

EASEMENT FOR SHARED USE PATH

KNOW ALL PERSONS:

Jeffrey L. Braland, a single person, (hereinafter "Grantor") for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, do hereby grant, sell, and convey unto the CITY OF AMES, IOWA, an Iowa municipal corporation, (hereinafter "City"):

- A. A temporary construction easement through, over, under, and across the following described real estate as depicted on the Temporary Easement Drawing attached hereto.
- B. A permanent easement through, over, under and across the following described real estate as depicted in Exhibit 'A' attached hereto, and legally described as:

The North Fifteen feet (15.00') of Lot 3 South Fork Subdivision, First Addition to the City of Ames, Iowa.

This Easement is granted for the purpose of constructing, reconstructing, repairing, maintaining, replacing a shared use path, driveway aprons, and appurtenances, and for public access to, over, and across said shared use path thereto. This Easement shall be subject to the following terms and conditions:

1. **CHANGE OF GRADE.** The City may change the grade, elevation or contour of any part of the Temporary Easement Area in accordance with the final plans for construction of said improvements approved by the City of Ames, Iowa.
2. **RIGHT OF ACCESS.** The City shall have the right of access to the Easement Area and have rights of ingress and egress reasonably necessary for the use, enjoyment and construction within the Easement Area as herein described.
3. **DURATION OF TEMPORARY EASEMENT.** The temporary construction easement is temporary and shall remain in effect until the latter to occur of completion of construction of the improvements by the City or one year from the date of this Easement, at which time the temporary construction easement shall terminate.
4. **RESTORATION.** Subject to the right to change grade, the City shall restore that part of temporary easement area lying outside of the permanent easement area to substantially the same condition as existed prior to entry by the City.
5. **OBSTRUCTIONS PROHIBITED.** Grantor shall not erect or place within the permanent easement area any structure or improvement or any trees, shrubs or other landscape plantings.

Grantor does HEREBY COVENANT with the City of Ames that Grantor holds said real estate described in this Easement by title in fee simple; that Grantor has good and lawful authority to convey the same; and said Grantor covenants to WARRANT AND DEFEND the said premises against the lawful claims of all persons whomsoever.

Words and phrases herein including acknowledgment hereof shall be construed as in the singular or plural number, and as masculine or feminine gender, according to the context.

Signed this 15 day of November, 2019

GRANTORS

Jeffrey L. Braland

Jeffrey L. Braland

SELLER'S ALL PURPOSE ACKNOWLEDGMENT

STATE OF Iowa)
) SS
COUNTY OF Story)

On this 15 day of November, A.D. 2019, before me, the undersigned, a Notary Public in and for said State, personally appeared

Jeffrey L. Braland

_____ 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.

Phil Sporrer

(Sign in Ink)

Phil Sporrer

(Print/Type Name)

Notary Public in and for the State of Iowa

My Commission Expires 11/7/21

CAPACITY CLAIMED BY SIGNER:

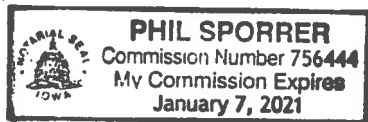
INDIVIDUAL
 CORPORATE
Title(s) of Corporate Officer(s):

- 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 person(s) or entity(ies):

Self



ACCEPTANCE BY CITY

STATE OF IOWA)
) SS
COUNTY OF STORY)

I, _____, City _____ of the City of Ames, Iowa, do hereby certify that the within and foregoing Easement was duly approved and accepted by the City Council of said City of Ames by Resolution No. _____, passed on the ___ day of _____, 20__, and this certificate is made pursuant to authority contained in said Resolution.

Signed this ___ day of _____, 20__.

