

COUNCIL ACTION FORM

SUBJECT: PURCHASE AGREEMENT FOR LAND FOR THE NORTH RIVER VALLEY WELL FIELD & PIPELINE PROJECT

BACKGROUND:

The Ames Water Treatment Plant relies on a network of 22 potable supply wells as the source of drinking water for the community. As old wells fail and need to be replaced and as demand for treated water increases, additional wells must be drilled.

The location for a new well field has been chosen using a detailed ground water hydraulic model. The new wells are proposed to be constructed on land north of East 13th Street and east of the Skunk River. Development of the proposed well field will consist of an interconnecting pipeline and three new wells, each with a capacity of 1,000 gallons per minute. The planned new well field will add an estimated 2.6 million gallons per day (mgd) of raw water that will be delivered to the City's Water Treatment Plant.

The 2016-17 Capital Improvements Plan outlines the multi-year budget that includes \$518,000 for design/engineering and purchase of easements for the project. The total budget for the project is \$5,561,000.

The selected pipeline route allows the entire pipeline to be constructed on City property. As for the wells, two of the proposed locations are located on City property and one well required land to be acquired. While not essential, staff is additionally working on a temporary construction easement on another parcel to facilitate construction of the pipeline.

During preliminary design, it was discovered that the access to the new well field and the existing city park is owned by the property owner across Stagecoach Road. City staff thought it prudent to determine if the City could purchase the parcel that the City has been historically using as an entrance. City staff approached the owners David Hade and Delores Jespersen and they indicated they would be willing to subdivide their parcel and sell the City the portion on the east side of the road. During further negotiations, the property owner asked for the City to acquire the entire portion under the road and would sell it at no additional cost.

With the assistance of the City's right of way agent, a compensation estimate was completed. This was done in lieu of a formal appraisal because of the small amount of land needed. The total amount of acres being purchased is 1.09 acres (0.2 acres land by fee title and 0.89 acres underlying fee title). **An offer of \$5,200 was proposed to the property owners and they have approved the purchase agreement.**

Previously on July 10, 2018, the Council approved the purchase of land for the third well of this new well field. No other permanent land acquisition is needed for the project to move forward. The temporary construction easement is still being finalized. Staff anticipates being ready for bidding later this fall so it is important to continue the process of acquiring the land needed for the new well field.

ALTERNATIVES:

1. Approve the purchase agreement and acquire 1.09 acres from David Hade and Delores Jespersen in the amount of \$5,200 for the construction of the North River Valley Well Field and Pipeline Project.
2. Direct staff to continue negotiating with the property owner at a lower price per acre for the necessary land for the project.
3. In lieu of purchasing the parcel, negotiate an access agreement with the property owners.

MANAGER'S RECOMMENDED ACTION:

In order to preserve and increase source water capacity as existing wells continue to age and become less effective, new wells need to be constructed. While this parcel has been used for years to access City park land, staff feels that the increased use due to construction and ongoing maintenance of the new wells warrants acquiring the property. Staff has made a good faith effort to negotiate with the property owner and has reached a mutually agreeable price for the land. Therefore, it is the recommendation of the City Manager that the City Council adopt Alternative No. 1 as described above.



City of Ames, IA, Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community

Hade/Jespersen Parcel Acquisition



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Date: 9/19/2018



NORTH

1 inch = 94 feet

Return to and Prepared by: Ryan K. Gurwell, A & R Land Services, 1609 Golden Aspen Dr., Suite 104, Ames, IA 50010 (515) 337-1197

PURCHASE AGREEMENT

PARCEL NO. 2 COUNTY Story
PROJECT North River Valley Well Site Project CITY Ames, IA

SELLER: David Hade and Delora Jespersen Hade, husband and wife, as joint tenants with full rights of survivorship and not as tenants in common

THIS AGREEMENT made and entered into this 8th day of September, 2018 by and between Seller and the **CITY OF AMES, IOWA**, Buyer.

