

COUNCIL ACTION FORM

SUBJECT: SOUTH GRAND AVENUE EXTENSION PROJECT - LAND ACQUISITION FOR (PARCEL 2, TALL TIMBER INVESTMENTS, LLC, PARCEL 10, THE MARVIN J. WALTER GENERATION-SKIPPING TRUST, PARCEL 15/16, THE MARVIN J. WALTER GENERATION-SKIPPING TRUST, AND PARCEL 3, STONE COURT APARTMENTS COOPERATIVE HOUSING ASSOCIATION, INC.)

BACKGROUND:

The City of Ames is acquiring the above subject parcels for the South Grand Avenue Extension Project and the South 5th Street project. Parcels 2, 10, and 15/16 are part of South Grand Avenue Extension project and Parcel 3, is part of South 5th Street project. Parcel 3 is an open field where the new proposed South 5th Street alignment passes through. This parcel is adjacent to the Double DRS, LC property that City Council previously approved to acquire.

Appraisals were completed by Commercial Appraisers of Iowa, Inc. (an appraiser retained by the City's land acquisition consultant, A & R Land Services). Staff has made a good faith effort to negotiate with the property owners and have reached a reasonable offer for the land that avoids the need to use eminent domain. The values of the property being purchased from each parcel are as follows:

- **Parcel 2, Tall Timber investment, LLC. - \$4,150**
- **Parcel 3, Stone Court Apartments Cooperative Housing Association, Inc. - \$43,150**
- **Parcel 10, The Marvin J. Walter Generation-Skipping Trust - \$53,970**
- **Parcel 15/16, The Marvin J. Walter Generation-Skipping Trust - \$58,950**

The design of the project has been progressing since the design was kicked off after the "Finding of No Significant Impact" was received from the Federal Highway Administration in May 2017. Right-of-way acquisitions with numerous property owners and permitting through the Iowa Department of Natural Resources (DNR) and US Army Corps of Engineers (USACE) is underway.

A public meeting was held in late 2017 to inform the public of progress and gather feedback. The primary purpose of the public meeting was to assist property owners in understanding the need for the project, and to inform the public about the project. It also allowed those potentially affected property owners to ask questions and give feedback to the staff. In addition, staff has met with most of the property owners where permanent easements are needed and continue to reach out to other property owners. Staff will also continue to contact residents in areas where there will be construction related disruptions and impacts.

The project was originally broken into three phases to allow for potential flexibility in timing of construction and funding. The phases are 1) S. 5th St extension and the portion of S. Grand Ave from Squaw Creek Drive (the existing dead end) to S. 5th St, 2) S Grand Ave South of S. 5th Street (this portion includes two bridges to accommodate Squaw Creek under the roadway), and 3) reconstruction and widening additional turn lanes at S. Duff Ave and S. 16th St. **The land being acquired through this action is for Phases 1 and 2, described above.**

The Grand Avenue Extension is included in the Capital Improvements Plan (CIP) with funding identified since 2013/14 and continuing through 2018/19. Funding shown in the current CIP includes \$9,580,000 in G.O. Bonds, \$5,123,000 in MPO/STP Funds, and \$3,450,000 in Federal/State Grant Funds. In general, construction is anticipated to commence in 2019.

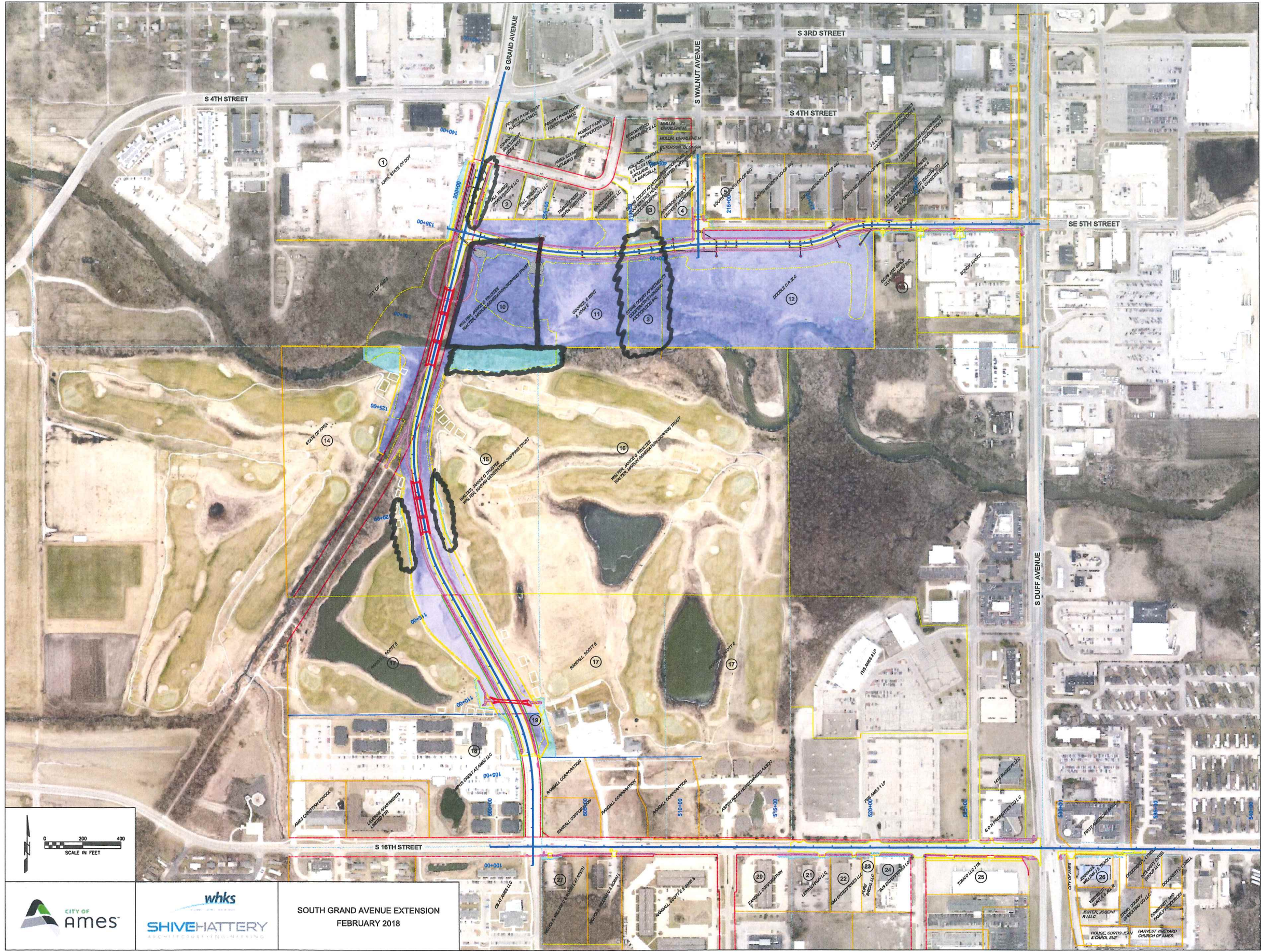
ALTERNATIVES:

