

COUNCIL ACTION FORM**SUBJECT: SOUTH GRAND AVENUE EXTENSION PROJECT – LEASEHOLD INTEREST ACQUISITION****BACKGROUND:**

As you will recall, because of a favorable ruling last week, the City was able to acquire the land for South Grand Ave./S. 5th Extension Project from the Randall and Walter parcels at an amount offered by the City. **This item deals with a second issue, the acquisition of the leasehold interest from Legacy Golf Associates, Inc., related to this road extension project.** Legacy Golf Associates is the tenant on properties owned by Scott E. Randall and Jane S. Randall; the Marvin J. Walter Generation-Skipping Trust; and Iowa State University. **Negotiations have been completed on the leasehold interest, with a voluntary settlement and total lump sum compensation being \$103,400.** This payment is in recognition of the following damages:

(a) For relocation or reconstruction of tee boxes (Hole 8) and cart path relocation (Hole 14):	\$78,000
(b) For diminution from temporary easements:	\$1,400
(c) For replacement landscaping and sod farm:	\$24,000
TOTAL	\$103,400

In addition to the lump sum payment, the following design elements for the roadway project will be addressed by the City (this is not a complete list; see attachment for the specific obligations outlined in the purchase agreement):

1. The City agrees to repair or relocate any drain tiles as needed for the construction project at no expense to the seller.
2. The City agrees to install a conduit under the future street right-of-way for irrigation lines running between the east and west remnant parcels.
3. The City agrees to construct and pave a driveway apron and provide a driveway for vehicular traffic running generally southwesterly to the Randall west remnant parcel.
4. For safety reasons, the City intends that Coldwater Golf Links staff and patrons will not cross the travelled portion of South Grand Avenue. Therefore, the City will construct a lighted culvert under the future South Grand Avenue to accommodate golf course operations. During construction, the City will ensure access between the Randall east and west remnant parcels. If the culvert has not been opened during normal season (April through October), a temporary path will be provided to connect existing cart paths.

5. The City will install native grasses, shrubs, and trees to blend with and be consistent with the current landscaping in accordance with bid documents.
6. The City will install a six-foot chain link fence for approximately 2,600 feet along the length of the ROW, except for openings at bridges and box culvert.

The Grand Avenue Extension project included in the Capital Improvements Plan (CIP) identifies funding from FY 2017/18 and continuing through FY 2019/20. Funding includes \$9,700,000 in G.O. Bonds, \$4,300,000 in MPO/STP Funds, and \$3,450,000 in Federal/State Grant Funds. Construction is anticipated to commence in FY 2019/20.

ALTERNATIVES:

1. Adopt a resolution approving Leasehold Purchase Agreement with Legacy Golf Associates, Inc. for South Grand Avenue Extension project in the amount of \$103,400.
2. Reject the purchase agreement.

CITY MANAGER'S RECOMMENDED ACTION:

Approval of this agreement with Legacy Golf Associates, Inc. must happen before moving forward with winter bidding of this project. Delay or rejection of this purchase agreement could require the redesign of the entire South Grand Avenue project.

Therefore, it is the recommendation of the City Manager that the City Council adopt Alternative No. 1, as noted above.

LEASEHOLD PURCHASE AGREEMENT

PARCEL NO. 17 COUNTY Story
PROJECT: South Grand Avenue Extension CITY Ames, IA
SELLER: Legacy Golf Associates, Inc.

THIS AGREEMENT made and entered into this 30th day of September, 2019, by and between Seller and the CITY OF AMES, IOWA, Buyer.

1a. BUYER AGREES to buy and SELLER HEREBY CONVEYS Seller's leasehold interest in the following real estate, hereinafter referred to as the premises, situated in parts of the following:
Part of Outlot C of Grand Aspen Subdivision Second Addition, City of Ames (Randall); part of Parcel "V" of the Northeast Quarter of the Southeast Quarter (NE¼ SE¼) in Section Ten (10) and the Northwest Quarter of the Southwest Quarter (NW¼ SW¼) in Section Eleven (11), all in Township Eighty-three (83) North, Range Twenty-four (24) West of the 5th P.M., City of Ames, Story County, Iowa, as shown on the Plat of Survey filed in the office of the Recorder of Story County, Iowa, on June 25, 2001, as Instrument Number 01-08198, in Slide 99 at Page 2 (Walter); and part of Parcel "W", Plat of Survey, in Inst. No. 01-08199 recorded in the Story County Recorder's office now in and forming a part of the City of Ames, Story County, Iowa (Iowa State University),

County of Story, State of Iowa, consisting of that portion of the above-referenced real estate being acquired from the landowners by the Buyer for the South Grand Avenue Extension Project, including the following buildings, improvements and other property: All land, trees, shrubs, landscaping and surfacing attached to the premises sought and described herein.

1b. The premises also include all estates, rights, title and interests and any leasehold, including all easements, and all advertising devices and the right to erect such devices as are located thereon. SELLER CONSENTS to any change of grade of the roadway and accepts payment under this agreement for any and all damages arising therefrom.

Seller is tenant on the property of: **Scott E. Randall and Jane S. Randall, husband and wife; the Marvin J. Walter Generation-Skipping Trust; and Iowa State University.**

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 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 to SELLER **\$103,400.00** on or before **60 DAYS AFTER BUYER APPROVAL**. SELLER AGREES to surrender physical possession of the premises on or before **SURRENDER OF POSSESSION BY OWNER**. Buyer may include mortgagees, lienholders, encumbrancers and taxing authorities as payees on warrants as agreement payment.

4. 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.

5. **Project Design Elements** – In order to induce the Seller to sell the property, Buyer warrants and agrees that certain design elements or other amenities described hereinafter have been or will be incorporated into the plans and specifications for the construction of the Project and that the duties described hereinafter shall survive the closing and settlement of this agreement:

(a) Buyer agrees that any drain tiles that are located within the premises and are damaged or require relocation by roadway construction shall be repaired or relocated at no expense to Seller.

(b) Buyer shall install a conduit under the future street right-of-way for irrigation lines running between the east and west remnant parcels. Seller will assist Buyer in locating existing irrigation lines.

(c) Seller's rights of access to the remnant parcels is coextensive with the rights of Seller's landlords. The access location is permanent and unrestricted, subject to applicable laws. It is understood and agreed that, centered approximately at Sta. 112+00, Buyer will construct and pave a driveway apron and provide a driveway with a grade and width suitable for vehicular traffic running generally southwesterly to the Randall west remnant parcel and consisting of compacted fill dirt, as shown on the attached exhibit.

