

Prepared by/Return to: Tyler Buckingham, JCG Land Services, Inc., 1715 South G Avenue, Nevada, Iowa 50201

515.661.7775

SPACE ABOVE THIS LINE FOR RECORDER

OFFER TO PURCHASE AND AGREEMENT

Page 1

PARCEL NO. 1
PROJECT NO. 0810-012-2017

COUNTY: Madison
PROJECT NAME: Veteran's Parkway

TO: General Manufacturing Co.

On this 1 day of June, 2018, the City of West Des Moines, 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 to the real estate situated in Madison County, Iowa, and legally described on the attached Acquisition Plats labeled Exhibit 1-P, and Exhibit 1-P1 and Temporary Easement Plat 1-T as detailed in Paragraph 14, below. This offer shall terminate on June 30, 2018. 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 the following real estate, hereinafter referred to as the premises as described on pages five (5) through ten (10) and which include the following buildings, improvements and other property: land only. The acquired fee title 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 ACKNOWLEDGES full payment from Buyer for such property interests acquired per the terms of this agreement.
2. Possession of the premises is the essence of this agreement and upon payment of the consideration due Seller hereunder, Buyer may enter and assume full use and enjoyment of the acquired fee title premises per the terms of this agreement and use and enjoyment of the easements per the terms of the separate easement agreements to be entered by the parties. SELLER grants Buyer the immediate right to enter the premises for the purpose of gathering survey and soil data; provided, however, until such time that the interest of SELLER being acquired by BUYER is conveyed by SELLER to BUYER pursuant to this Agreement, BUYER shall defend, indemnify, and hold SELLER harmless from any and all liability, losses, damage, cost, or expense (including Seller's reasonable attorney fees) arising from entry on SELLER's property prior to said conveyance. 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.
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>18,607.68</u>	on possession and conveyance	<u>Within 10 Days of BUYER Approval</u>

\$ 13,780.00 TOTAL LUMP SUM

BREAKDOWN:	ac. = acres / sq.ft. = square feet	
Land by Fee Title	_____ ac.	_____
Underlying Fee Title	_____ ac.	_____
Permanent Easement	<u>0.96</u> ac.	<u>\$8,736.00</u>
Temporary Easement	<u>4.52</u> ac.	<u>\$9,871.68</u>
Landscaping/Other	_____	_____
Total		<u>\$18,607.68</u>
Additional Damages	_____	_____

DISTRIBUTION: ONE COPY RETURNED TO BUYER -- ONE COPY RETAINED BY SELLER

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 17 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, and agrees to warrant good and sufficient title. Names and addresses of lienholders are: _____
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, fencing, and access drives, 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. BUYER shall pay SELLER for any damage to crops or loss of crop due to entry on or use of the premises pursuant to this Agreement or the easements granted herein.
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. Reserved.
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.
12. This written agreement, the Addendum attached hereto, Easement Agreements, and Memorandum of Understanding constitute 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. SELLER'S grant of the Temporary Easement of 4.52 acres, referenced in Paragraphs 1 and 3 above, and described on the Temporary Easement Exhibit I-T, on SELLER'S property shall be 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 Veteran's Parkway and appurtenant facilities thereto. The Temporary Construction Easement shall terminate the earlier of: eighteen (18) months from the date of this Agreement or date of initiation of construction on Seller's property by the City, or upon acceptance of the project by the City Council of the City of West Des Moines. BUYER agrees that any drain tile, drive, or access way, fence, or other improvement which may be damaged as a result of any entry made through BUYER's use of the Temporary Easement and right of access shall be repaired and restored at no expense to SELLER in a good and workmanlike manner as nearly as possible to their original condition.

During the term of this Easement, the City may make use of gasoline or other fuels for equipment used for constructing, maintaining, or repairing the public improvements, provided the City handles such substances in accordance with all applicable laws, rules, regulations, and ordinances. Use of the Property by City or City's designee(s) will not include, however, the use of any hazardous substance, but if a hazardous substance is used, City shall obtain the written consent of the Grantor prior to its use. City acknowledges and agrees that the Grantor's consent is at the Grantor's sole option and discretion and that such consent will not be unreasonably withheld but may be granted with any conditions or requirements that the Grantor deems appropriate.