1. Adopt resolution approving Purchase Agreement for parcels listed above for South Grand Avenue Extension project.
 - a. Parcel 10, The Marvin J. Walter Generation-Skipping Trust - \$53,970 and Parcel 15/16, The Marvin J. Walter Generation-Skipping Trust - \$58,950
 - b. Parcel 2, Tall Timber investment, LLC. - \$4,150
 - c. Parcel 3, Stone Court Apartments Cooperative Housing Association, Inc. - \$43,150
2. The City Council can reject the purchase agreements and direct further negotiations.

MANAGER'S RECOMMENDED ACTION:

Approval of these agreements are very critical to have the project remain on schedule for a February 2019 Iowa DOT bid letting and to have construction commence in Spring 2019. Delay or rejection of these purchase agreements could require redesign of the entire South Grand Avenue project and delay the construction.

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



SOUTH GRAND AVENUE EXTENSION
FEBRUARY 2018



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 South Grand Avenue Extension CITY Ames, IA

SELLER: Tall Timber Investments, LLC

THIS AGREEMENT made and entered into this 24th 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 and a temporary construction easement, hereinafter referred to as the premises, situated in parts of the following:

Part of Lot 3 of Cooper's Third Subdivision, City of Ames,

County of Story, State of Iowa, and more particularly described on Pages 4-6, including the following buildings, improvements and other property:

All land, trees, shrubs, landscaping and surfacing attached to the premises sought and described herein.

1b. Said Temporary Construction Easement shall terminate upon completion of the construction of this project and acceptance of the project by the City Council. SELLER ACKNOWLEDGES full settlement and payment from Buyer for all claims per the terms of this agreement and discharges Buyer from liability because of this agreement and the construction of this public improvement project, except that Seller reserves any claim for any damages to the property during construction. The premises being purchased in fee also includes all estates, rights, title and interests, including all easements, and all advertising devices.

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>4,000.00</u> | on possession and conveyance | <u>60 days after Buyer approval</u> |
| \$ <u>4,000.00</u> | TOTAL LUMP SUM | |

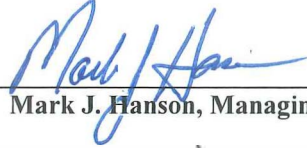
| <u>Breakdown</u> | <u>Ac./Sq.Ft.</u> | | |
|----------------------|-------------------|---------|--------------------------|
| Land by Fee Title | <u>85</u> | sq. ft. | Fence: _____ rods woven |
| Underlying Fee Title | _____ | sq. ft. | Fence: _____ rods barbed |
| Permanent Easement | _____ | sq. ft. | |
| Temporary Easement | <u>2,948</u> | sq. ft. | |

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. The Seller agrees to allow the closing agent representing the Buyer to make contact with the Seller's lender or other lienholders, as applicable, to obtain a release of mortgage, release of lien(s), or subordination, if required, to complete the closing of this real estate transaction. The Seller agrees to execute any other Release of Information required by the Buyer to obtain any necessary lien release. 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. **Buyer** will be responsible for the payment of transfer tax incurred as a part of this real estate transaction, if any required by law, as approved by the Public Works Department.
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.
12. Pages 4-6 of this Purchase Agreement graphically illustrates the proposed acquisition and easement areas. It is understood and agreed that the Registered Land Surveyor's Plats, which will be attached to the future conveyance document, will supersede and replace the attached document as the accurate and correct plats of the land being conveyed. Should the Land Surveyor's Plats indicate a slightly greater or lesser acreage/square footage to be conveyed than that shown on Page 1 of this agreement, the payment due the Seller, if any as shown on Page 1 of this agreement, will be increased or decreased accordingly and shown on the future conveyance document. Seller hereby waives any increased payment of less than \$50.00.
13. Buyer hereby agrees that Seller will not be assessed for the cost of the project improvements, including the sidewalk. The Seller will only be responsible for the sidewalk after initial construction, including snow removal and future maintenance.

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.

TALL TIMBER INVESTMENTS, LLC

X 
Mark J. Hanson, Managing Member

X _____

2615 Northridge Parkway, Suite 102

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 13th day of September, A.D. 2018, before me, the undersigned, a Notary Public in and for said State, personally appeared

Mark J. Hanson

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



CAPACITY CLAIMED BY SIGNER:

- INDIVIDUAL
- CORPORATE
- Title(s) of Corporate Officer(s):
Managing Member
- 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:

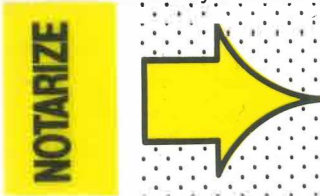
SIGNER IS REPRESENTING:

List name(s) of entity (ies) or person(s)
Tall Timber Investments, LLC

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

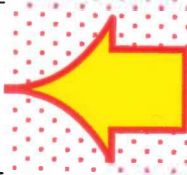
Date: 9/24/18

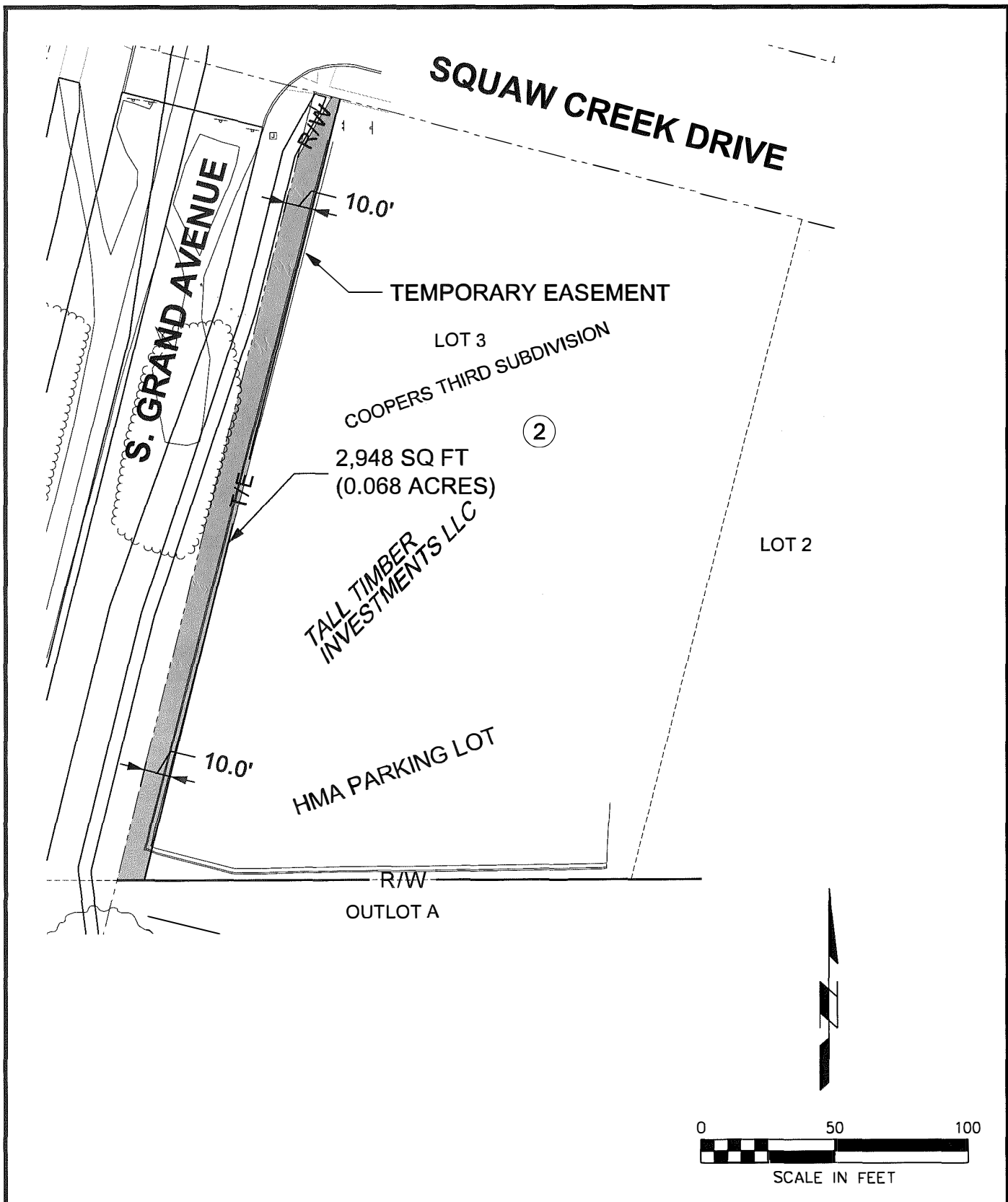
BY _____
Approved by: John A. Haila, Mayor
City of Ames, Iowa

Date: _____

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

Date: _____





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TEMPORARY EASEMENT S GRAND AVENUE AND 5TH STREET AMES, IOWA

PROJECT NO.
4165730

DATE

SCALE

SHEET NO.

DRAWN

FIELD BOOK

APPROVED

REVISION

1 OF 1

Permanent Easement
Temporary Easement

2,948

sq. ft.

PURCHASE AGREEMENT

PARCEL NO. 10 COUNTY Story
 PROJECT South Grand Avenue Extension CITY Ames, IA

SELLER: Janice G. Walter as Trustee of the Marvin J. Walter Generation-Skipping Trust

THIS AGREEMENT made and entered into this 24th day of September, 2018 by and between Seller and the **CITY OF AMES, IOWA**, Buyer.

1. 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:

The East 6.43 acres of Lot 7 in the SE1/4 of the NE1/4 and a 66-foot easement over and across the West 66 feet of the SE1/4 of the SE1/4 and any abandoned railroad right of way contiguous thereto, all in Section Ten (10), Township Eighty-three (83) North, Range Twenty-four (24) West of the 5th P.M.

County of Story, State of Iowa, 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>53,970.00</u> | on possession and conveyance | <u>60 days after Buyer approval</u> |
| \$ <u>53,970.00</u> | TOTAL LUMP SUM | |

| <u>Breakdown</u> | <u>Ac./Sq.Ft.</u> | |
|----------------------|-------------------|--------------------------|
| Land by Fee Title | <u>6.43</u> acres | Fence: _____ rods woven |
| Underlying Fee Title | _____ 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. The Seller agrees to allow the closing agent representing the Buyer to make contact with the Seller's lender or other lienholders, as applicable, to obtain a release of mortgage, release of lien(s), or subordination, if required, to complete the closing of this real estate transaction. The Seller agrees to execute any other Release of Information required by the Buyer to obtain any necessary lien release. 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. Seller agrees to provide Buyer with the abstract of title for the premises, and **Buyer** will be solely responsible for the costs associated with abstract continuation as necessary to complete this real estate transaction as agreed to by the Public Works Department.
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. **Buyer** will be solely responsible for the payment of transfer tax incurred, if any, as a part of this real estate transaction, as agreed to by the Public Works Department.
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.

THE MARVIN J. WALTER GENERATION-SKIPPING TRUST

X Janice G. Walter
Janice G. Walter, Trustee

X _____

c/o Bill Woodward, 2035 Country Club Blvd.

Ames, IA 50014
(Mailing Address)

(NOTARY PUBLIC: PLEASE COMPLETE LEFT AND RIGHT SIDES)

SELLER'S ALL-PURPOSE ACKNOWLEDGMENT

STATE OF IOWA }
COUNTY OF STORY } ss:

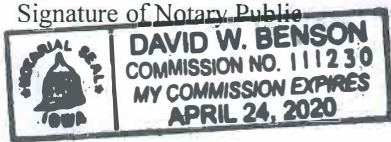
On this 21 day of August, A.D. 2018, before me, the undersigned, a Notary Public in and for said State, personally appeared

Janice G. Walter

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.