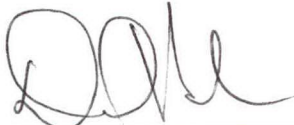
- 1a. SELLER AGREES to sell and furnish to Buyer a conveyance document, on form(s) furnished by Buyer, and Buyer agrees to buy the following real estate, hereinafter referred to as the premises, situated in parts of the following:
Part of Parcel "F" on the Plat of Survey of Robert L. Stumbo, Jr., Land Surveyor, that is dated June 28, 1999, and recorded in the office of the Story County Recorder on June 29, 1999, at 11:42 a.m. as Instrument Number 99-08598 and can be found in Slide 28 at pages 4 and 5 in said office of the records of Story County, Iowa,
County of Story, State of Iowa, and more particularly described on Pages 4-5, including the following buildings, improvements and other property:
All land, trees, shrubs, landscaping and surfacing attached to the premises sought and described herein.
- 2. Possession of the premises is the essence of this agreement and Buyer may enter and assume full use and enjoyment of the premises per the terms of this agreement. SELLER GRANTS Buyer the immediate right to enter the premises for the purpose of gathering survey and soil data. SELLER MAY surrender possession of the premises or building or improvement or any part thereof prior to the time at which he has hereinafter agreed to do so, and agrees to give Buyer ten (10) days notice of Seller's intention to do so by calling Buyer collect.
- 3. Buyer agrees to pay and SELLER AGREES to grant the right of possession, convey title and surrender physical possession of the premises as shown on or before the dates listed below.


| <u>PAYMENT AMOUNT</u> | <u>AGREED PERFORMANCE</u> | <u>DATE OF PERFORMANCE</u> |
|-----------------------|------------------------------|-------------------------------------|
| \$ _____ | on conveyance of title | _____ |
| \$ _____ | on surrender of possession | _____ |
| \$ <u>5,200.00</u> | on possession and conveyance | <u>60 days after Buyer approval</u> |
| \$ <u>5,200.00</u> | TOTAL LUMP SUM | |

| <u>Breakdown</u> | <u>Ac./Sq.Ft.</u> | |
|----------------------|-------------------|--------------------------------|
| Land by Fee Title | <u>0.20</u> | acres Fence: _____ rods woven |
| Underlying Fee Title | <u>0.89</u> | acres Fence: _____ rods barbed |
| Permanent Easement | _____ | acres |
| Temporary Easement | _____ | acres |

4. SELLER WARRANTS that there are no tenants on the premises holding under lease except: **None**.
5. This agreement shall apply to and bind the legal successors in interest of the Seller and SELLER AGREES to pay all liens and assessments against the premises, including all taxes and special assessments payable until surrender of possession as required by the Code of Iowa, and agrees to warrant good and sufficient title. Names and addresses of lienholders are:
None
6. Buyer may include mortgagees, lienholders, encumbrancers and taxing authorities as payees on warrants issued in payment of this agreement. In addition to the Total Lump Sum, Buyer agrees to pay \$150.00 for the cost of adding title documents required by this transaction to Seller's abstract of title.
7. If Seller holds title to the premises in joint tenancy with full rights of survivorship and not as tenants in common at the time of this agreement, Buyer will pay any remaining proceeds to the survivor of that joint tenancy and will accept title solely from that survivor, provided the joint tenancy has not been destroyed by operation of law or acts of Seller.
8. These premises are being acquired for public purposes and this transfer is exempt from the requirements for the filing of a Declaration of Value by the Code of Iowa.
9. Buyer hereby gives notice of Seller's five-year right to renegotiate construction or maintenance damages not apparent at the time of the signing of this agreement as required by the Code of Iowa, Section 6B.52.
10. This written agreement constitutes the entire agreement between Buyer and Seller and there is no agreement to do or not to do any act or deed except as specifically provided for herein.
11. Seller states and warrants that, to the best of Seller's knowledge, there is no burial site, well, solid waste disposal site, hazardous substance, nor underground storage tank on the premises described and sought herein.

SELLER'S SIGNATURE AND CLAIMANT'S CERTIFICATION: Upon due approval and execution by the Buyer, we the undersigned claimants certify the Total Lump Sum payment shown herein is just and unpaid.

X 
David Hade

X 
Delora Jespersen Hade

2320 Stagecoach Rd.

Ames, IA 50010
(Mailing Address)

(NOTARY PUBLIC: PLEASE COMPLETE LEFT AND RIGHT SIDES)

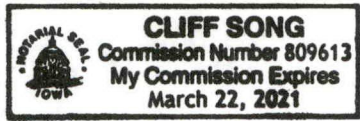
SELLER'S ALL-PURPOSE ACKNOWLEDGMENT

STATE OF IOWA }
COUNTY OF STORY } ss:

On this 28th day of August, A.D. 2018, before me, the undersigned, a Notary Public in and for said State, personally appeared **David Hade and Delora Jespersen Hade, husband and wife,**

to me personally known
or proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within record and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the record the person(s), or the entity upon behalf of which the person(s) acted, executed the record.