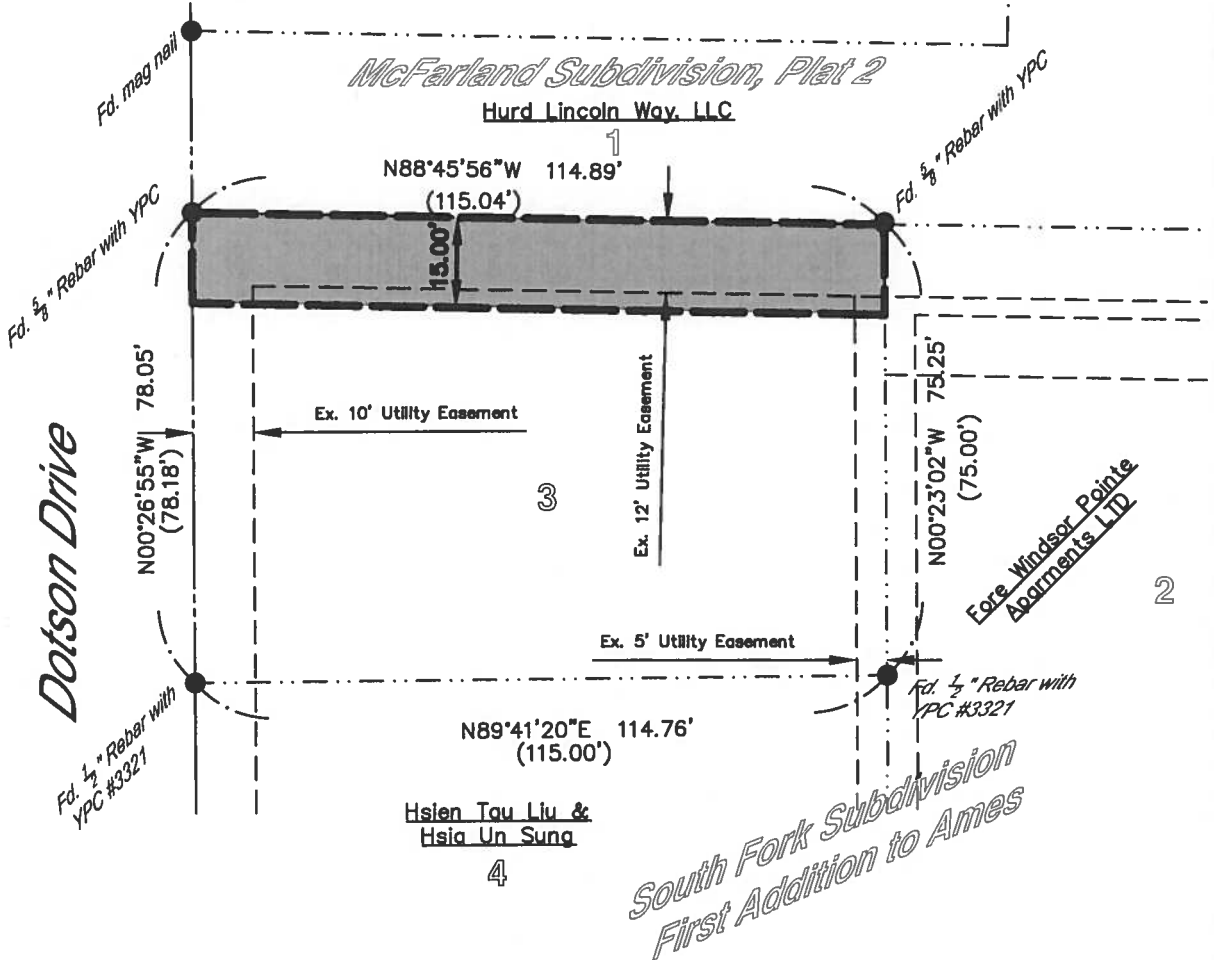
City _____ of Ames, Iowa

EXHIBIT A EASEMENT DRAWING

PART OF LOT 3, SOUTH FORK SUBDIVISION, FIRST ADDITION TO AMES, STORY COUNTY, IOWA

PREPARED BY: ANDREW J. SMITH, WHKS & CO., 1412 6th ST. SW, MASON CITY, IA 50401 (641) 423-8271
PROJECT: 2018/19 Shared Use Path System Expansion Project; Ames, Iowa

PARCEL NO.: 1
OWNER: Jeffrey L. Braland



EASEMENT DESCRIPTION

A Permanent Easement for a shared use path described as the North Fifteen feet (15.00') of Lot 3 South Fork Subdivision, First Addition to Ames, Iowa.

Containing 1,723 square feet more or less.