David W. Benson (Sign in Ink)
Signature of Notary Public



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)
Marvin J. Walter Generation-Skipping Trust

BUYER'S ACKNOWLEDGMENT

STATE OF IOWA,
COUNTY OF STORY, ss:

On this ___ day of _____, 20___, before me, the undersigned, personally appeared John A. Haila and Diane Voss, known to me to be the Mayor and 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 Ryan K. Gurwell
Recommended by: Ryan K. Gurwell, Project Manager

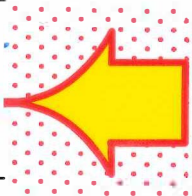
Date: 9/24/18

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

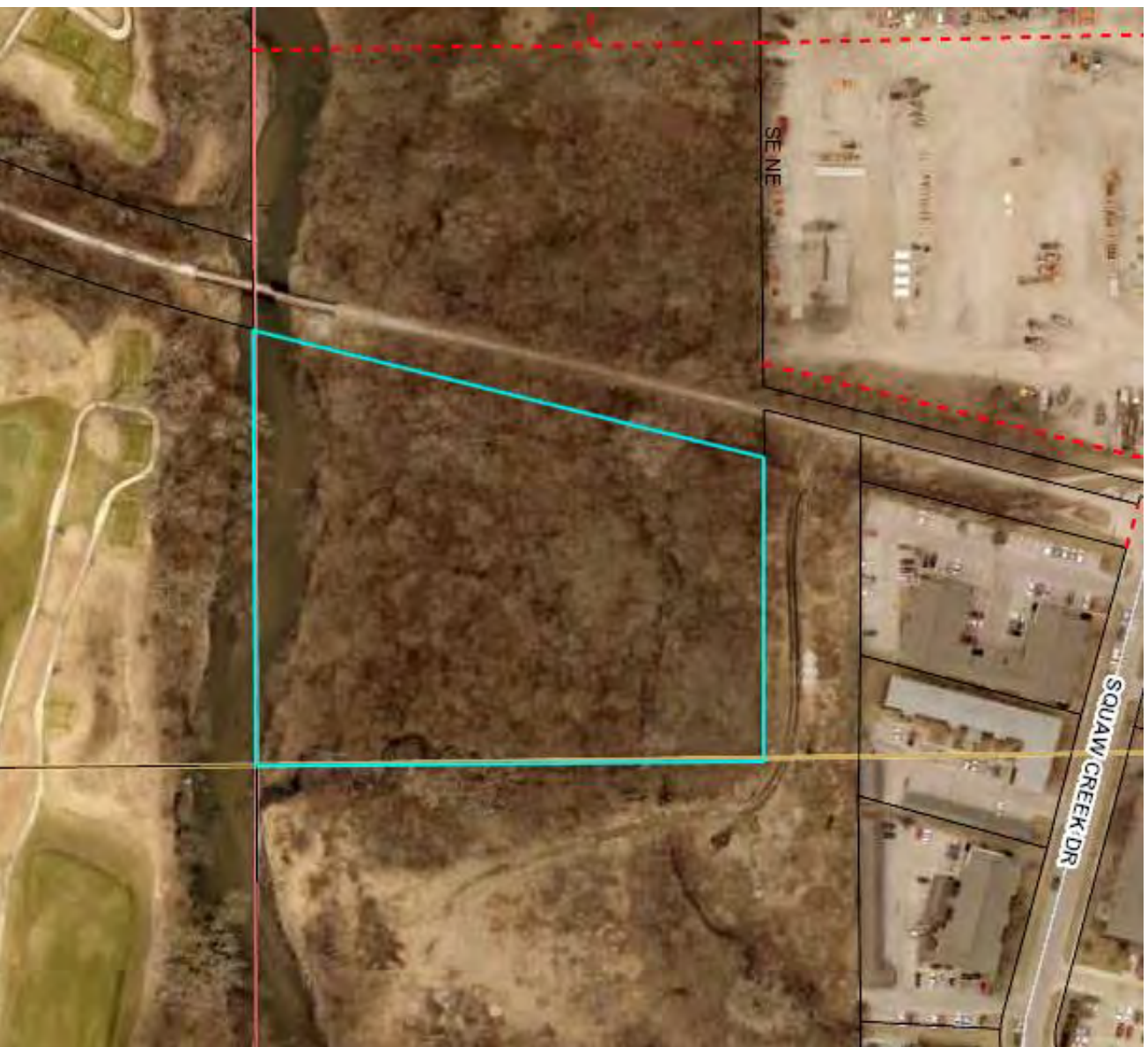
Date: _____

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

Date: _____



ASSESSMENT AIR PHOTO – PARENT TRACT



PURCHASE AGREEMENT

PARCEL NO. 15/16 COUNTY Story
 PROJECT South Grand Avenue Extension CITY Ames, IA

SELLER: Janice G. Walter as Trustee of the Marvin J. Walter Generation-Skipping Trust

THIS AGREEMENT made and entered into this 24th 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 and a temporary construction easement, hereinafter referred to as the premises, situated in parts of the following:

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,

County of Story, State of Iowa, and more particularly described on Page 4, including the following buildings, improvements and other property:

All land, trees, shrubs, landscaping and surfacing attached to the premises sought and described herein.

1b. Said Temporary Construction Easement shall terminate upon completion of the construction of this project and acceptance of the project by the City Council. SELLER ACKNOWLEDGES full settlement and payment from Buyer for all claims per the terms of this agreement and discharges Buyer from liability because of this agreement and the construction of this public improvement project, except that Seller reserves any claim for any damages to the property during construction. The premises being purchased in fee also includes all estates, rights, title and interests, including all easements, and all advertising devices.

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>58,800.00</u> | on possession and conveyance | <u>60 days after Buyer approval</u> |
| \$ <u>58,800.00</u> | TOTAL LUMP SUM | |

| <u>Breakdown</u> | <u>Ac./Sq.Ft.</u> | |
|----------------------|-------------------|--------------------------|
| Land by Fee Title | <u>4.46</u> acres | Fence: _____ rods woven |
| Underlying Fee Title | _____ acres | Fence: _____ rods barbed |
| Permanent Easement | _____ acres | |
| Temporary Easement | <u>1.73</u> acres | |

4. SELLER WARRANTS that there are no tenants on the premises holding under lease except: **Legacy Golf Associates, c/o Scott E. Randall, 420 S. 17th Street, Ames, IA 50010.**
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. The Seller agrees to allow the closing agent representing the Buyer to make contact with the Seller's lender or other lienholders, as applicable, to obtain a release of mortgage, release of lien(s), or subordination, if required, to complete the closing of this real estate transaction. The Seller agrees to execute any other Release of Information required by the Buyer to obtain any necessary lien release. 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. **Buyer** will be responsible for the payment of transfer tax incurred as a part of this real estate transaction, if any required by law, as approved by the Public Works Department.
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.
12. Page 4 of this Purchase Agreement graphically illustrates the proposed acquisition and easement areas. It is understood and agreed that the Registered Land Surveyor's Plats, which will be attached to the future conveyance document, will supersede and replace the attached document as the accurate and correct plats of the land being conveyed. Should the Land Surveyor's Plats indicate a slightly greater or lesser acreage/square footage to be conveyed than that shown on Page 1 of this agreement, the payment due the Seller, if any as shown on Page 1 of this agreement, will be increased or decreased accordingly and shown on the future conveyance document. Seller hereby waives any increased payment of less than \$50.00.

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.

