



# Memo

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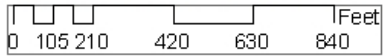
## Legal Department

TO: Mayor Ann H. Campbell and Members of the City Council  
FROM: Doug Marek, City Attorney  
RE: Real Estate Contract for Benson Parcel adjacent to McCarthy Lee Park  
DATE: February 23, 2012

At the December 13 City Council meeting the Council received a report and recommendation from the Parks and Recreation Commission to acquire two privately-held properties adjacent to Clear Creek that separate McCarthy Lee Park and Munn Woods. One property is owned by Martha Benson and is legally described as a separate parcel. The other property is owned by Michael Satterwhite and Carla Weiner, and it will need to be separately platted before it can be acquired. An aerial photograph with the two properties marked and labeled is attached.

The Council on December 13 authorized City staff to make offers to purchase the two parcels and to initiate other steps necessary to complete the transactions. The City's offer to purchase the 4.3 acre Benson parcel for \$28,000 has been accepted. The attached real estate contract has been signed by the property owner and memorializes that offer and acceptance.

Approval of the contract by the City Council will allow the transaction to proceed, with closing to be completed early next month. I therefore recommend that Council approve the agreement and authorize payment of the purchase price and closing costs from the Parkland Acquisition and Development Fund.



Acquire all Benson property  
Acquire all Satterwhite property north of Clear Creek

## REAL ESTATE CONTRACT

**IT IS AGREED** between Martha J. Benson, ("Seller") and the City of Ames, Iowa, ("Buyer") that Seller agrees to sell and Buyer agrees to buy real estate described as shown and described as "Parcel A" on the Retracement Plat of Survey, Instrument 2012-00001185 filed for record in Story County, Iowa February 3, 2012, a copy of which is attached hereto, with any easements and appurtenant servient estates, (the "Real Estate") upon the following terms:

1. **PRICE.** The total purchase price for the real estate is twenty-eight thousand dollars (\$28,000.00) and other valuable consideration, which Buyer shall pay to Seller at closing, or as directed by Seller. Seller shall execute a Declaration of Value along with this contract.

2. **ABSTRACT AND TITLE.** Seller shall promptly deliver to the Buyer, an abstract of title for the Real Estate continued to December 29, 2011, prepared pursuant to Iowa Code Sections 614.29 through 614.38, Iowa Land Title Association Abstracting Standards, and Iowa Land Title Examination Standards, of the Iowa State Bar Association. The abstract shall begin with the government patent to the property, and shall show merchantable title in the Seller. The cost of the continuance of an existing abstract shall be paid by the City The Seller shall pay all costs required to perfect its title to the Real Estate, and shall pay the costs of any additional abstracting and/or title work, due to acts or omissions of Seller, including transfers or deaths, or assignments.

3. **DEED.** On or before 60 days after the date of this contract, or at such date as the parties may mutually agree (the "Closing Date"), the Seller shall have completed its obligations under paragraph 2 and the Seller shall execute and deliver to the Buyer a Warranty Deed for the Real Estate, in recordable form (i.e., signed and acknowledged), conveying fee simple title to the Real Estate to the Buyer. The Deed shall be on the General Warranty Deed form approved by the Iowa State Bar Association.

4. **POSSESSION.** On and after the Closing Date, the Buyer shall be entitled to immediate possession of the Real Estate and to receipt of all rents and profits from the property due thereafter. The Seller shall, as of the Closing Date, assign all leases, to the extent they pertain to the Real Estate, to the Buyer.

5. **SPECIAL ASSESSMENTS.** Seller shall pay in full all assessments on the Real Estate that have been certified to the County Treasurer for collection before the Closing Date.

6. **TAXES.** Seller shall pay a pro-rata share of taxes pertaining to the Real Estate for the fiscal year (July 1 - June 30) on closing, and all prior unpaid taxes for prior years.