PARCEL NO. 17 COUNTY Story
 PROJECT: South Grand Avenue Extension CITY Ames, IA

(d) For safety reasons, Buyer intends that Coldwater Golf Links staff and patrons will not cross the travelled portion of South Grand Avenue. Buyer will construct a lighted culvert under the future South Grand Avenue with dimensions of 10 feet in height and 16 feet in width to accommodate golf course operations. With exception of the size modifications described herein, Buyer will construct the lighted culvert substantially in accordance with the check plans and specifications of the bid documents dated August 21, 2018.

(e) During construction Buyer shall ensure that there is access for Seller and Seller's patrons and staff between the Randall east and west remnant parcels. If the lighted culvert has not been opened during Tenant's normal season (April through October), a temporary fenced path constructed of impermeable materials shall be provided to connect existing cart paths. Buyer will make reasonable efforts, time and weather permitting, to: (i) open the lighted culvert for safe east-west access at its earliest opportunity; and (ii) to provide notice to Seller in advance of times when east-west access will be restricted or unavailable.

(f) Buyer will erect and maintain construction fencing during the construction of the Project.

(g) During Project construction, Buyer will erect and maintain siltation fences where Project is adjacent to cart paths and will, after rain events, clean any eroded soils from the cart paths.

(h) Buyer will install native grasses, shrubs, and trees to blend with and be consistent with Seller's current landscaping and substantially in accordance with the plans and specifications of the bid documents dated August 21, 2018.

(i) Where Buyer specifically agrees to construct and maintain fence, the fence shall be constructed and maintained for vehicle access control purposes only at no expense to Seller. Buyer shall have the right of entry upon Seller's remaining property along the right of way line, if necessary, for the purpose of connecting said drain tile and constructing and maintaining said fence. Buyer will install a six-foot chain link fence for approximately 2,600 feet along the length of the ROW, except for openings at bridges and box culvert

6. 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.

7. 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.

8. **Damages** – The damages described in Paragraph 3 of this agreement may be summarized as follows:

(a) For relocation or reconstruction of tee boxes (Hole 8) and cart path relocation (Hole 14):	\$78,000.00
(b) For diminution from temporary easements:	\$1,400.00
(c) For replacement landscaping and sod farm:	\$24,000.00
TOTAL	\$103,400.00

Buyer warrants and agrees that the golf course related improvements owned by Seller and impacted by this project will be repaired and/or replaced by the project contractor, with the exception of the following:

1. The rear tee-box at hole 8 will be acquired as part of the permanent easement for Worle Creek re-alignment. Compensation for the above-referenced replacements is included under Item 3 on Page 1 of this agreement.
2. A portion of the cart path will be removed at Hole 14. The Project Appraiser also included an allowance to plant 2-3" trees as replacement for aesthetic reasons. Compensation for the above-referenced replacements is included under Item 3 on Page 1 of this agreement. Buyer will perform approximately 95% of the cart path relocation. The exception will be at Hole 14, for which Buyer will pay compensation to Seller as described in (a) above.
3. Various volunteer trees will be removed by Buyer for this project. The Project Appraiser indicated the trees being removed do not contribute value to the Premises, and therefore Buyer is not offering additional compensation for the loss of said volunteer trees.
4. Any driveways, grass areas, landscaping irrigation, or drainage tile disturbed by this project will be repaired or replaced by the project contractor, unless noted otherwise in this agreement.

PARCEL NO. 17 COUNTY Story
 PROJECT: South Grand Avenue Extension CITY Ames, IA

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.

LEGACY GOLF ASSOCIATES, INC.

X *Scott Randall*
 Scott Randall, President

X _____

420 South 17th Street
Ames, IA 50010
 (Mailing Address)

(NOTARY PUBLIC: PLEASE COMPLETE LEFT AND RIGHT SIDES)

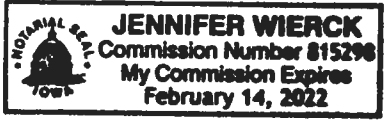
SELLER'S ALL-PURPOSE ACKNOWLEDGMENT
 STATE OF IOWA }
 COUNTY OF STORY } ss:

On this 30th day of September, A.D. 20, before me, the undersigned, a Notary Public in and for said State, personally appeared Scott Randall, President of Legacy Golf Associates, Inc.

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 instrument 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 instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

Jennifer Wierck (Sign in Ink)
Jennifer Wierck (Print/Type Name)
 Notary Public in and for the State of Iowa
 My Commission expires 2/14/2022

(NOTARIAL SEAL)



CAPACITY CLAIMED BY SIGNER:

- INDIVIDUAL
- CORPORATE
- Title(s) of Corporate Officer(s):
President
- 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)
Legacy Golf Associates, Inc.