THE MARVIN J. WALTER GENERATION-SKIPPING TRUST

Janice G. Walter
Janice G. Walter, Trustee

X

c/o Bill Woodward, 2035 Country Club Blvd.
Ames, IA 50014
(Mailing Address)

(NOTARY PUBLIC: PLEASE COMPLETE LEFT AND RIGHT SIDES)

SELLER'S ALL-PURPOSE ACKNOWLEDGMENT

STATE OF IOWA }
COUNTY OF STORY } ss:

On this 21 day of August, A.D. 2018, before me, the undersigned, a Notary Public in and for said State, personally appeared

Janice G. Walter

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.

David W. Benson (Sign in Ink)
Signature of Notary Public



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:

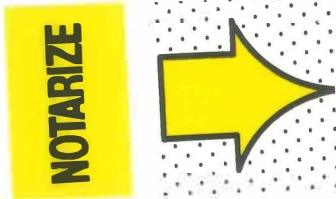
SIGNER IS REPRESENTING:

List name(s) of entity (ies) or person(s)
Marvin J. Walter Generation-Skipping Trust

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 Ryan K. Gurwell
Recommended by: Ryan K. Gurwell, Project Manager

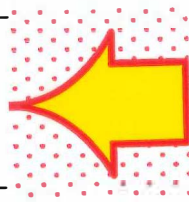
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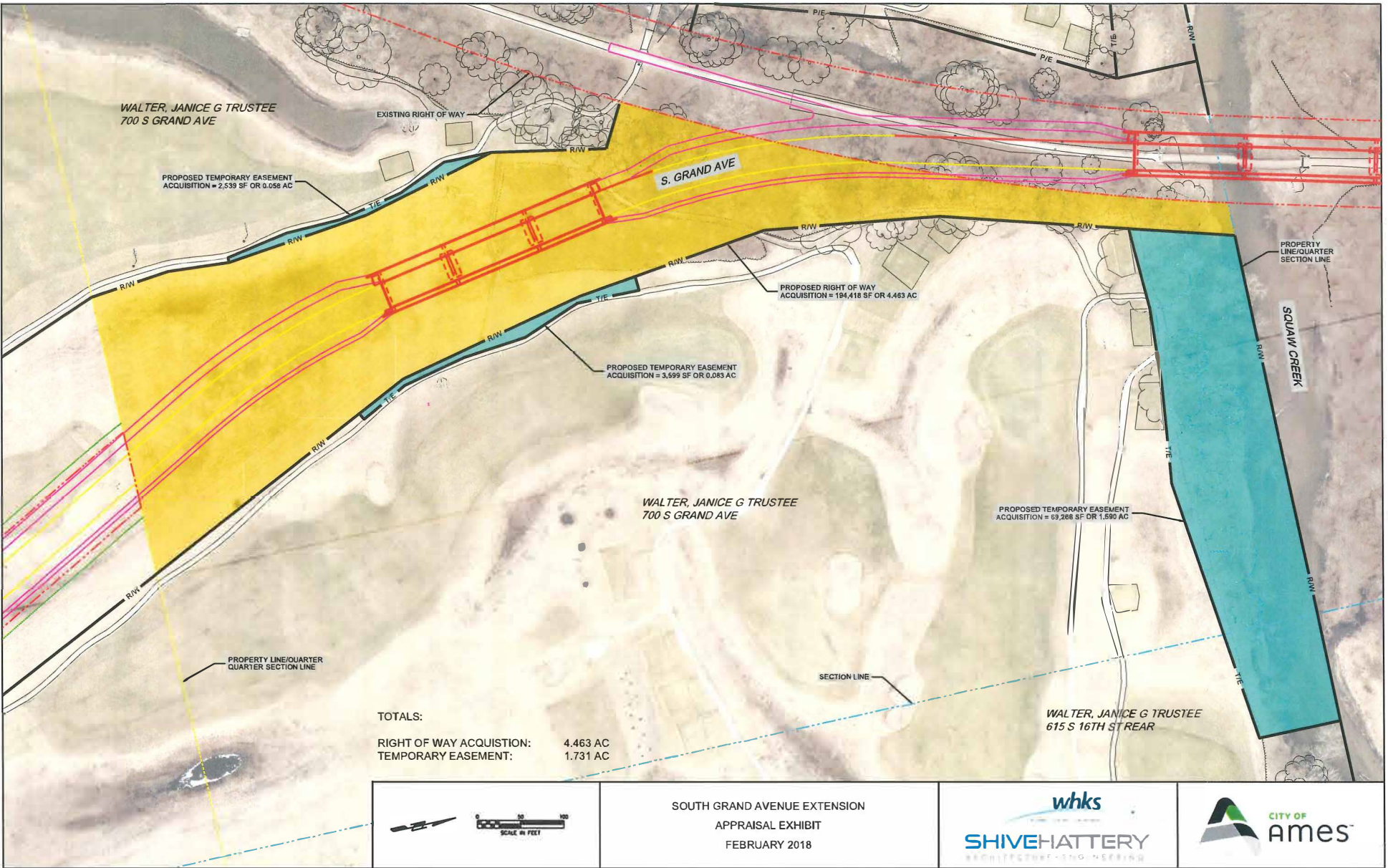
BY _____
Approved by: John A. Haila, Mayor
City of Ames, Iowa

Date: _____

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

Date: _____





Land by Fee Title
Underlying Fee Title
Permanent Easement
Temporary Easement

| | | | |
|------|-------|--------|-------------|
| 4.46 | acres | Fence: | rods woven |
| | acres | Fence: | rods barbed |
| 1.73 | acres | | |

DISTRIBUTION: TWO COPIES RETURNED TO BUYER — ONE COPY RETAINED BY SELLER






SOUTH GRAND AVENUE EXTENSION
APPRAISAL EXHIBIT
FEBRUARY 2018

PURCHASE AGREEMENT

PARCEL NO. 3 COUNTY Story
 PROJECT South Grand Avenue Extension CITY Ames, IA

SELLER: Stone Court Apartments Cooperative Housing Association, Inc.

THIS AGREEMENT made and entered into this 15th day of October, 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 and a temporary construction easement, hereinafter referred to as the premises, situated in parts of the following:

Part of Lot 12, Cooper's Second Subdivision, City of Ames,

County of Story, State of Iowa, and more particularly described on Page 4-6, including the following buildings, improvements and other property:

All land, trees, shrubs, landscaping and surfacing attached to the premises sought and described herein.

1b. Said Temporary Construction Easement shall terminate upon completion of the construction of this project and acceptance of the project by the City Council. SELLER ACKNOWLEDGES full settlement and payment from Buyer for all claims per the terms of this agreement and discharges Buyer from liability because of this agreement and the construction of this public improvement project, except that Seller reserves any claim for any damages to the property during construction. The premises being purchased in fee also includes all estates, rights, title and interests, including all easements, and all advertising devices.