During the term of this Easement, City shall be fully liable for all costs and expenses related to the use, storage, removal and disposal of hazardous substances used or kept on the Property, and City shall give immediate notice to the Grantor of any violation or any potential violation of any environmental regulation, rule, statute or ordinance relating to the use, storage or disposal of any hazardous substance.

City, at its sole cost and expense, agrees to remediate, correct or remove from the Property any contamination of the Property caused by any hazardous substances which have been used or permitted by City, its contractors, agents or assigns during the term of this Easement. Remediation, correction or removal shall be done in a safe and reasonable manner, and in conformance with all applicable laws, rules and regulations. City reserves all rights allowed by law to seek indemnity or contribution from any person or entity other than the Grantor who is or may be liable for any such cost and expense.

City agrees to indemnify and hold the Grantor harmless from and against all claims, causes of action, damages, loss, costs, expense, penalties, fines, lawsuits, liabilities, attorney fees and engineering and consulting fees arising out of or in any manner connected with hazardous substances which are caused or created by City, its contractors, agents or assigns on or after the termination of this Easement, including but not limited to injury or death to persons or damage to property, and including any diminution in the value of the Property which may result from the foregoing. This indemnity shall survive the cessation, termination, abandonment or expiration of this Easement.

15. BUYER, its successors and assigns, shall defend, indemnify, and hold harmless SELLER, its successors and assigns, from and against all claims, losses, damages, or expenses, including SELLER's reasonable attorney fees, in any way related to the construction of the public improvements or BUYER's use of the easement areas during construction of the public improvements or exercise of its rights under this Agreement.
16. The obligations of Buyer under this Agreement shall survive the closing of the transaction contemplated by this Agreement.
17. ADDENDUM. See attached Addendum for additional terms. This Agreement and the Addendum and all of the legal and equitable remedies of the parties in the event of a breach of any provision of such Agreement and Addendum by any party, or its successors and assigns, shall survive the closing of the transaction under this Agreement and shall not merge with the deed of conveyance or easement agreement from Seller to Buyer. In the event of any conflict between this Agreement and the Addendum, the Addendum shall supersede and control.

(END)

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.

General Manufacturing Co.

X Misty Wittern Lee VP
By: Misty Wittern Lee, Vice President

X _____
By: _____

ALL PURPOSE ACKNOWLEDGMENT

STATE OF Iowa
COUNTY OF Polk ss:

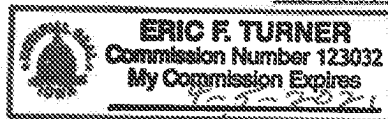
On this 29th day of June, A.D. 20 18, before me, the undersigned, a Notary Public in and for said State, personally appeared _____
Misty Wittern Lee

_____ 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.

(NOTARY SEAL)

Eric F. Turner (Sign in Ink)
ERIC F. TURNER (Print/Type Name)
Notary Public in and for the State of IOWA



BUYER'S APPROVAL

Signed by: _____ (Date) 6/29/2018

Signed by: _____ (Date)

BUYER'S ACKNOWLEDGMENT

STATE OF Iowa
COUNTY OF Polk ss:

On this 29 day of June, 2018, before me, the undersigned, personally appeared Richard J. Seleszinski, known to me to be an agent of the City of West-Des Moines, Iowa and who did say that said instrument was signed on behalf of 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



CAPACITY CLAIMED

BY SIGNER:

☐ INDIVIDUAL
☒ CORPORATE

Title(s) of Corporate Officer(s):

VICE 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 person(s) or entity(ies)

General Manufacturing Co.

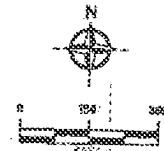
Index Legend	
Location:	NW 1/4 of SE1/4 Section 3, Township 77 N, Range 26 W
Requestor:	City of West Des Moines
Proprietor:	General Manufacturing Corporation
Surveyor:	Jody Budde
Surveyor Company:	Foth Infrastructure & Environment, LLC
	8191 Birchwood Court, Suite L
Return To:	Johnston, IA 50131 (515) 254-1393