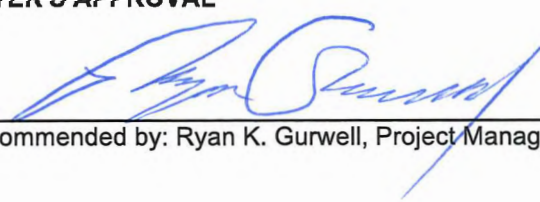
BUYER'S ACKNOWLEDGMENT

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: 9/30/19

BY _____
Approved by: John A. Haila, Mayor
City of Ames, Iowa

Date: _____

BY _____
Approved by: Diane Voss, City Clerk
City of Ames, Iowa

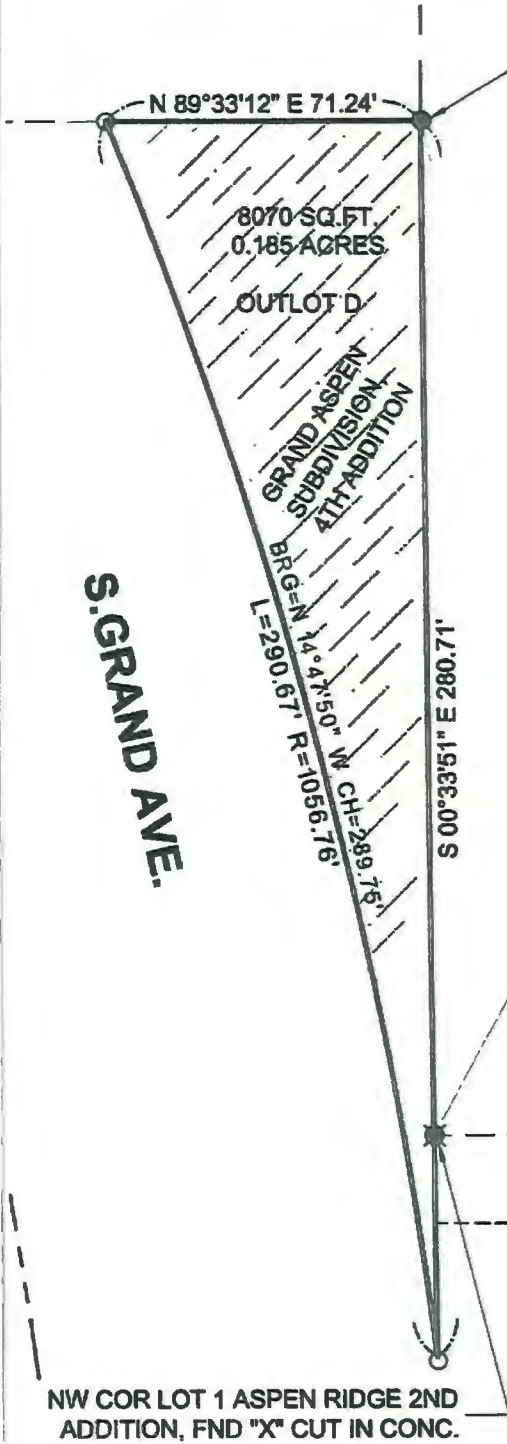
Date: _____

INDEX LEGEND	
LOCATION :	S GRAND AVE
REQUESTOR :	CITY OF AMES, IA
PROPRIETOR :	SCOTT E. RANDALL
SURVEYOR :	MURRAY BERTING
SURVEY :	SHIVE-HATTERY
COMPANY :	4125 Westown Pkwy, Suite 100, West Des Moines, Iowa 50266
RETURN TO :	ABOVE SURVEY COMPANY

FEE SIMPLE ACQUISITION PLAT

PARCEL 017-2F

THIS SPACE RESERVED FOR RECORDER'S USE

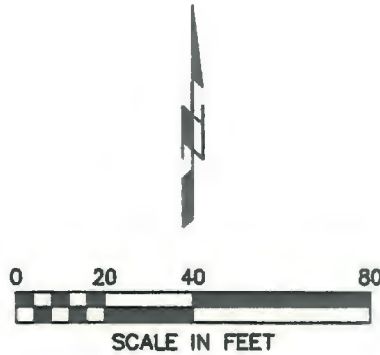


NE COR OUTLOT D, GRAND ASPEN
SUBDIVISION, 4TH ADDITION, FD 1/2" IRON
ROD WITH YELLOW CAP #17161 (POB)

FEE SIMPLE LEGAL DESCRIPTION: PARCEL 017-2F
OUTLOT "D" GRAND ASPEN SUBDIVISION, 4TH ADDITION

OUTLOT "D" GRAND ASPEN SUBDIVISION, 4TH ADDITION
NOW IN AND FORMING A PART OF THE CITY OF AMES,
STORY COUNTY, IOWA.

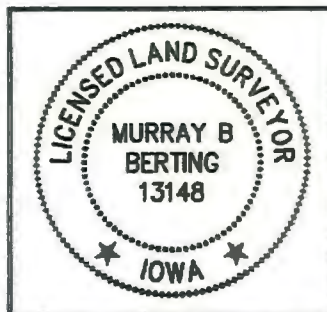
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LEGEND:

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PROPOSED MONUMENT	○
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EXISTING ROW LINE PREVIOUS	- - - - -
PROPOSED ROW LINE	—————
EASEMENT LINE	- - - - -
LOT LINES	- - - - -
ACQUISITION AREA	
POINT-OF-BEGINNING	POB

CLIENT: CITY OF AMES, IOWA
515 CLARK AVE
AMES, IA 50010
515-239-5101



I HEREBY CERTIFY THAT THIS LAND SURVEYING DOCUMENT WAS PREPARED AND THE RELATED SURVEY WORK WAS PERFORMED BY ME OR UNDER MY DIRECT PERSONAL SUPERVISION AND THAT I AM A DULY LICENSED LAND SURVEYOR UNDER THE LAWS OF THE STATE OF IOWA.

SIGNATURE: *Murray B. Berting* DATE: 9-26-18

NAME: MURRAY B. BERTING
LICENSE NUMBER: 13148
MY LICENSE RENEWAL DATE IS: DECEMBER 31, 2018
PAGES, SHEETS OR DIVISIONS COVERED BY THIS SEAL: ALL SHEETS

SHIVEHATTERY
ARCHITECTURE + ENGINEERING
4125 Westown Pkwy, Suite 100 | West Des Moines, Iowa 50266
515.223.8104 | fax: 515.223.0622 | www.shive-hattery.com
Iowa | Illinois | Indiana

ACQUISITION PLAT PARCEL 017-2F S. GRAND AVENUE AND S. 5TH STREET EXTENSION AMES, IOWA		PROJECT NO. 4165730
DATE	04/17/2018	SCALE
DRAWN	JWW	FIELD BOOK
APPROVED	MBB	REVISION
		SHEET NO. 1 OF 1

File Path: P:\Projects\DM14\6673\00\Deliverables\Drawings\dwg\Acquisition\Plat\Grand\017\ACQ-017.dwg