 (Sign in Ink)
Signature of Notary Public



BUYER'S ACKNOWLEDGMENT

STATE OF IOWA,
COUNTY OF STORY, ss:

On this - day of -, 20-, before me, the undersigned, personally appeared John A. Haila, known to me to be the Mayor, and Diane Voss, known to me to be the City Clerk, of Buyer and who did say that said record was signed on behalf of Buyer by its authority duly recorded in its minutes, and said acknowledged the execution of said record, which signature appears hereon, to be the voluntary act and deed of Buyer and by it voluntarily executed.

Signature of Notary Public

BUYER'S APPROVAL

BY 
Recommended by: Ryan K. Gurwell, Project Manager

Date: 9/8/18

CAPACITY CLAIMED BY SIGNER:

- INDIVIDUAL
- CORPORATE
- Title(s) of Corporate Officer(s): _____
- Corporate Seal is affixed
- No Corporate Seal procured
- PARTNER(s):
 - Limited Partnership
 - General Partnership
- ATTORNEY-IN-FACT
- EXECUTOR(s) or TRUSTEE(s)
- GUARDIAN(s) or CONSERVATOR(s)
- OTHER:

SIGNER IS REPRESENTING:

List name(s) of entity (ies) or person(s)

ACQUISITION PLAT

Instrument #: 2017-01511

02/17/2017 01:01:09 PM Total Pages: 1

00 OTHER

Recording Fee: \$ 7.00
 Stacie Herridge, Recorder, Story County Iowa

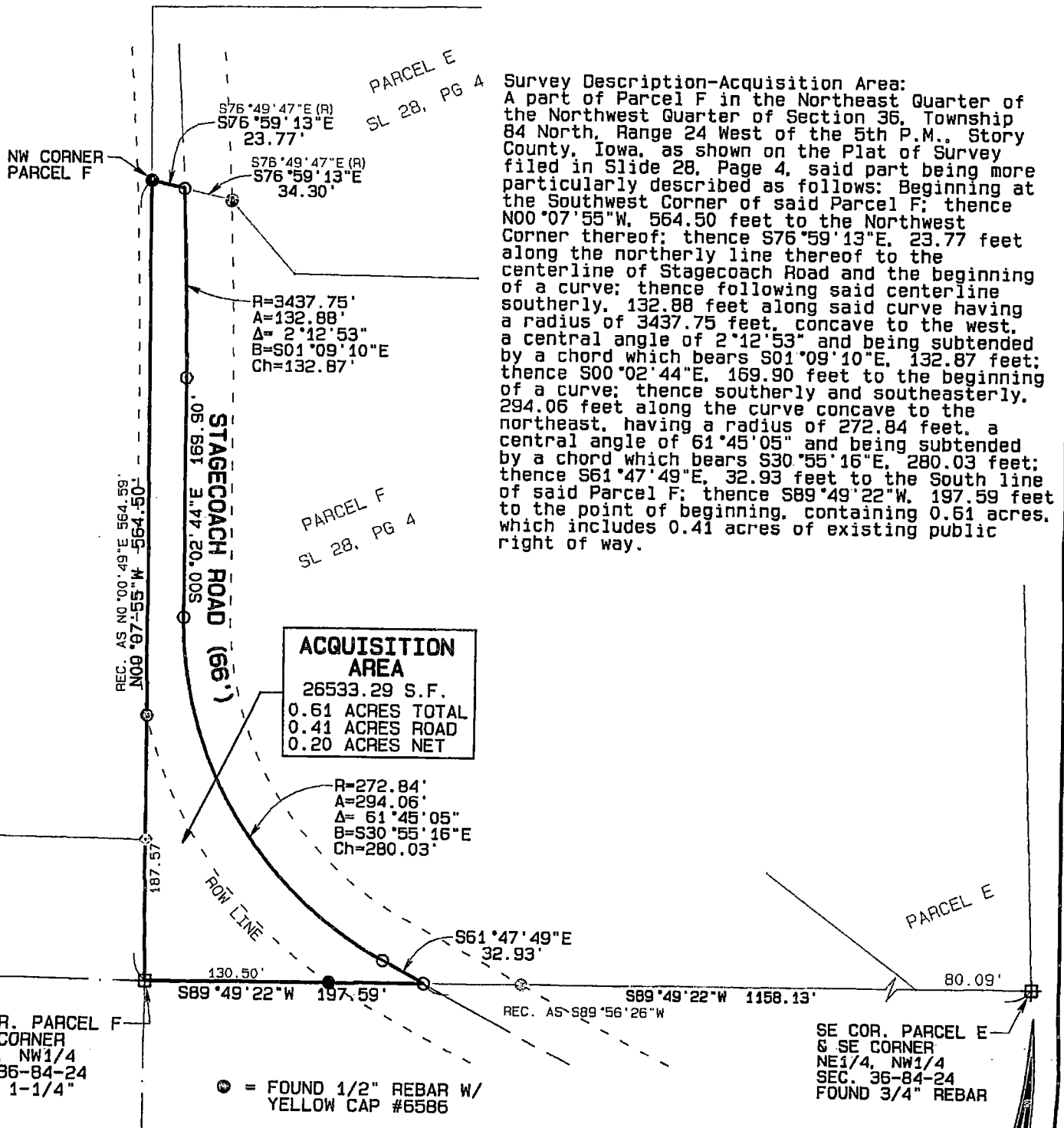


LOCATION: IN THE NE1/4, NW1/4, SEC. 36-84-24
 STORY COUNTY, IOWA

PROPRIETORS: DAVID HADE & DELORA JESPERSEN

REQUESTED BY: NEIL WEISS, CITY OF AMES
 FOR ACCESS TO PUBLIC INFRASTRUCTURE

SURVEYOR: R. BRADLEY STUMBO, PLS #17161
 STUMBO & ASSOCIATES LAND SURVEYING
 P.O. BOX 1664
 AMES, IA 50010
 515-233-3689



ACQUISITION PLAT

LOCATION: IN THE NE1/4, NW1/4, SEC. 36-84-24
STORY COUNTY, IOWA

PROPRIETORS: DAVID HADE & DELORA JESPERSEN

REQUESTED BY: NEIL WEISS, CITY OF AMES
FOR ACCESS TO PUBLIC INFRASTRUCTURE

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STUMBO & ASSOCIATES LAND SURVEYING
P.O. BOX 1664
AMES, IA 50010
515-233-3689

Instrument #: 2018-07008
08/01/2018 09:23:41 AM Total Pages: 1
SURV SURVEYS AND PLATS