7. **ENVIRONMENTAL MATTERS.** Seller hereby represents and warrants to Buyer that there are no abandoned wells, agricultural drainage wells, solid waste disposal sites, or underground storage tanks (as defined in Iowa Code Chapter 455B) located in, on, or about the said Real Estate; and, that there are no known environmental problems pertaining to said Real Estate except for: \_\_\_\_\_ . A Groundwater Hazard Statement as required under Section 558.69 of the Code of Iowa shall be executed, along with this contract, by the Seller.

8. **CONTRACT BINDING ON SUCCESSORS IN INTEREST.** The document shall apply to and bind the heirs, executors, administrators, partners, assigns and successors in interest of the respective parties.

9. **INTENTION OF USE OF WORDS AND PHRASES.** Words and phrases contained herein, including the acknowledgment clause, shall be construed as in the singular and plural number, and as masculine, feminine or neuter gender, according to the context.

IN WITNESS WHEREOF, the Parties hereto have caused this contract to be executed effective the \_\_\_\_\_ day of February 2012.

**SELLER**

**BUYER**

MARTHA J. BENSON

CITY OF AMES, IOWA

Martha J. Benson  
Martha J. Benson

By: \_\_\_\_\_  
Ann H. Campbell, Mayor

<sup>NM Santa Fe</sup>  
STATE OF IOWA, STORY COUNTY, ss:  
This instrument was acknowledged  
before me on Feb 17, 2012  
by Martha J. Benson.

Attest by: \_\_\_\_\_  
Diane R. Voss, City Clerk

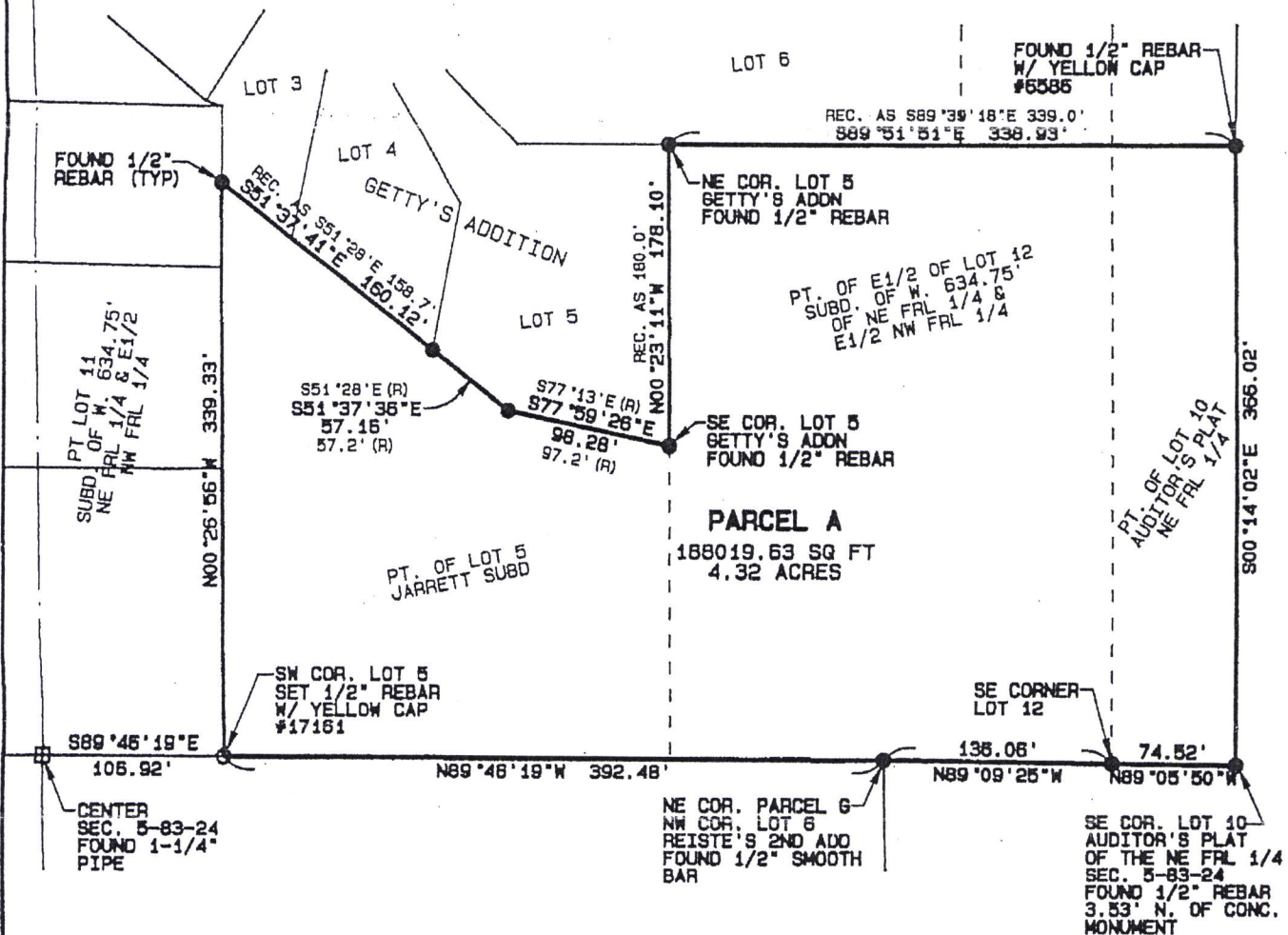
Ruby Amontoya  
Notary Public in and for the State of New Mexico