INDEX LEGEND

LOCATION : S GRAND AVE

REQUESTOR : CITY OF AMES, IA

PROPRIETOR : SCOTT E. RANDALL

SURVEYOR : MURRAY BERTING

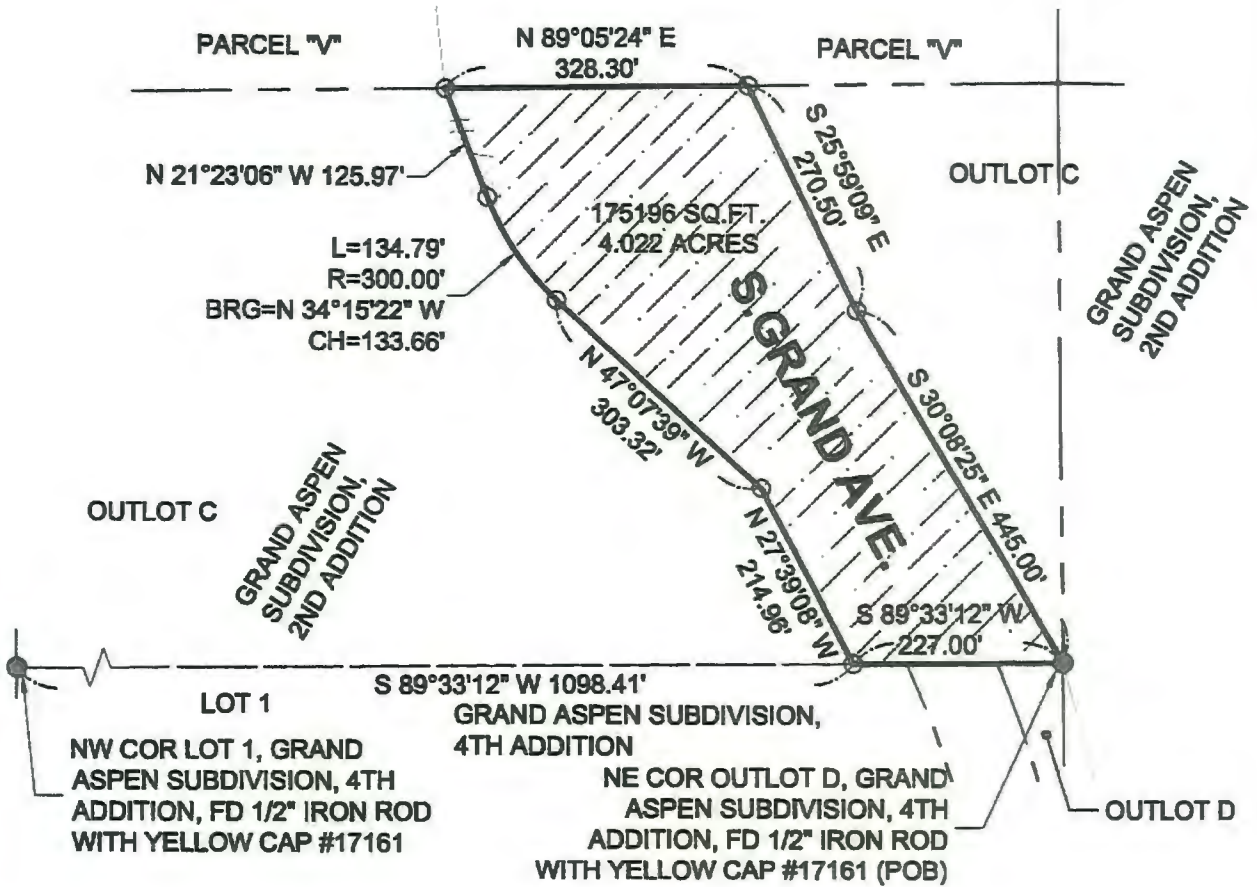
SURVEY : SHIVE-HATTERY

COMPANY : 4125 Westown Pkwy, Suite 100, West Des Moines, Iowa 50266

RETURN TO : ABOVE SURVEY COMPANY

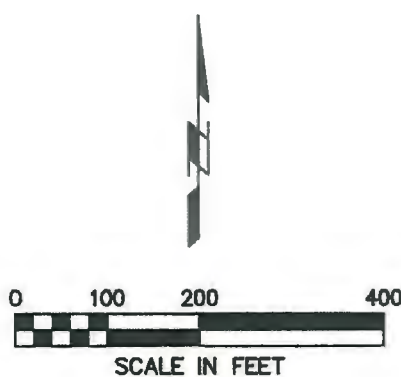
FEE SIMPLE ACQUISITION PLAT
 PARCEL 017-3F

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LEGEND:

- MONUMENT FOUND AS NOTED ●
- PROPOSED MONUMENT ○
- SECTION LINE _____
- EXISTING ROW LINE PREVIOUS _____
- PROPOSED ROW LINE _____
- EASEMENT LINE _____
- LOT LINES _____
- ACQUISITION AREA



CLIENT: CITY OF AMES, IOWA
 515 CLARK AVE
 AMES, IA 50010
 515-239-5101



I HEREBY CERTIFY THAT THIS LAND SURVEYING DOCUMENT WAS PREPARED AND THE RELATED SURVEY WORK WAS PERFORMED BY ME OR UNDER MY DIRECT PERSONAL SUPERVISION AND THAT I AM A DULY LICENSED LAND SURVEYOR UNDER THE LAWS OF THE STATE OF IOWA.

SIGNATURE: *Murray B. Berting* DATE: 9-26-18

NAME: MURRAY B. BERTING

LICENSE NUMBER: 13148

MY LICENSE RENEWAL DATE IS: DECEMBER 31, 2018

PAGES, SHEETS OR DIVISIONS COVERED BY THIS SEAL: ALL SHEETS

SHIVE-HATTERY
 ARCHITECTURE + ENGINEERING
 4125 Westown Pkwy, Suite 100 | West Des Moines, Iowa 50266
 515.223.8104 | fax: 515.223.0622 | www.shive-hattery.com
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ACQUISITION PLAT PARCEL 017-3F S. GRAND AVENUE AND S. 5TH STREET EXTENSION AMES, IOWA		PROJECT NO. 4165730
DATE 04/17/2018	SCALE FIELD BOOK	SHEET NO. 1 OF 2
DRAWN JWW	REVISION	
APPROVED MBB		

File Path: P:\Projects\IAMA\1667300\shivehattery\AcquisitionPlats\GrandAspen\ACQ-017.dwg

INDEX LEGEND

LOCATION : S GRAND AVE
 REQUESTOR : CITY OF AMES, IA
 PROPRIETOR : SCOTT E. RANDALL
 SURVEYOR : MURRAY BERTING
 SURVEY : SHIVE-HATTERY
 COMPANY : 4125 Westown Pkwy, Suite 100, West Des Moines, Iowa 50266
 RETURN TO : ABOVE SURVEY COMPANY

**FEE SIMPLE
 ACQUISITION PLAT**
 PARCEL 017-3F

THIS SPACE RESERVED FOR RECORDER'S USE

FEE SIMPLE LEGAL DESCRIPTION: PARCEL 017-3F OUTLOT "C" GRAND ASPEN
 SUBDIVISION, 2ND ADDITION

PART OF OUTLOT "C" GRAND ASPEN SUBDIVISION, 2ND ADDITION NOW IN AND
 FORMING A PART OF THE CITY OF AMES, STORY COUNTY, IOWA, MORE PARTICULARLY
 DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF OUTLOT "D" GRAND ASPEN
 SUBDIVISION, 4TH ADDITION NOW IN AND FORMING A PART OF THE CITY OF AMES,
 STORY COUNT, IOWA;

TENCE SOUTH 89°33'12" WEST, ALONG THE SOUTH LINE OF SAID OUTLOT "C", FOR A
 DISTANCE OF 227.00 FEET;

TENCE NORTH 27°39'08" WEST FOR A DISTANCE OF 214.96 FEET;

TENCE NORTH 47°07'39" WEST FOR A DISTANCE OF 303.32 FEET TO THE BEGINNING
 OF A CURVE CONCAVED EASTERLY AND HAVING A RADIUS OF 300.00 FEET;

TENCE ALONG SAID CURVE FOR A DISTANCE OF 134.79 FEET, SAID CURVE HAVING A
 CHORD BEARING OF NORTH 34°15'22" WEST AND A CHORD DISTANCE OF 133.66 FEET;

TENCE NORTH 21°23'06" WEST FOR A DISTANCE OF 125.97 FEET TO A POINT ON THE
 SOUTH LINE OF PARCEL "V", PLAT OF SURVEY, IN INST. NO. 01-08198 RECORDED IN THE
 STORY COUNTY RECORDERS OFFICE;

TENCE NORTH 89°05'24" EAST, ALONG THE SOUTH LINE OF SAID PARCEL "V", FOR A
 DISTANCE OF 328.30 FEET;

TENCE SOUTH 25°59'09" EAST FOR A DISTANCE OF 270.50 FEET;

TENCE SOUTH 30°08'25" EAST FOR A DISTANCE OF 445.00 FEET TO THE NORTHEAST
 CORNER OF SAID OUTLOT "D" AND THE POINT-OF-BEGINNING.

