDITOR

ASSISTANT

Iowa Department of Transportation

Preparer Information: Treva T. Petersen, Office of Right of Way, 800 Lincoln Way, Ames, IA 50010, 515-239-1269
Address Tax Statements: Property Management Supervisor, Office of Right of Way, 800 Lincoln Way, Ames, IA 50010

REAL ESTATE TRANSFER
TAX PAID 170
STAMP #
\$352.80
SJK
RECORDED 11/20/00 64
DATE COUNTY

WARRANTY DEED

For the consideration of
—DOLLARS and other valuable consideration in hand paid by Iowa Department of Transportation, STEPHEN M. WOOD (also known as Stephen Marshall Wood) and SUSAN A. WOOD, his wife; ROBERT K. WOOD (also known as Robert Kemler Wood), a single person; and BARBARA E. WOOD (also known as Barbara Elizabeth Wood), a single person, do hereby convey to the STATE OF IOWA real estate in Marshall County, Iowa:

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

The North One-half of the Northeast Quarter of the Southeast Quarter of Section Twenty-one; the Southeast Quarter of the Northwest Quarter of Section Twenty-two, except Parcel "A" of said Southeast Quarter of the Northwest Quarter of Section Twenty-two, as described in Plat of Survey recorded in Micro File No. 9908323 of the records of the Recorder's Office of Marshall County, Iowa, and the North One-half of the North One-half of the Southwest Quarter, all of Section Twenty-two;

And

The Southeast Quarter of the Northeast Quarter of Section Twenty-one; and Lot Two of the Southwest Quarter of the Northwest Quarter of Section Twenty-two, except that portion of Parcel "A" located in said Lot Two of the Plat of Survey as recorded in Micro File No. 9503787 of the records of the Recorder's Office of Marshall County, Iowa,

All of the above in Township Eighty-four North, Range Eighteen West of the Fifth P.M., Marshall County, Iowa.

This deed is given in fulfillment of a certain contract dated October 2, 2000, and recorded in the Marshall County Recorder's Office on October 11, 2000, in Micro-file 9914494, except those terms that survive the execution of this document.

This land is being acquired for public purposes through eminent domain and a Declaration of Value is not required. Iowa Code Sec. 428A.1.

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 feminine or masculine gender, according to the context.

Form 634-077
8-75

IOWA DEPARTMENT OF TRANSPORTATION

RIGHT OF WAY PLAT
EXHIBIT "A"

STATE CONTROL NO. 11-00

COUNTY LEE PROJECT NO. F-61-1(5)-70-78

SECTION 6 TOWNSHIP 67N PARCEL NO. 47

ROW-FEE TOTAL AC, EASE 4W RANGE 4W

ACQUIRED FROM EVELYN D. HUMBURD AC, EXCESS-FEE AC

RECORDED DATE March 25, 1983
BOOK TLD 71 PAGE 625

CITY OF FORT
MADISON, IOWA

AVENUE "L" S. 61

36TH STREET

FAIRVIEW ADDITION

35TH STREET

AVENUE "N"

Part transferred to City of Fort Madison, Iowa; TJ-002-9(30)-2M-56 & TJ-61-4(16)-2M-56, Agreement Nos. 2014-TJ-001 & 2008-TJ-003 Quitclaim Deed Recorded 9/16/2014 BK 14N, PG 2167

Part conveyed to M. LEROY JOHNSON & JIM H. JOHNSON by Patent No. 3735 Recorded in Book 87N, Page 55B13

DATE DRAWN _____ SCALE _____

4M-6-2-42-7390

Example

RECORDED
DATE February 4, 1944
BOOK 65 PAGE 778

Iowa State Highway Commission
Form No. 476

Part Abandoned-
79-47
Also - Bk. 119 Pg. 793

PLAT OF PROPERTY
RIGHT-OF-WAY FOR PUBLIC HIGHWAY

Acquired from **PAULINE LOEFFELL**
(Name of owner must agree exactly with Name in which property stands of Record.)

Married or Single? _____
(Give full name of spouse)

Borrow Area _____ Acres.
R. O. W. Area 1938 Acres. Total Consideration \$2898.50 (Total)

Acquired by Easement Date of Contract Oct. 12, 1942
(Basement—Deed—Condemnation)

LOCATION
From CL Station 16 + 84.52 to CL Station 27 + 05.91
Section 25, Township 72-N, Range 44-W
Township (Civil) Platville, County of Mills, Iowa.
Sheet 1 of 2 sheets

Center
Sec. 25

EXCEPTION Abandonment
Filed 3/6/67
Bk 159, Pg 852-854

EXCEPTION Abandonment
Filed 1/25/78
Bk 119, Pg 793-794

Transferred to
Mills Co. in QCD
Filed 5/13/2015
Bk. 2015 Pg. 1092

MILLS
(County)