PERMANENT EASEMENT

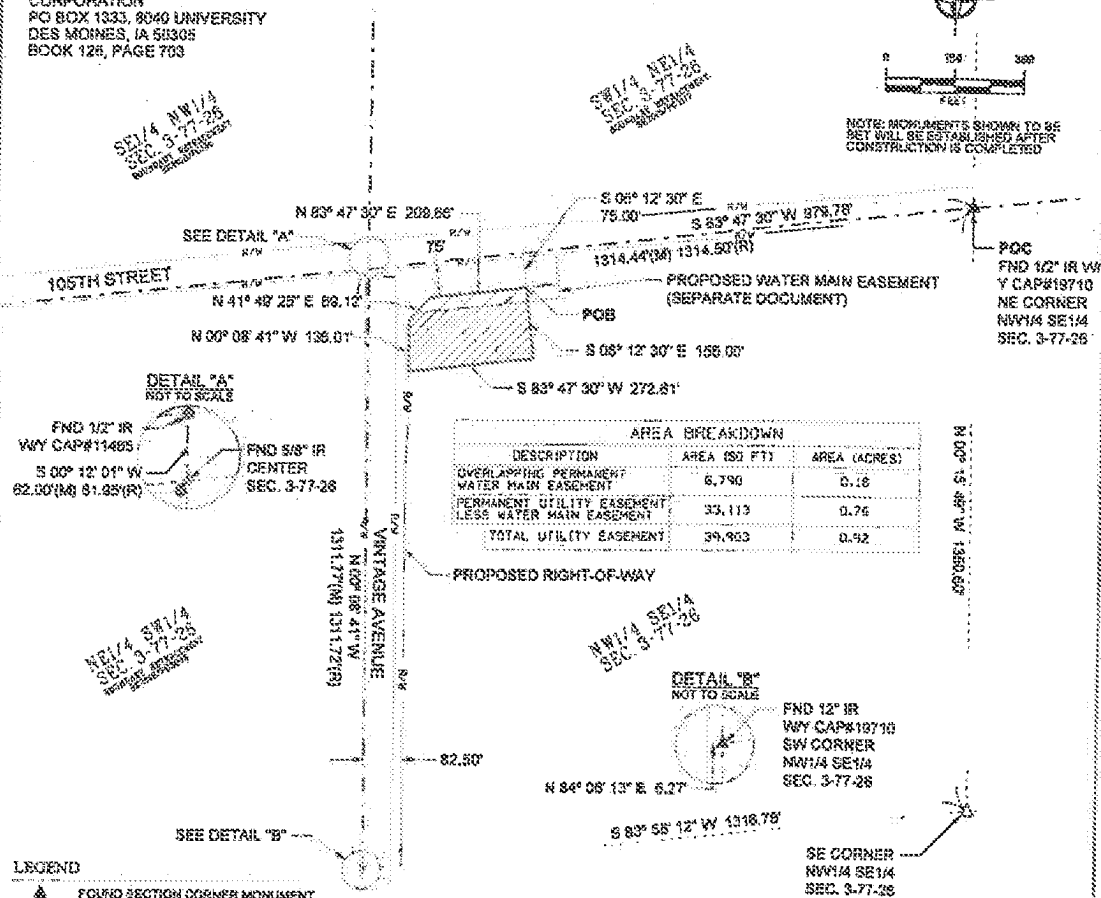
EXHIBIT 1-P

PERMANENT UTILITY EASEMENT BEING CONVEYED TO THE CITY OF WEST DES MOINES
SW GRAND PRAIRIE PARKWAY - VETERANS PARKWAY TO SW MADISON AVENUE
PARCEL 1
CITY CONTRACT NO. 0510-012-2017

PROPERTY OWNER:
GENERAL MANUFACTURING
CORPORATION
PO BOX 1333, 9040 UNIVERSITY
DES MOINES, IA 50305
BOOK 125, PAGE 703

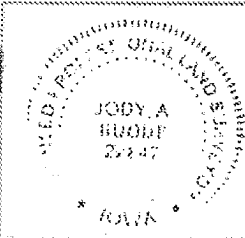


NOTE: MONUMENTS SHOWN TO BE SET WILL BE ESTABLISHED AFTER CONSTRUCTION IS COMPLETED



AREA BREAKDOWN		
DESCRIPTION	AREA (SQ FT)	AREA (ACRES)
OVERLAPPING PERMANENT WATER MAIN EASEMENT	6,790	0.16
PERMANENT UTILITY EASEMENT LESS WATER MAIN EASEMENT	33,113	0.76
TOTAL UTILITY EASEMENT	39,903	0.92

- LEGEND
- ▲ FOUND SECTION CORNER MONUMENT
 - △ SET SECTION CORNER MONUMENT
 - FOUND 1/2\"/>



FIELD SURVEY COMPLETED: OCTOBER 2017

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 Professional Land Surveyor under the laws of the State of Iowa.