CONTAINING 175,196 SQ. FT. (4.022 ACRES)

File Path: P:\Projects\DM165730\Drawings\Drawings\017\Acquisition\Plat\Grand65th\ACQ-017.dwg

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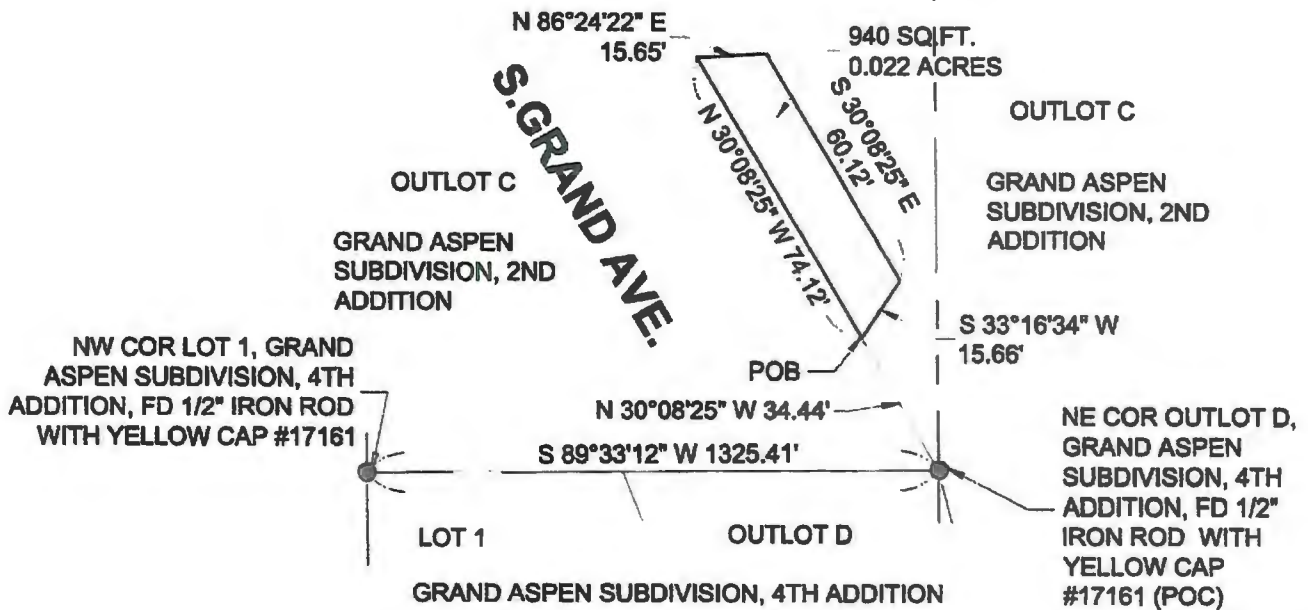
ACQUISITION PLAT PARCEL 017-3F S. GRAND AVENUE AND S. 5TH STREET EXTENSION AMES, IOWA			PROJECT NO. 4185730
DATE	04/17/2018	SCALE	SHEET NO.
DRAWN	JWW	FIELD BOOK	2 OF 2
APPROVED	MBB	REVISION	

INDEX LEGEND

LOCATION : S GRAND AVE
 REQUESTOR : CITY OF AMES, IA
 PROPRIETOR : SCOTT E. RANDALL
 SURVEYOR : MURRAY BERTING
 SURVEY : SHIVE-HATTERY
 COMPANY : 4125 Westown Pkwy, Suite 100, West Des Moines, Iowa 50266
 RETURN TO : ABOVE SURVEY COMPANY

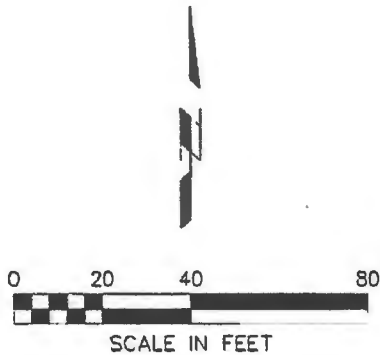
**PERMANENT EASEMENT
 ACQUISITION PLAT**
 PARCEL 017-1P

THIS SPACE RESERVED FOR RECORDER'S USE



LEGEND:

MONUMENT FOUND AS NOTED	●
PROPOSED MONUMENT	○
SECTION LINE	---
EXISTING ROW LINE PREVIOUS	---
PROPOSED ROW LINE	---
EASEMENT LINE	---
LOT LINES	---
ACQUISITION AREA	---
POINT-OF-BEGINNING	POB
POINT-OF-COMMENCEMENT	POC



CLIENT: CITY OF AMES, IOWA
 515 CLARK AVE
 AMES, IA 50010
 515-239-5101

LICENSED LAND SURVEYOR

MURRAY B
BERTING

13148

IOWA

I HEREBY CERTIFY THAT THIS LAND SURVEYING DOCUMENT WAS PREPARED AND THE RELATED SURVEY WORK WAS PERFORMED BY ME OR UNDER MY DIRECT PERSONAL SUPERVISION AND THAT I AM A DULY LICENSED SURVEYOR UNDER THE LAWS OF THE STATE OF IOWA.

Murray B. Berting 9-26-18
 SIGNATURE DATE

NAME: MURRAY B. BERTING

LICENSE NUMBER: 13148

MY LICENSE RENEWAL DATE IS: DECEMBER 31, 2018

PAGES, SHEETS OR DIVISIONS COVERED BY THIS SEAL: ALL SHEETS

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 Iowa | Illinois | Indiana

ACQUISITION PLAT PARCEL 017-1P		PROJECT NO.
S. GRAND AVENUE AND S. 5TH STREET EXTENSION AMES, IOWA		4165730
DATE	04/17/2018	SCALE
DRAWN	JWW	FIELD BOOK
APPROVED	MBB	REVISION
		SHEET NO.
		1 OF 2

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INDEX LEGEND

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**PERMANENT EASEMENT
 ACQUISITION PLAT
 PARCEL 017-1P**

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**PERMANENT EASEMENT LEGAL DESCRIPTION: PARCEL 017-1P OUTLOT "C" GRAND ASPEN
 SUBDIVISION, 2ND ADDITION**

**PART OF OUTLOT "C" GRAND ASPEN SUBDIVISION, 2ND ADDITION NOW IN AND FORMING A
 PART OF THE CITY OF AMES, STORY COUNTY, IOWA, MORE PARTICULARLY DESCRIBED AS
 FOLLOWS:**

**COMMENCING AT THE NORTHEAST CORNER OF OUTLOT "D" GRAND ASPEN SUBDIVISION, 4TH
 ADDITION NOW IN AND FORMING A PART OF THE CITY OF AMES, STORY COUNT, IOWA;**

TENCE NORTH 30°08'25" WEST FOR A DISTANCE OF 34.44 FEET TO THE POINT-OF-BEGINNING;

TENCE CONTINUING NORTH 30°08'25" WEST FOR A DISTANCE OF 74.12 FEET;

TENCE NORTH 86°24'22" EAST FOR A DISTANCE OF 15.65 FEET;

TENCE SOUTH 30°08'25" EAST FOR A DISTANCE OF 60.12 FEET;

TENCE SOUTH 33°16'34" WEST FOR A DISTANCE OF 15.66 FEET TO THE POINT-OF-BEGINNING.

