

March 2, 1970

SENATE FILE 1271

Passed on File

The Governor 3/10

By COMMITTEE ON HIGHER EDUCATION

Passed Senate, Date.....*3-9-70*..... Passed House, Date.....*4-3-70*.....

~~Passed Senate, Date.....*5-0-0*..... Passed House, Date.....*2-5-0*.....~~

Approved.....*April 13, 1970*.....

A BILL FOR

1 An Act to legalize and validate the proceedings of the board of
2 directors of Iowa central community college (merged area V)
3 and the Fort Dodge community school district, Fort Dodge,
4 Iowa, in regard to the transfer of buildings, real estate,
5 lease agreements, equipment, and books and the repayment of
6 operational costs for the college for the year 1966-67 and
7 to authorize and direct the board of directors of Fort Dodge
8 community school district to execute and deliver to Iowa
9 central community college (merged area V) a warranty deed
10 for the real estate involved, and to authorize and direct
11 said boards of directors to execute any and all other instru-
12 ments necessary to complete the transition agreement.

13 WHEREAS, the board of directors of Iowa central community
14 college (merged area V) for the counties of Webster, Hamilton,
15 Wright, Humboldt, Sac, Buena Vista, Pocahontas, Calhoun, and
16 Greene, State of Iowa, hereinafter referred to as "area V" and
17 the board of directors of the Fort Dodge community school dis-
18 trict, Fort Dodge, Iowa, hereinafter referred to as "Fort Dodge
19 schools" did on the 26th day of January, 1968, enter into an
20 agreement for an orderly transfer of the operation of the col-
21 lege and for the transfer of buildings, real estate, lease agree-
22 ments, equipment and books and the repayment of operational
23 costs for the college for the year 1966-1967 so that the college
24 could be operated by area V all as contemplated by chapter two
25 hundred eighty A (280A) of the 1966 Code of Iowa; and

1 WHEREAS, certain real estate consisting of 72.02 acres more
 2 or less was given to Fort Dodge schools by the Fort Dodge better-
 3 ment foundation on August 9, 1965, for use for college purposes;
 4 and

5 WHEREAS, Fort Dodge schools had obtained a bond issue for
 6 and had under construction on said real estate two classroom
 7 buildings and that area V agreed to pay to Fort Dodge schools
 8 the following amounts at the following times for the purchase
 9 of the buildings and the transfer of the real estate:

10 Fiscal Year	Amount	Date to be Paid
11 1966-67	\$ 68,959.00	Included in operational
12		costs for year 1966-67
13 1967-68	20,000.00	June 1, 1969
14 1968-69	72,154.50	June 1, 1969
15 1969-70	70,531.50	June 1, 1970
16 1970-71	74,260.50	June 1, 1971
17 1971-72	71,841.50	June 1, 1972
18 1972-73	59,300.52	June 1, 1873
19 1973-74	58,282.82	June 1, 1974
20 1974-75	62,205.77	June 1, 1975
21 1975-76	61,042.67	June 1, 1976
22 1976-77	59,879.57	June 1, 1977
23 1977-78	88,360.47	June 1, 1978
24 1978-79	86,325.05	June 1, 1979
25 1979-80	84,289.62	June 1, 1980
26 1980-81	82,219.10	June 1, 1981
27 1981-82	80,113.49	June 1, 1982
28 1982-83	78,007.88	June 1, 1983
29 1983-84	75,902.27	June 1, 1984
30 1984-85	78,697.22	June 1, 1985
31 1985-86	17,179.12	June 1, 1986
32	<u>\$1,349,552.57</u>	

33 WHEREAS, Fort Dodge schools transferred certain instructional
 34 equipment and library books valued at \$115,981.93 and that area
 35 V paid \$30,000.00 down and agreed to pay the same on the follow-

1 ing schedule:

2 Fiscal Year	Amount	Date to be Paid
3 1967-68	\$50,000.00	June 1, 1968
4 1968-69	7,196.39	June 1, 1969
5 1969-70	7,196.39	June 1, 1970
6 1970-71	7,196.39	June 1, 1971
7 1971-72	7,196.39	June 1, 1972
8 1972-73	7,196.37	June 1, 1973
9	<u>\$85,981.93</u>	