JODY A. BUDDE, P.L.S.
License Number: 22847
My license renewal date is: DECEMBER 31, 2018
Pages or sheets covered by this cert: 142 OF 2

DATE: 4-3-2018

SURVEY FOR:
CITY OF WEST DES MOINES
4200 MILLS CIVIC PKWY
WEST DES MOINES, IA 50265
PHONE: (515) 222-3480



Foth Infrastructure & Environment, LLC
8881 Birchwood Court, Suite L
Johnston, IA 50131-2051
Phone: 515-254-1393 Fax: 515-254-1642

SHEET
1 OF 2

FOTH PROJECT NO. 16W05B-01 DATE: 4/5/2018

PERMANENT EASEMENT

EXHIBIT 1-P

PERMANENT UTILITY EASEMENT BEING CONVEYED TO THE CITY OF WEST DES MOINES
SW GRAND PRAIRIE PARKWAY - VETERANS PARKWAY TO SW MADISON AVENUE
PARCEL 1
CITY CONTRACT NO. 0510-012-2017

PROPERTY OWNER:

GENERAL MANUFACTURING
CORPORATION
PO BOX 1333, 8040 UNIVERSITY
DES MOINES, IA 50305
BOOK 126, PAGE 703

LEGAL DESCRIPTION:

A TRACT OF LAND LOCATED IN THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 3,
TOWNSHIP 77 NORTH, RANGE 26 WEST OF THE FIFTH PRINCIPAL MERIDIAN, MADISON COUNTY, IOWA, MORE
PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF
SAID SECTION 3, THENCE SOUTH 83° 47' 30" WEST, 978.78 FEET ALONG THE NORTH LINE OF SAID SOUTHEAST
QUARTER; THENCE SOUTH 08° 12' 30" EAST, 75.00 FEET TO A POINT ON THE PROPOSED SOUTH RIGHT-OF-WAY
LINE OF 105TH STREET, ALSO BEING THE POINT OF BEGINNING; THENCE SOUTH 08° 12' 30" EAST, 155.00
FEET; THENCE SOUTH 83° 47' 30" WEST, 272.61 FEET TO THE PROPOSED EAST RIGHT-OF-WAY LINE OF SW
GRAND PRAIRIE PARKWAY; THENCE NORTH 00° 08' 41" WEST, 136.01 FEET ALONG SAID PROPOSED EAST
RIGHT-OF-WAY LINE; THENCE NORTH 41° 48' 25" EAST, 88.12 FEET TO SAID PROPOSED SOUTH RIGHT-OF-WAY
LINE; THENCE NORTH 83° 47' 30" EAST, 208.88 FEET ALONG SAID PROPOSED SOUTH RIGHT-OF-WAY LINE TO THE
POINT OF BEGINNING.

SAID TRACT CONTAINS 39,903 SQUARE FEET OR 0.92 ACRES MORE OR LESS, INCLUDING 6,790 SQUARE FEET OR
0.16 ACRES OF PERMANENT WATER MAIN EASEMENT.

FOR THE PURPOSE OF THIS DESCRIPTION, ALL BEARING AND DISTANCES ARE REFERENCED TO NAD83(2011) IA
SPCS SOUTH ZONE, US SURVEY FOOT.

FIELD SURVEY COMPLETED: OCTOBER 2017

SURVEY FOR:

CITY OF WEST DES MOINES
4200 MILLS CIVIC PKWY
WEST DES MOINES, IA 50265
PHONE: (515) 222-3480



Foth Infrastructure & Environment, LLC
9181 Briarwood Court, Suite L
Johnston, IA 50131-8201
Phone: 515-254-1193 Fax: 515-254-1643