CONTAINING 940 SQ. FT. (0.022 ACRES).

File Path: P:\Projects\DM115730\Drawings\Acquisition\AcquisitionPlat\GrandSPNACC-017.dwg

SHIVEHATTERY
 ARCHITECTURE+ENGINEERING

4125 Westown Pkwy, Suite 100 | West Des Moines, Iowa 50266
 515.223.8104 | fax: 515.223.0622 | www.shive-hattery.com
 Iowa | Illinois | Indiana

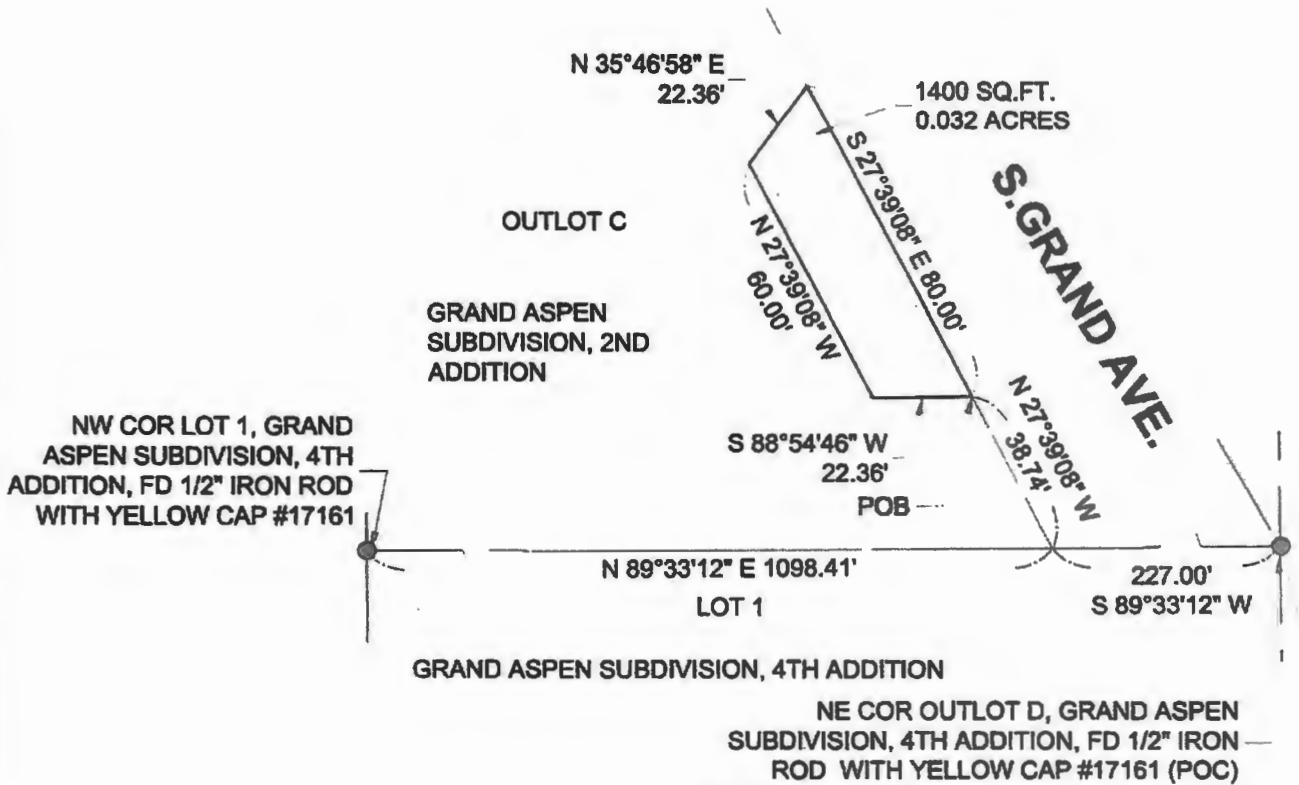
ACQUISITION PLAT PARCEL 017-1P S. GRAND AVENUE AND S. 5TH STREET EXTENSION AMES, IOWA		PROJECT NO. 4165730
DATE	04/17/2018	SCALE
DRAWN	JWW	FIELD BOOK
APPROVED	MBB	REVISION
		SHEET NO. 2 OF 2

INDEX LEGEND

LOCATION : S GRAND AVE
 REQUESTOR : CITY OF AMES, IA
 PROPRIETOR : SCOTT E. RANDALL
 SURVEYOR : MURRAY BERTING
 SURVEY : SHIVE-HATTERY
 COMPANY : 4125 Westown Pkwy, Suite 100, West Des Moines, Iowa 50266
 RETURN TO : ABOVE SURVEY COMPANY

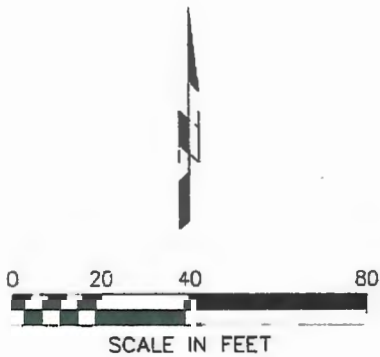
PERMANENT EASEMENT ACQUISITION PLAT
 PARCEL 017-2P

THIS SPACE RESERVED FOR RECORDER'S USE



LEGEND:

MONUMENT FOUND AS NOTED	●
PROPOSED MONUMENT	○
SECTION LINE	— — — — —
EXISTING ROW LINE PREVIOUS	- - - - -
PROPOSED ROW LINE	— — — — —
EASEMENT LINE	— — — — —
LOT LINES	- - - - -
ACQUISITION AREA	///
POINT-OF-BEGINNING	POB
POINT-OF-COMMENCEMENT	POC