10 WHEREAS, area V operated the college during the year 1966-67
 11 with funds advanced by Fort Dodge schools, and the cost of said
 12 operation was in the sum of \$258,842.90 which area V agreed to
 13 pay on the following schedule:

14 Fiscal Year	Amount	Date to be Paid
15 1967-68	\$129,421.45	February 1, 1968
16 1968-69	25,884.29	February 1, 1969
17 1969-70	25,884.29	February 1, 1970
18 1970-71	25,884.29	February 1, 1971
19 1971-72	25,884.29	February 1, 1972
20 1972-73	25,884.29	February 1, 1973
21	<u>\$258,852.90</u>	

22 WHEREAS, area V has made all of the payments to date on each
 23 of said schedules and each of the boards of directors acted in
 24 reliance upon the provisions in the agreement of January 26,
 25 1968, and the meeting of the minds of the two boards in regard
 26 to the manner of giving effect to said provisions; and

27 WHEREAS, doubts have arisen as to the validity of the agreement
 28 of January 26, 1968, and as to the validity of the transfer of
 29 the 72.02 acres, more or less, by warranty deed to be executed
 30 and delivered by Fort Dodge schools to area V and it is deemed
 31 advisable to put such doubts to rest, and to confirm the actions
 32 of the boards and to authorize Fort Dodge schools to transfer
 33 said real estate to area V; NOW THEREFORE,

34 *Be it Enacted by the General Assembly of the State of Iowa:*

35 Section 1. All proceedings and actions of the area V board

1 of directors and the Fort Dodge schools board of directors in
2 regard to the transfer of buildings, real estate, lease agree-
3 ments, equipment and books and the repayment of operational
4 costs for the operational costs for the college for the year
5 1966-67 are hereby ratified, confirmed, legalized and validated
6 and the board of directors of the Fort Dodge schools is autho-
7 rized and directed to immediately and forthwith execute and
8 deliver a warranty deed to the following described premises to
9 wit:

10 Commencing at the West Quarter Corner (4-1/4 Cor.) of Section
11 30, Township 89 North, Range 28 West of the Fifth Principal
12 Meridian, Webster County, Iowa, thence South 89 degrees 36
13 minutes East 753 feet, along the north line of the Southwest
14 Quarter (SW-1/4) of said section, to the northeasterly corner of
15 the tract of land described by warranty deed filed under date
16 of December 7, 1969, in Book 99, page 147, Deed Record of
17 Webster County, Iowa; thence South 33 feet, along easterly
18 line of tract of land described by above referenced deed, to
19 the point of beginning; thence South 89 degrees 36 minutes East
20 330 feet, along south line of tract of land described by war-
21 ranty deed filed under date of August 19, 1964, in Book 115,
22 page 461, Deed Record of Webster County, Iowa; thence North 33
23 feet, along the east line of said tract of land (Book 115, page
24 461), to a point on the north line of the Southwest Quarter
25 (SW-1/4) of Section 30-89-28; thence South 89 degrees 36 minutes
26 East 2270.6 feet, along north line of South Half (S-1/2) of
27 Section 30-89-28, to the northwesterly corner of Lutheran Hos-
28 pital property, being the northwesterly corner of the five-acre
29 tract of land in the West Half of the Southeast Quarter (W-1/2-
30 SE-1/4) of Section 30-89-28, described by warranty deed filed un-
31 der date of March 12, 1931, in Book 39, page 171, Land Deed Rec-
32 ord of Webster County, Iowa; thence South 00 degrees 51 minutes
33 West 711.19 feet, along the westerly line (as marked by present
34 fence line) of said Lutheran Hospital property, to the northeast-
35 erly corner of Friendship Haven, Inc. property (Site 4) as described