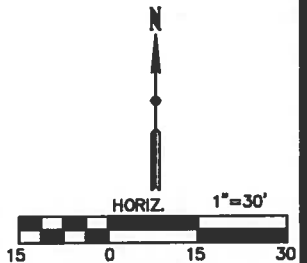
PROFESSIONAL LAND SURVEYOR
ANDREW J. SMITH
14233
IOWA

I hereby certify that this land surveying document was prepared and the related survey work was performed by me or under my personal supervision and that I am a duly licensed Land Surveyor under the laws of the State of Iowa.

Andrew J. Smith _____ Date _____

License number 14233 Sheets covered by this seal: 1 of 1

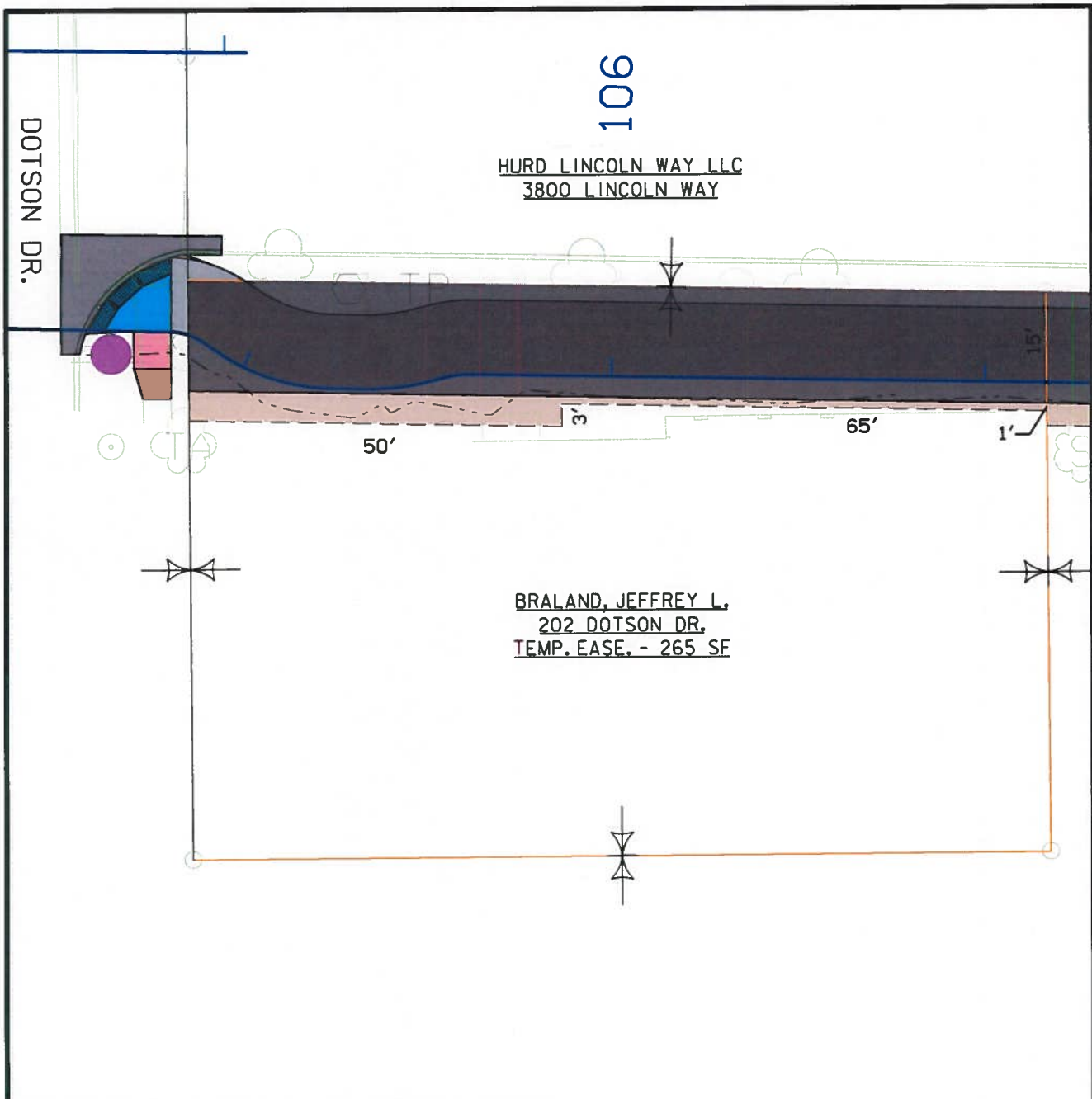
My license renewal date is December 31, 2019