CLIENT: CITY OF AMES, IOWA
 515 CLARK AVE
 AMES, IA 50010
 515-239-5101



I HEREBY CERTIFY THAT THIS LAND SURVEYING DOCUMENT WAS PREPARED AND THE RELATED SURVEY WORK WAS PERFORMED BY ME OR UNDER MY DIRECT PERSONAL SUPERVISION AND THAT I AM A DULY LICENSED LAND SURVEYOR UNDER THE LAWS OF THE STATE OF IOWA.
 SIGNATURE: *Murray B. Berting* DATE: 9-26-18
 NAME: MURRAY B. BERTING
 LICENSE NUMBER: 13148
 MY LICENSE RENEWAL DATE IS: DECEMBER 31, 2018
 PAGES, SHEETS OR DIVISIONS COVERED BY THIS SEAL: ALL SHEETS

SHIVE-HATTERY
 ARCHITECTURE + ENGINEERING
 4125 Westown Pkwy, Suite 100 | West Des Moines, Iowa 50266
 515.223.8104 | fax: 515.223.0622 | www.shive-hattery.com
 Iowa | Illinois | Indiana

ACQUISITION PLAT PARCEL 017-2P S. GRAND AVENUE AND S. 5TH STREET EXTENSION AMES, IOWA		PROJECT NO. 4165730
DATE	04/17/2018	SCALE
DRAWN	JWW	FIELD BOOK
APPROVED	MBB	REVISION
		SHEET NO. 1 OF 2

INDEX LEGEND

LOCATION : S GRAND AVE

REQUESTOR : CITY OF AMES, IA

PROPRIETOR : SCOTT E. RANDALL

SURVEYOR : MURRAY BERTING

SURVEY : SHIVE-HATTERY

COMPANY : 4125 Westown Pkwy, Suite 100, West Des Moines, Iowa 50266

RETURN TO : ABOVE SURVEY COMPANY

**PERMANENT EASEMENT
ACQUISITION PLAT**
PARCEL 017-2P

THIS SPACE RESERVED FOR RECORDER'S USE

PERMANENT EASEMENT LEGAL DESCRIPTION: PARCEL 017-2P OUTLOT "C" GRAND ASPEN SUBDIVISION, 2ND ADDITION

PART OF OUTLOT "C" GRAND ASPEN SUBDIVISION, 2ND ADDITION NOW IN AND FORMING A PART OF THE CITY OF AMES, STORY COUNTY, IOWA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF OUTLOT "D" GRAND ASPEN SUBDIVISION, 4TH ADDITION NOW IN AND FORMING A PART OF THE CITY OF AMES, STORY COUNT, IOWA;

THENCE SOUTH 89°33'12" WEST FOR A DISTANCE OF 227.00 FEET;

THENCE NORTH 27°39'08" WEST FOR A DISTANCE OF 38.74 FEET TO THE POINT-OF-BEGINNING;

THENCE SOUTH 89°54'46" WEST FOR A DISTANCE OF 22.36 FEET;

THENCE NORTH 27°39'08" WEST FOR A DISTANCE OF 60.00 FEET;

THENCE NORTH 35°46'58" EAST FOR A DISTANCE OF 22.36 FEET;

THENCE SOUTH 27°39'08" EAST FOR A DISTANCE OF 80.00 FEET TO THE POINT-OF-BEGINNING.

CONTAINING 1,400 SQ. FT. (0.032 ACRES).

File Path: P:\Projects\DM165730\Deliverables\Drawings\Acquisition\Plats\GrandS\HACQ-017.dwg

SHIVEHATTERY
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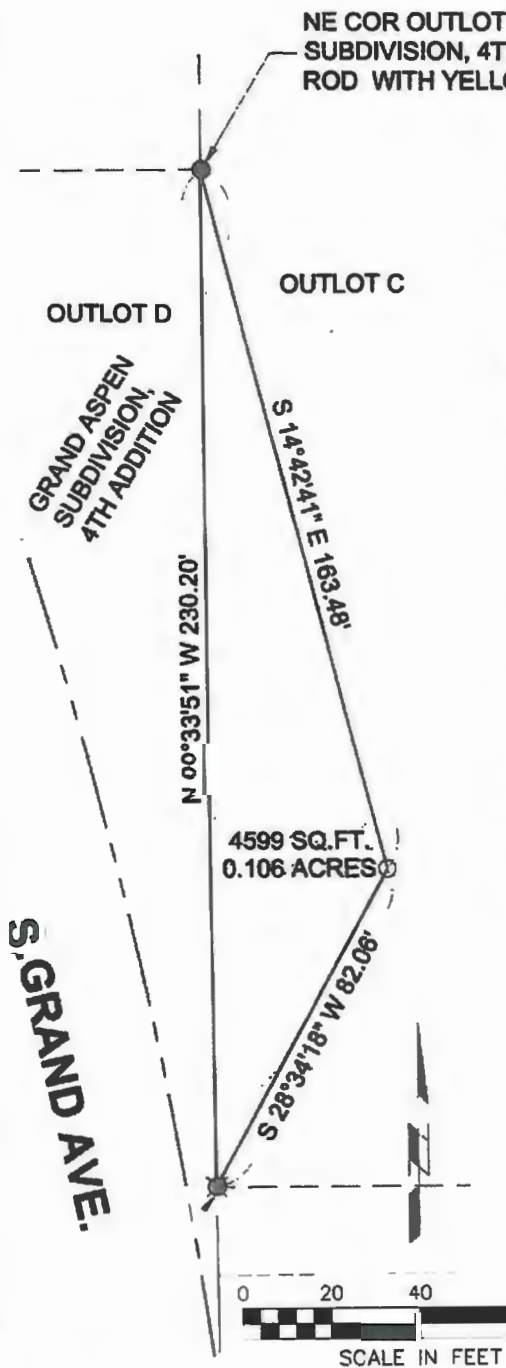
ACQUISITION PLAT PARCEL 017-2P S. GRAND AVENUE AND S. 5TH STREET EXTENSION AMES, IOWA		PROJECT NO. 4165730
DATE 04/17/2018	SCALE	SHEET NO.
DRAWN JWW	FIELD BOOK	2 OF 2
APPROVED MBB	REVISION	

INDEX LEGEND

LOCATION : S GRAND AVE
 REQUESTOR : CITY OF AMES, IA
 PROPRIETOR : SCOTT E. RANDALL
 SURVEYOR : MURRAY BERTING
 SURVEY : SHIVE-HATTERY
 COMPANY : 4125 Westown Pkwy, Suite 100, West Des Moines, Iowa 50266
 RETURN TO : ABOVE SURVEY COMPANY

FEE SIMPLE ACQUISITION PLAT
 PARCEL 017-1F

THIS SPACE RESERVED FOR RECORDER'S USE



FEE SIMPLE LEGAL DESCRIPTION: PARCEL 017-1F
 OUTLOT "C" GRAND ASPEN SUBDIVISION, 2ND ADDITION

PART OF OUTLOT "C" GRAND ASPEN SUBDIVISION, 2ND
 ADDITION NOW IN AND FORMING A PART OF THE CITY OF
 AMES, STORY COUNTY, IOWA, MORE PARTICULARLY
 DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF
 OUTLOT "D" GRAND ASPEN SUBDIVISION, 4TH ADDITION
 NOW IN AND FORMING A PART OF THE CITY OF AMES,
 STORY COUNT, IOWA;