Recording Fee: \$ 7.00
Stacie Herridge, Recorder, Story County Iowa

Slide 612 Page 4

Survey Description-Acquisition Area:
A part of Parcel F in the Northeast Quarter of the Northwest Quarter of Section 36, Township 84 North, Range 24 West of the 5th P.M., Story County, Iowa, as shown on the Plat of Survey filed in Slide 28, Page 4, said part being more particularly described as follows: Commencing at the Southwest Corner of said Parcel F; thence N89°49'22"E, 197.59 feet along the south line of said Parcel F to its intersection with the center line of Stagecoach Road and the point of beginning; thence following said center line N61°47'49"W, 32.93 feet to the beginning of a curve; thence northwesterly, 294.06 feet along said curve concave to the northeast, having a radius of 272.84 feet, a central angle of 61°45'05" and being subtended by a chord which bears N30°55'16"W, 280.03 feet; thence N00°02'44"W, 169.90 feet to the beginning of a curve; thence northerly, 132.88 feet along said curve concave to the west, having a radius of 3437.75 feet, a central angle of 2°12'53" and being subtended by a chord which bears N01°09'10"W, 132.87 feet to the north line of said Parcel F; thence S76°59'13"E, 34.20 feet along said line to the easterly right of way line of Stagecoach Road and the beginning of a curve; thence southerly, 125.14 feet along said curve having a radius of 3470.75 feet, concave to the west, a central angle of 2°03'57" and being subtended by a chord which bears S01°04'42"E, 125.14 feet; thence S00°02'44"E, 169.90 feet to the beginning of a curve; thence southeasterly, 258.49 feet along said curve concave to the northeast, having a radius of 239.84 feet, a central angle of 61°45'05" and being subtended by a chord which bears S30°55'16"E, 246.16 feet; thence S61°47'49"E, 94.01 feet to the south line of said Parcel F; thence S89°49'22"W, 69.43 feet along said line to the point of beginning, containing 0.48 acres.