Project No. **FA-842-C(1)**

Example

RECORDED
DATE August 31, 1948
BOOK 65 PAGE 260

PLAT OF PROPERTY

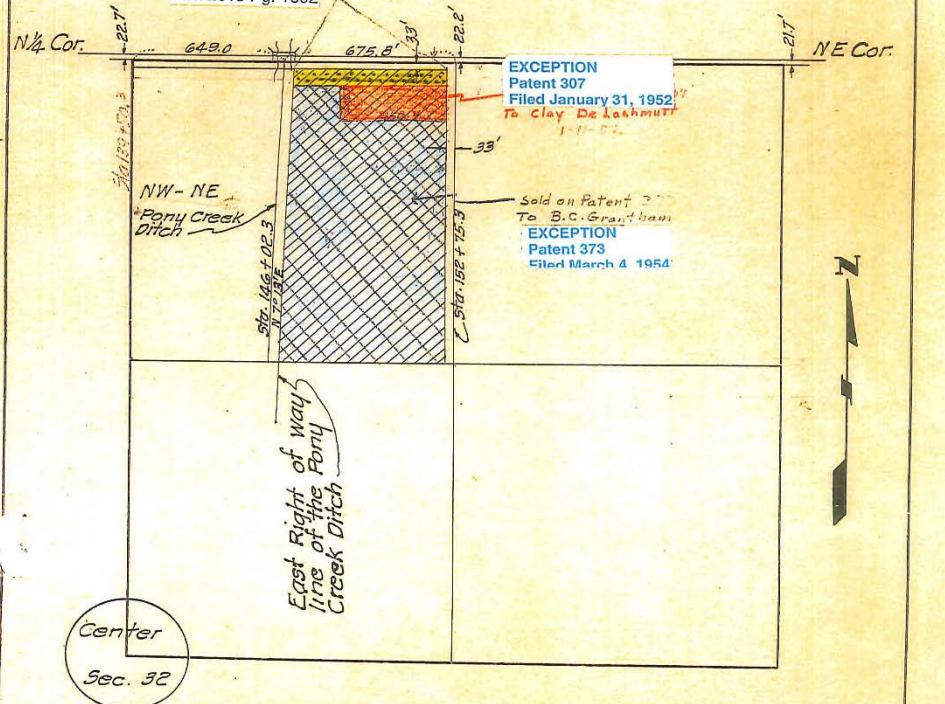
ACQUIRED FROM OTTO SCHULTZ, JOHN C.
SCHULTZ, THOMAS VRANA, H. L. REIMERS
AND HENRY ROSLUND, AS TRUSTEES