DATE SURVEYED	07-22-2019
SCALE:	AS SHOWN
PROJECT NO.:	8828
DRAWN BY:	AJS
CHECKED BY:	AJS
SHEET	1 of 1

LEGEND	
NEW PERMANENT EASEMENT AREA	() RECORD MEASUREMENT
⊗ SET PK NAIL	(P.O.C.) POINT OF COMMENCEMENT
⊠ CALCULATED POSITION, NO MONUMENT SET	(P.O.B.) POINT OF BEGINNING
● FOUND MONUMENT AS NOTED	——— RIGHT-OF-WAY (ROW) LINE
	- - - - - EXISTING LOT LINE
	- - - - - EXISTING EASEMENT LINE

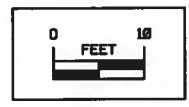




LEGEND:

 PROPOSED SHARED USE PATH	 PROPOSED SIDEWALK
 PROPOSED SIDEWALK LANDING	 PERMANENT EASEMENT
 PROPOSED SIDEWALK RAMP	 TEMPORARY EASEMENT

NOTE: TYPICAL WIDTH OF TEMPORARY EASEMENT IS 5'



AME001

Figure 001
SW Greenbelt Trail
from Beedle Dr. to Intermodal Facility
 City of Ames, Iowa

January 2020

TAP-U-0155(699)-81-85

OFFER TO PURCHASE AND AGREEMENT

PARCEL NO. 2 COUNTY: Story
 PROJECT NO. TAP-U-0155(699)-8I-85
 PROJECT NAME: SW Greenbelt Trail from Beedle Dr. to Intermodal Facility

SELLER: Jeffrey L. Braland, a single person

THIS AGREEMENT entered into this ____ day of _____, 2019, by and between SELLER and City of Ames, Iowa, a municipal corporation organized under the laws of the State of Iowa (hereinafter referred to as "CITY" or "BUYER") acting by and through the undersigned, its authorized Agent, hereby offers to buy permanent easement rights to the real estate situated in Story County, Iowa, and legally described on the attached **Easement Drawing, marked Exhibit A**. If accepted by SELLER, as evidenced by SELLER'S signature below, the parties agree as follows:

1. SELLER AGREES to sell and furnish to BUYER a conveyance document, on form(s) furnished by Buyer, and Buyer agrees to buy permanent easement rights to the following real estate, hereinafter referred to as the premises as described on page four and which include the following buildings, improvements and other property: **land only**. The premises also includes all estates, rights, title and interests, 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 related to the project and accepts payment under this agreement for any and all damages arising therefrom. 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.
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 SELLER has hereinafter agreed to do so, and agrees to give Buyer ten (10) days' notice of SELLER'S intention to do so in writing.
3. Buyer agrees to pay and SELLER AGREES to grant the right of possession, convey title and to surrender physical possession of the premises as shown on or before the dates listed below.

PAYMENT AMOUNT	AGREED PERFORMANCE	DATE
\$ _____	on right of possession	_____
\$ _____	on conveyance of title	_____
\$ _____	on surrender of possession	_____
\$ <u>6,090.00</u>	on possession and conveyance	<u>Within 30 Days of BUYER Approval</u>

\$ 6,090.00 TOTAL LUMP SUM

BREAKDOWN:	ac. = acres / sq.ft. = square feet	
Land by Fee Title	_____ sq.ft.	_____
Underlying Fee Title	_____ sq.ft.	_____
Permanent Easement	<u>1,723</u> sq.ft.	<u>\$ 5,310.00</u>
Temporary Easement	<u>265</u> sq.ft.	<u>\$ 130.00</u>
Landscaping/Other		<u>\$ 650.00</u>
Total		<u>\$ 6,090.00</u>
Additional Damages \$550 for one deciduous tree, and \$100 for one shrub		