A trash enclosure is located within the temporary construction easement area, which will be protected by the Buyer.

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>43,000.00</u> | on possession and conveyance | <u>60 days after Buyer approval</u> |
| \$ <u>43,000.00</u> | TOTAL LUMP SUM | |

| <u>Breakdown</u> | <u>Ac./Sq.Ft.</u> | | |
|----------------------|-------------------|-------|--------------------------|
| Land by Fee Title | <u>2.173</u> | acres | Fence: _____ rods woven |
| Underlying Fee Title | _____ | acres | Fence: _____ rods barbed |
| Permanent Easement | _____ | acres | |
| Temporary Easement | <u>0.061</u> | 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. The Seller agrees to allow the closing agent representing the Buyer to make contact with the Seller's lender or other lienholders, as applicable, to obtain a release of mortgage, release of lien(s), or subordination, if required, to complete the closing of this real estate transaction. The Seller agrees to execute any other Release of Information required by the Buyer to obtain any necessary lien release. Names and addresses of lienholders are:
Iowa Trust & Savings Bank, 12035 University Avenue, Suite 101, Clive, IA 50325
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. **Buyer** will be responsible for the payment of transfer tax incurred as a part of this real estate transaction, if any required by law, as agreed to by the Public Works Department.
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.
12. Pages 4-6 of this Purchase Agreement graphically illustrates the proposed acquisition and easement areas. It is understood and agreed that the Registered Land Surveyor's Plats, which will be attached to the future conveyance document, will supersede and replace the attached document as the accurate and correct plats of the land being conveyed. Should the Land Surveyor's Plats indicate a slightly greater or lesser acreage/square footage to be conveyed than that shown on Page 1 of this agreement, the payment due the Seller, if any as shown on Page 1 of this agreement, will be increased or decreased accordingly and shown on the future conveyance document. Seller hereby waives any increased payment of less than \$50.00.

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.

STONE COURT APARTMENTS COOPERATIVE HOUSING ASSOCIATION, INC.

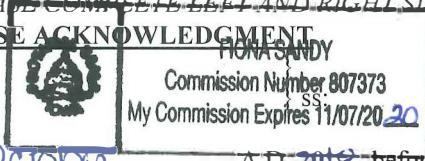
X *Byron Carson*
Byron D. Carson, President

X _____

808 Timberlane
Huxley, IA 50124
(Mailing Address)

(NOTARY PUBLIC: PLEASE COMPLETE LEFT AND RIGHT SIDES)

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



On this 2nd day of OCTOBER, A.D. 2018, before me, the undersigned, a Notary Public in and for said State, personally appeared **Byron D. Carson**,

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.

Fiona Sandy (Sign in Ink)
Signature of Notary Public

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:

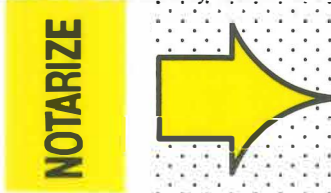
SIGNER IS REPRESENTING:

List name(s) of entity (ies) or person(s)
Stone Court Apartments Cooperative Housing Association, 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 *Ryan K. Gurwell*
Recommended by: Ryan K. Gurwell, Project Manager