R.O.W. 18.5 ACRES CONSIDERATION \$ 3000.00
BORROW ACRES
ACQUIRED BY *Warranty Deed* CONTRACT DATED *April 4, 1946*

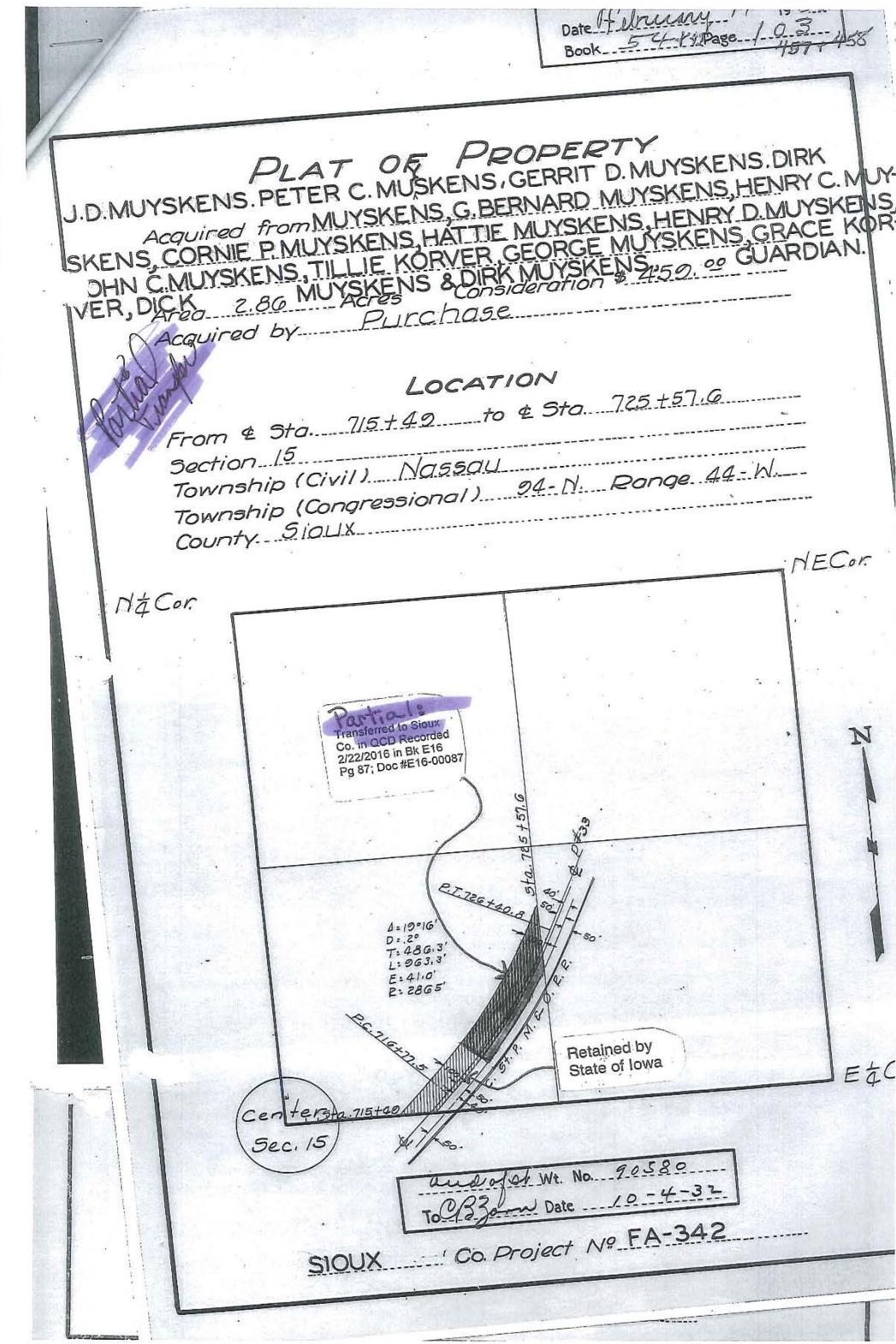
LOCATION

FROM $\&$ STA. 146 + 02.3 TO $\&$ STA. 152 + 75.3
SECTION 32 TWP. 72 N. RANGE 43 W.
CIVIL TWP. *Plattville* COUNTY *Mills* IOWA

Transferred to
Mills Co. in QCD
Filed 5/13/2015
Bk 2015 Pg. 1092



MILLS COUNTY PROJECT NO. FA-842



EASEMENT FOR PUBLIC HIGHWAY

Transferred to City of Pierson
 TJ-243-0(3)-2m.97
 Quit Claim Deed filed 11-1-1988
 ROLL 208 Image 989

Know All Men by These Presents:

TJ Sample

← in Red
 TOP LEFT when Room

That Emma Stearns and Spencer Stearns, her Husband

of Woodbury County, State of Iowa, in consideration of the sum of One hundred thirty-six and 80/100 (\$136.80) - - - - - DOLLARS in hand paid by Iowa State Highway Commission, do hereby sell and convey unto the STATE OF IOWA, for road purposes and for use as a Public Highway, the following described premises situated in the County of Woodbury, State of Iowa, to-wit:

That part of Lots 1, 2, 3, 4, 5 and 6 Block 10 of First Addition to the town of Pierson, Iowa, described as follows: Commencing at the NW corner of the NE 1/4 of Section 12, T. 59 N., R. 43 W.; thence East 314.5 feet along the section line to the point of beginning; thence East 182.26 feet along the section line; thence S 44°30' E 499.7 feet along the SW side of Front Street; thence S 45°30' W 10.0 feet; thence Northwesterly 517.67 feet along a 1096.0 foot radius curve concaved southerly and tangent at its point of beginning to a line having a bearing of N 44°30' W; thence N 44°30' W 126.8 feet along the NE right of way line of the Chicago and Northwestern Railroad to the point of beginning and containing 0.62 acres more or less exclusive of the present established highway. Note:- The bearing of the North line of the NW 1/4 of said Section 12-59-43 is taken as due East. and we hereby covenant with the said STATE OF IOWA that we are lawfully seized of said premises; that they are free from incumbrance; that we have good and lawful authority to sell and convey the same, and we do hereby covenant to warrant and defend the said premises against the lawful claims of all persons whomsoever, and the said

Spencer Stearns hereby relinquishes right of dower in and to the premises hereinbefore conveyed.

Signed this 21 day of November A. D. Nineteen Hundred and 35

Emma Stearns

Spencer Stearns

STATE OF IOWA, } ss.
Woodbury County, } ss.

On this 21 day of November A. D. 1985, before me C. A. Olson
 a Notary Public in and for Woodbury County, State of Iowa, personally
 appeared Emma Stearns + Spencer Stearns

to me known to be the persons named in and who executed the foregoing instrument, and acknowledged that they executed the same as their voluntary act and deed.

C. A. Olson
 Notary Public in and for said County.

Instructions: If there are any encumbrances fill out blank waivers on reverse side.