4. **SELLER WARRANTS that there are no tenants on the premises holding under lease except: None**

5. **Each page and each attachment is by this reference made part hereof and the entire agreement consists of 5 pages.**
6. **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, Section 427.2, and agrees to warrant good and sufficient title. Names and addresses of lienholders are: Wells Fargo Bank, N.A., PO Box 11701, Newark, NJ 07101-4701**

7. **SELLER agrees that amounts payable by SELLER for real estate taxes, special assessments, mortgage payoffs, liens, or judgments shall be deducted at closing from the purchase price. SELLER AGREES to obtain court approval of this contract, if requested by Buyer, if title to the premises becomes an asset of any estate, trust, conservatorship or guardianship. Buyer agrees to pay court approval costs and all other costs necessary to transfer the premises to Buyer, but not attorney fees. Claims for such transfer costs shall be paid in amounts supported by paid receipts or signed bills.**
8. **BUYER agrees that any drain tile and/or underground irrigation systems which are located within the premises and are damaged by construction shall be repaired 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/or underground irrigation systems.**
9. **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.**
10. **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, Section 428A.1.**
11. **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.**
12. **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.**
13. **SELLER states and warrants that there is no well, solid waste disposal site, hazardous substances, nor underground storage tanks on the premises described and sought herein, except: _____**

14. **BUYER is also granted a Temporary Easement, described on the "Temporary Easement Drawings" marked AME002, on SELLER'S property for the purpose of allowing the City, its agents, contractors and employees a right of entry in, upon and onto the above-described property for but not limited to surveying, grading, storing materials and equipment and providing access during the construction of the SW Greenbelt Trail from Beedle Dr. to Intermodal Facility project and appurtenant facilities thereto. The Temporary Construction Easement shall terminate the earlier of: twelve (12) months from initiation of construction on Seller's property by the City, or upon acceptance of the project by the City of Ames, Iowa.**

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 Jeffrey L. Brafand
Jeffrey L. Brafand

X _____

ALL PURPOSE ACKNOWLEDGMENT

STATE OF Iowa }
COUNTY OF Story } ss:

On this 15 day of November, A.D. 2019, before me, the undersigned, a Notary Public in and for said State, personally appeared Jeffrey L. Brafand

or to me personally known
 proved to me on the basis of satisfactory evidence

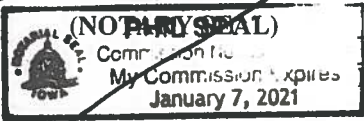
to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted,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

CAPACITY CLAIMED BY SIGNER:

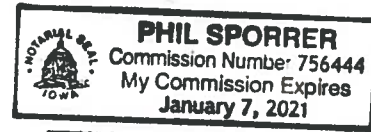
- INDIVIDUAL
- CORPORATE
 - Title(s) of Corporate Officer(s): _____
 - _____
 - Corporate Seal is affixed
 - No Corporate Seal procured
- PARTNER(S): Limited Partnership
 General Partnership
- ATTORNEY-IN-FACT
- EXECUTOR(S) or TRUSTEE(S)
- GUARDIAN(S) or CONSERVATOR(S)
- OTHER: _____

SIGNER IS REPRESENTING:

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



Phil Sporrer (Sign in Ink)
Phil Sporrer (Print/Type Name)
Notary Public in and for the State of Iowa



RECOMMENDED BY

Tyler Buckingham
Tyler Buckingham, Project Manager
10/27/19 (Date)

BUYER'S APPROVAL

Signed by: _____ (Date)

Signed by: _____ (Date)

BUYER'S ACKNOWLEDGMENT

STATE OF _____ }
COUNTY OF _____ } ss:

On this _____ day of _____, 20____, before me, the undersigned, personally appeared _____, known to me to be an agent of the City of Ames, Iowa and who did say that said instrument was signed on behalf of the City by its authority duly recorded in its minutes, and said agent acknowledged the execution of said instrument, which signature appears hereon, to be the voluntary act and deed of the City and by it voluntarily executed.

Notary Public in and for the State of Iowa