THENCE SOUTH 14°42'41" EAST FOR A DISTANCE
 OF 163.48 FEET;

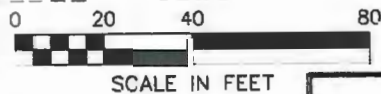
THENCE SOUTH 28°34'18" WEST FOR A DISTANCE
 OF 82.06 FEET, TO THE NORTHWEST CORNER OF LOT 1,
 ASPEN RIDGE 2ND ADDITION NOW IN AND FORMING A
 PART OF THE CITY OF AMES, STORY COUNTY, IOWA;

THENCE NORTH 00°33'51" WEST, ALONG THE EAST LINE OF
 SAID OUTLOT "D", FOR A DISTANCE OF 230.20 FEET TO THE
 NORTHEAST CORNER OF SAID OUTLOT "D" AND THE
 POINT-OF-BEGINNING.

CONTAINING 4,599 SQ. FT. (0.106 ACRES)

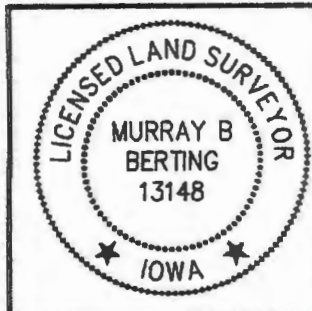
LEGEND:

- MONUMENT FOUND AS NOTED ●
- PROPOSED MONUMENT ○
- SECTION LINE _____
- EXISTING ROW LINE PREVIOUS _____
- PROPOSED ROW LINE _____
- EASEMENT LINE _____
- LOT LINES _____
- ACQUISITION AREA _____



NW COR LOT 1 ASPEN RIDGE 2ND
 ADDITION, FND "X" CUT IN CONC.

CLIENT: CITY OF AMES, IOWA
 515 CLARK AVE
 AMES, IA 50010
 515-239-5101

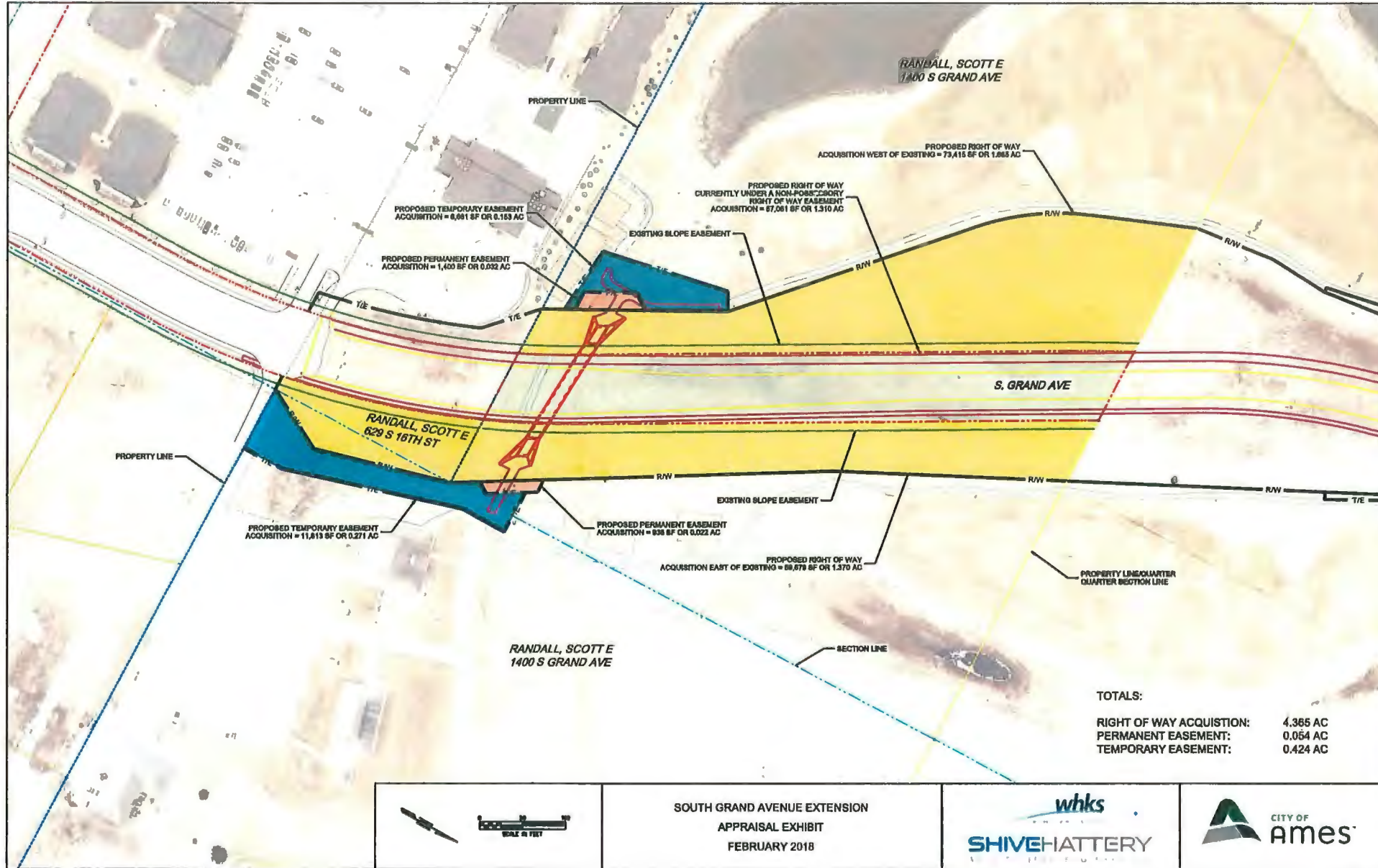


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ACQUISITION PLAT
 PARCEL 017-1F
 S. GRAND AVENUE AND S. 5TH STREET EXTENSION
 AMES, IOWA
 PROJECT NO. 4185730
 DATE 04/17/2018 SCALE SHEET NO.
 DRAWN JWW FIELD BOOK 1 OF 1
 APPROVED MBB REVISION

File Path: P:\Projects\DM1165730\Deliverables\Drawings\Acquisition\Plat\Grand5th\ACQ-017.dwg



SOUTH GRAND AVENUE EXTENSION
 APPRAISAL EXHIBIT
 FEBRUARY 2018



Leasehold Purchase Agreement Exhibit 010

2019-09-30