1 by quit claim deed filed under date of September 23, 1964, in
2 Book 116, page 97, Deed Record of Webster County, Iowa; thence
3 South 89 degrees 09 minutes West 881.57 feet, along the northerly
4 line of said Friendship Haven, Inc. property (Site 4), to the
5 northwesterly corner thereof; thence South 00 degrees 51 minutes
6 East 400 feet, along the westerly line of said Friendship Haven,
7 Inc. property (Site 4), to the southwesterly corner thereof;
8 thence South 89 degrees 09 minutes West 1045.35 feet, along the
9 northerly line (and westerly extension thereof) of Friendship
10 Haven, Inc. property (Site 3) as described by quit claim deed
11 filed under date of February 27, 1961, in Book 102, page 565,
12 Deed Record of Webster County, Iowa; thence South 706.04 feet,
13 to the northeasterly corner of the intersection of 'E' Street
14 (now Tower Drive) and Avenue 'M', in the City of Fort Dodge,
15 Iowa; thence South 88 degrees 01 minute West 530.04 feet, along
16 the northerly line of said Avenue 'M', to a point on the easterly
17 line of property of Webster County Agricultural Association, as
18 described by quit claim deed, filed under date of August 20,
19 1965, in Book 120, page 169, Deed Record of Webster County,
20 Iowa; thence North 951 feet, along the easterly line of said
21 property of Webster County Agricultural Association, to the
22 northeasterly corner thereof; thence South 88 degrees 01 min-
23 utes West 621.85 feet, along the northerly line of property of
24 Webster County Agricultural Association as described by above
25 referenced deed and along northerly line of property of Webster
26 County Agricultural Association as described by quit claim deed
27 filed under date of October 20, 1948, in Book 50, page 525, Land
28 Deed Record of Webster County, Iowa, to a point on the easterly
29 line of the right of way of U.S. Highway No. 169, as shown by
30 Official plans for Project F-FG-422(3), said point being the
31 southeasterly corner of right of way (center line Station 1254 +
32 50.8) as described by warranty deed filed under date of May 26,
33 1959, in Book 97, page 257, Deed Record of Webster County, Iowa,
34 said point being, also, the northeasterly corner of right of way
35 as described by warranty deed filed under date of August 15, 1959,

1 in Book 98, page 105, Deed Record of Webster County, Iowa;
 2 thence North 141.71 feet (sometimes given as 149.2 feet), fol-
 3 lowing along said easterly line of the highway right of way;
 4 thence North 26 degrees 34 minutes West 11.8 feet, following
 5 along easterly line of highway right of way; thence North 160.15
 6 feet, following along easterly line of highway right of way, to
 7 the southwesterly corner of tract of land owned by First Covenant
 8 Church and described by warranty deed filed under date of
 9 December 7, 1959, in Book 99, page 147, Deed Record of Webster
 10 County, Iowa; thence East 532 feet, along southerly line of said
 11 property of First Covenant Church, to the southeasterly corner
 12 thereof; thence North 517.84 feet, along easterly line of First
 13 Covenant Church property, to the point of beginning, containing
 14 72.02 acres, more or less. Note: The west line of the South-
 15 west Quarter (SW- $\frac{1}{4}$) of Section 30-89-28 is assumed to bear
 16 due north and south.

17 To area V, with a reversionary clause in said deed providing
 18 that title to said real estate will revert back to Fort Dodge
 19 community school district, Fort Dodge, Iowa, in the event area
 20 V does not make the scheduled payments set out herein or in the
 21 event said property is no longer used for college purposes.

22 Sec. 2. This Act being deemed of immediate importance shall
 23 be in full force and effect from and after its final approval
 24 and publication in the Fort Dodge Messenger and Chronicle, a
 25 newspaper published at Fort Dodge, Iowa, and in The Daily Freeman-
 26 Journal, a newspaper published at Webster City, Iowa, all without
 27 expense to the state of Iowa.

EXPLANATION

This Act legalizes proceedings whereby merged area V and the Fort Dodge schools entered into and executed an agreement for the transfer of assets and liabilities, including real estate, from the Fort Dodge schools to area V.

*From the
 Publication
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