Instrument: 2012- 00001185  
 Date: Feb 03:2012 01:24:48P  
 Rec Fee: 5.00 E-Com Fee: 1.00  
 Aud Fee: .00 Trans Tax: .00  
 Rec Management Fee: 1.00  
 Non-Standard Page Fee: .00  
 Filed for record in Story County, Iowa  
 Susan L. Vande Kamp, County Recorder

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R. BRADLEY STUMBO P.O. BOX 1664 AMES, IOWA 50010 515-233-3689

RETRACEMENT PLAT OF SURVEY



Survey Description-Parcel 'A':  
 Part of Lot 10 in the Auditor's Plat of the Northeast Fractional Quarter, except the West 634.75 feet thereof and except College Wood Heights and except Scott Place Addition, part of Lot 5 in Jarrett Subdivision of the West 254 feet of Lot 12, and part of the East Half of said Lot 12 in the Subdivision of the West 634.75 feet of the Northeast Fractional Quarter and part of the East Half of the Northwest Fractional Quarter, all in Section 5, Township 83 North, Range 24 West of the 5th P.M., City of Ames, Story County, Iowa, and all together being more particularly described as follows: Beginning at the Southwest Corner of said Lot 5; thence N00°26'56"W, 339.33 feet along the West line thereof to the Southerly line of Getty's Addition to Ames, Story County, Iowa; thence following said line S51°37'41"E, 160.12 feet; thence S51°37'36"E, 57.16 feet; thence S77°59'26"E, 98.28 feet to the Southeast Corner of Lot 5 in said Getty's Addition, said point also being on the West line of said Lot 12; thence N00°23'11"W, 178.10 feet to the Northeast Corner of said Lot 5 in Getty's Addition; thence S89°51'51"E, 338.93 feet along the South line of Lot 6 in said Getty's Addition and said line extended East to its intersection with the East line of said Lot 10; thence S00°14'02"E, 366.02 feet to the Southeast Corner of said Lot 10; thence N89°05'50"W, 74.52 feet to the Southwest Corner of said Lot 10; thence N89°09'25"W, 136.06 feet to the Northwest Corner of Lot 6 in Reiste's 2nd Addition to Ames, Story County, Iowa; thence N89°46'19"W, 392.48 feet along the South line of said Lot 12 and Lot 5 in Jarrett Subdivision to the point of beginning, containing 4.32 acres.