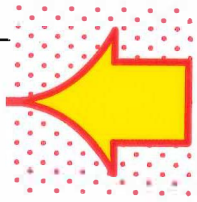
Date: 10/15/18

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

Date: _____

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

Date: _____

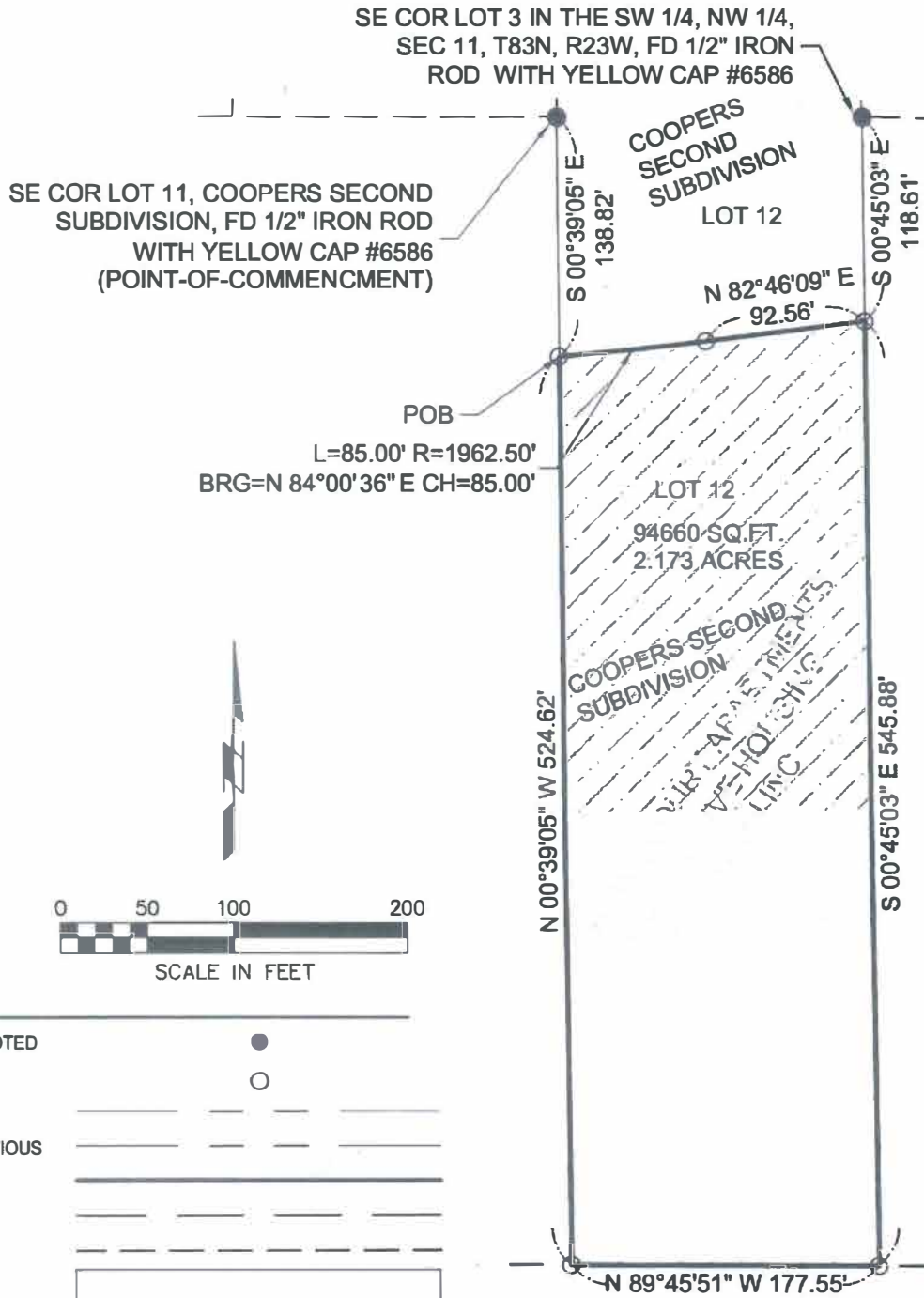


INDEX LEGEND

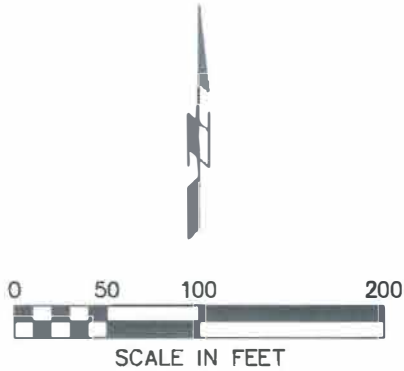
LOCATION : LOT 12 COOPERS SECOND SUBDIVISION
 REQUESTOR : CITY OF AMES, IA
 PROPRIETOR : STONE COURT APARTMENTS
 SURVEYOR : MURRAY BERTING
 SURVEY : SHIVE-HATTERY
 COMPANY : 4125 Westown Pkwy, Suite 100, West Des Moines, Iowa 50266
 RETURN TO : ABOVE SURVEY COMPANY

**FEE SIMPLE
 ACQUISITION PLAT**
 PARCEL 3F

THIS SPACE RESERVED FOR RECORDER'S USE



POB
 L=85.00' R=1962.50'
 BRG=N 84°00'36" E CH=85.00'

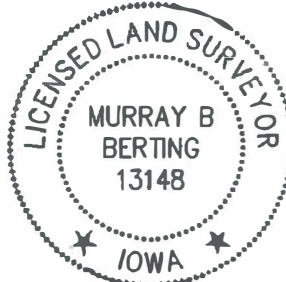


LEGEND:

- 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

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

File Path: P:\Projects\DM\4165730\Deliverables\Drawings\dwg\AcquisitionPlats\Grand5th\ACQ-003.dwg

SHIVE-HATTERY
 ARCHITECTURE + ENGINEERING
 2103 Eastland Drive | Bloomington, Illinois 61704
 309.662.8992 | fax: 309.662.5808 | www.shive-hattery.com
 Iowa | Illinois | Indiana Illinois Firm Number: 184-000214

| | | |
|---|------------|----------------------------|
| ACQUISITION PLAT PARCEL 3F | | PROJECT NO. 4165730 |
| S. GRAND AVENUE AND S. 5TH STREET EXTENSION AMES, IOWA | | SHEET NO. 1 OF 2 |
| DATE | 04/17/2018 | SCALE |
| DRAWN | JWW | FIELD BOOK |
| APPROVED | MBB | REVISION |

**FEE SIMPLE
ACQUISITION PLAT
PARCEL 3F**

LEGAL DESCRIPTION:

FEE SIMPLE LEGAL DESCRIPTION: PARCEL 3F LOT 12 COOPERS SECOND SUBDIVISION

PART OF LOT 12, COOPERS SECOND SUBDIVISION NOW IN AND FORMING A PART OF THE CITY OF AMES MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF LOT 11 IN SAID COOPERS SECOND SUBDIVISION;

THENCE SOUTH 00°39'05" EAST, ALONG THE WEST LINE OF SAID LOT 12, FOR A DISTANCE OF 138.82 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE NORTH WITH A RADIUS OF 1962.50 FEET AND ALSO THE POINT-OF-BEGINNING;

THENCE NORTHEASTERLY ALONG SAID CURVE A DISTANCE OF 85.00 FEET, SAID CURVE HAS A CHORD BEARING OF NORTH 84°00'36" EAST AND A CHORD DISTANCE OF 85.00 FEET, TO A POINT OF TANGENCY;

THENCE NORTH 82°46'09" EAST, FOR A DISTANCE OF 92.56 FEET, TO A POINT ON THE EAST LINE OF SAID LOT 12;

THENCE SOUTH 00°45'03" EAST, ALONG THE EAST LINE OF SAID LOT 12, FOR A DISTANCE OF 545.88 FEET, TO THE SOUTHEAST CORNER OF SAID LOT 12;

THENCE NORTH 89°45'51" WEST, ALONG THE SOUTH LINE OF SAID LOT 12, FOR A DISTANCE OF 177.55 FEET TO THE SOUTHWEST CORNER OF SAID LOT 12;

THENCE NORTH 00°39'05" WEST, ALONG THE WEST LINE OF SAID LOT 12, FOR A DISTANCE OF 524.62 FEET TO THE POINT-OF-BEGINNING.

CONTAINING 94,660 SQ.FT. (2.173 ACRES)

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

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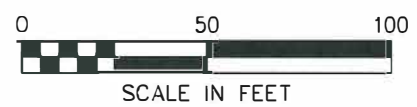
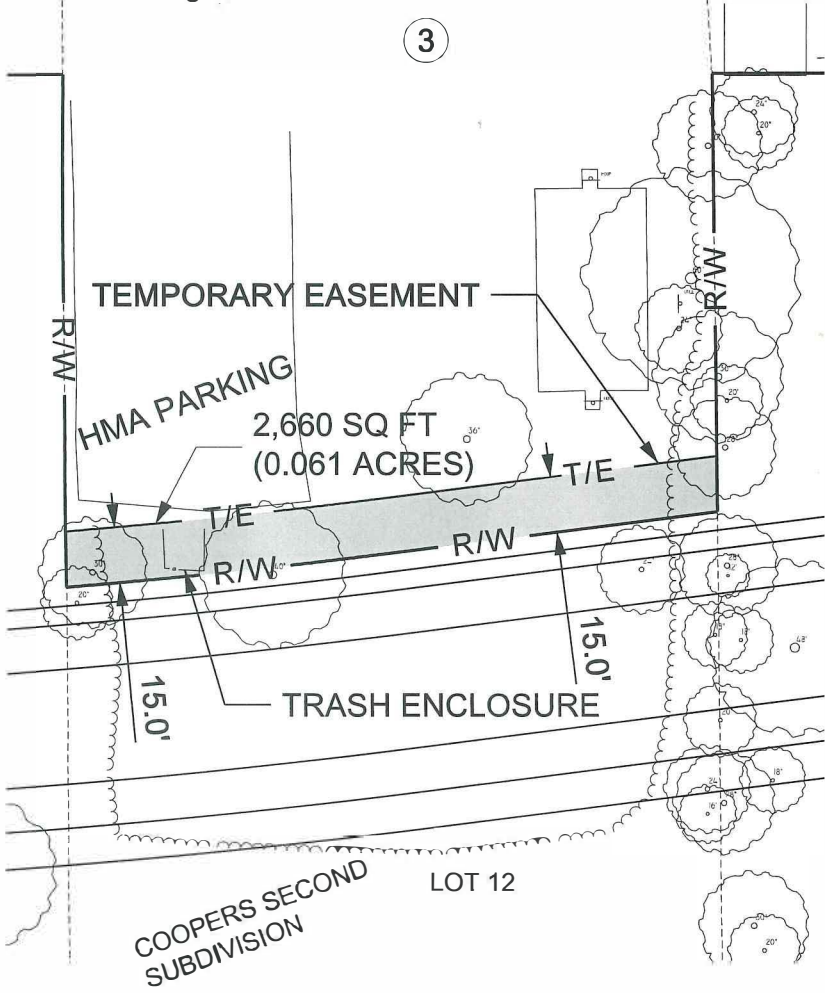
SHIVEHATTERY
ARCHITECTURE+ENGINEERING
2103 Eastland Drive | Bloomington, Illinois 61704
309.662.8992 | fax: 309.662.5808 | www.shive-hattery.com
Iowa | Illinois | Indiana Illinois Firm Number: 184-000214

| | | |
|---|------------|----------------------------|
| ACQUISITION PLAT PARCEL 3F | | 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. 2 OF 2 |

STONE COURT APARTMENTS
 COOPERATIVE HOUSING
 ASSOCIATION INC
 COOPERS SECOND SUBDIVISION

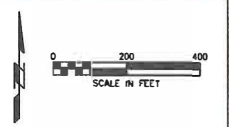
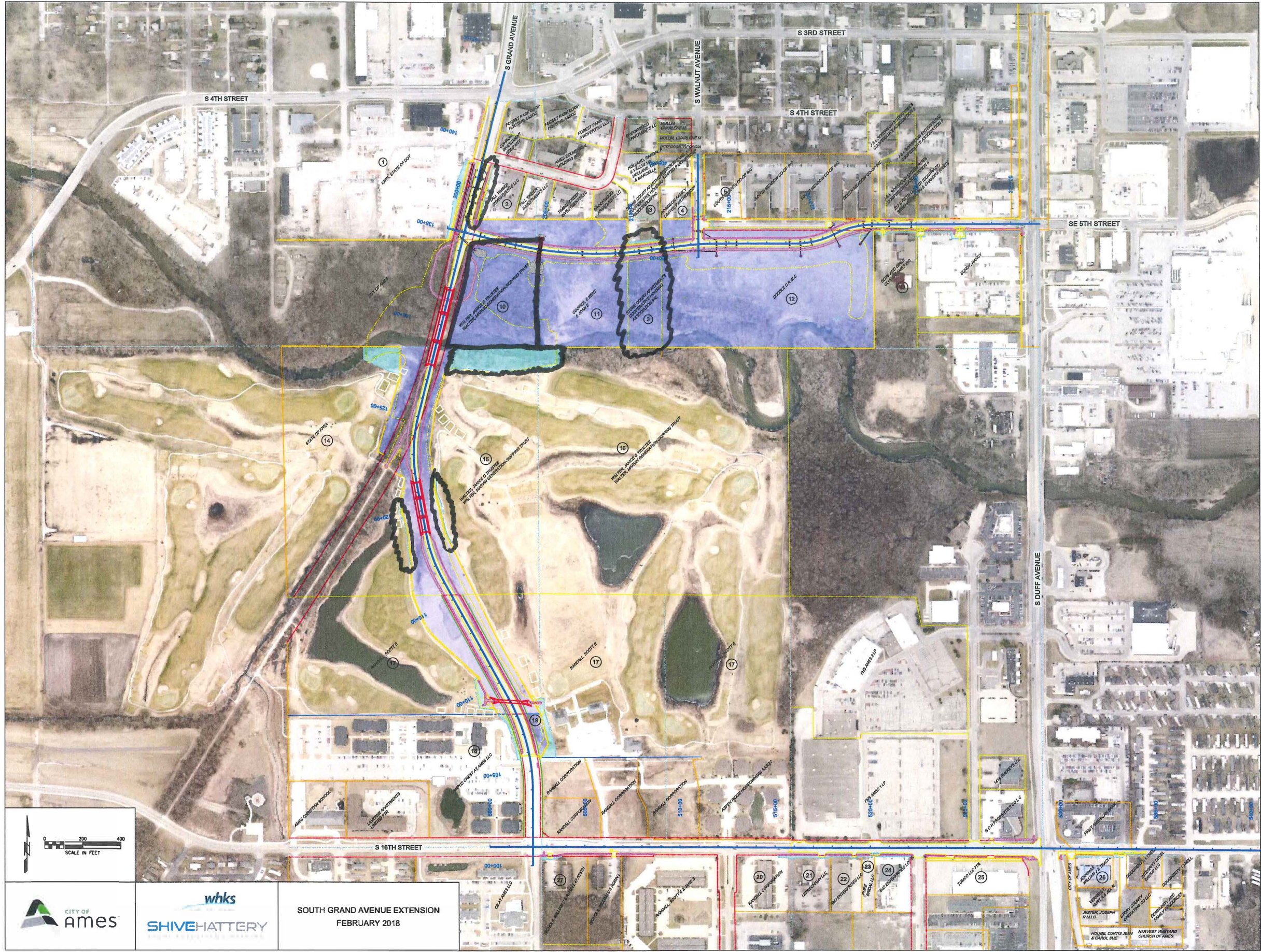
LOT 12

3



SHIVEHATTERY
 ARCHITECTURE + ENGINEERING
 Iowa | Illinois | Indiana | Missouri <http://www.shive-hattery.com>

| | | |
|--|------------|------------------------|
| TEMPORARY EASEMENT S GRAND AVENUE AND 5TH STREET AMES, IOWA | | PROJECT NO. 4165730 |
| DATE | SCALE | SHEET NO. |
| DRAWN | FIELD BOOK | 1 OF 1 |
| APPROVED | REVISION | |



SOUTH GRAND AVENUE EXTENSION
FEBRUARY 2018

City of Ames
Parcel 26
Owner: [illegible]
Address: [illegible]