POTH PROJECT NO. 16W058-01 DATE: 4/5/2018

SHEET

2 OF 2

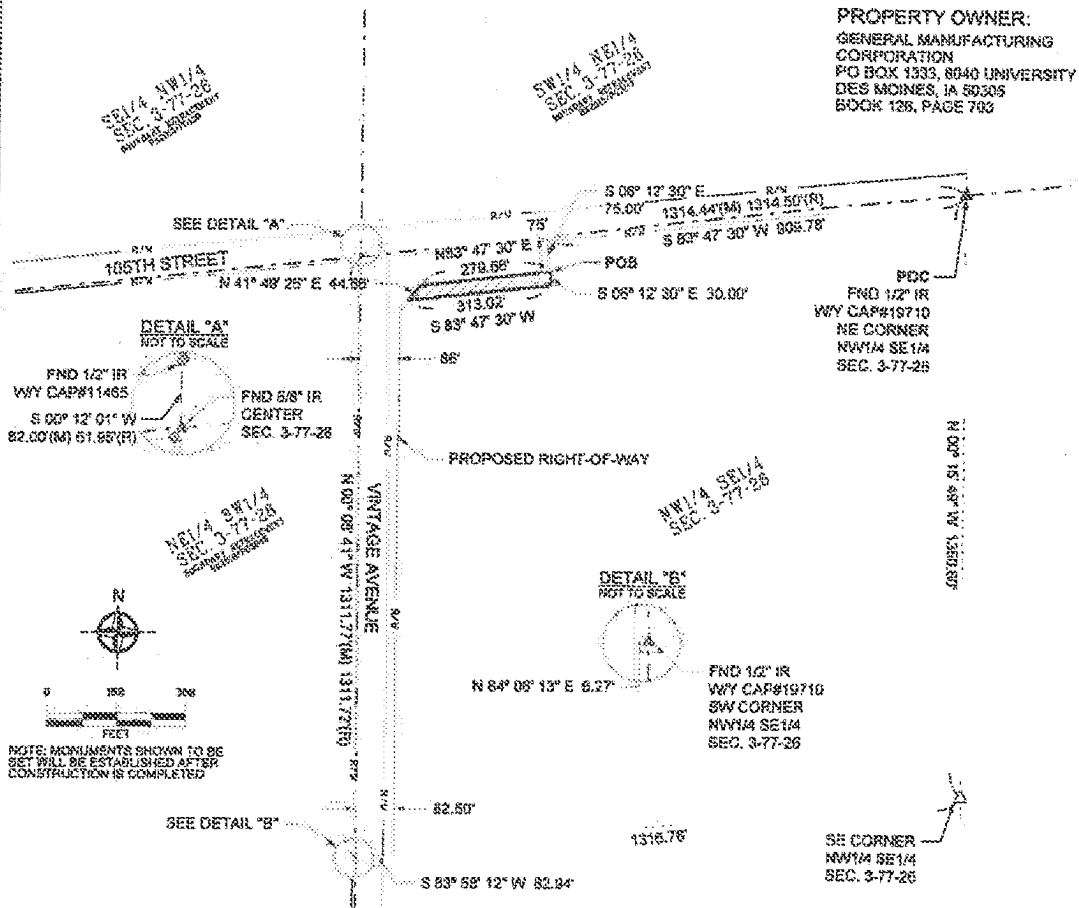
Index Legend	
Location:	NW 1/4 of SE1/4 Section 3, Township 77 N, Range 26 W
Requestor:	City of West Des Moines
Proprietor:	General Manufacturing Corporation
Surveyor:	Jody Budde
Surveyor Company:	Foth Infrastructure & Environment, LLC
Return To:	8191 Birchwood Court, Suite L Johnston, IA 50131 (515) 254-1393

PERMANENT EASEMENT

EXHIBIT 1-P1

PERMANENT WATER MAIN EASEMENT BEING CONVEYED TO THE CITY OF WEST DES MOINES
SW GRAND PRAIRIE PARKWAY - VETERANS PARKWAY TO SW MADISON AVENUE
PARCEL 1
CITY CONTRACT NO. 0510-012-2017

PROPERTY OWNER:
GENERAL MANUFACTURING
CORPORATION
PO BOX 1333, 8040 UNIVERSITY
DES MOINES, IA 50305
BOOK 125, PAGE 703



- LEGEND**
- ▲ FOUND SECTION CORNER MONUMENT
 - △ SET SECTION CORNER MONUMENT
 - FOUND 1/2\" RERO W/CAP#19710 (UNLESS NOTED)
 - SET 5/8\" RERO W/CAP#19710 (UNLESS NOTED)
 - (M) MEASURED DIMENSION
 - (R) RECORDED DIMENSION
 - I.R. IRON ROD
 - I.P. IRON PIPE
 - SECTION LINE
 - RIGHT-OF-WAY LINE
 - EXISTING LOT LINE
 - PROPERTY LINE
 - ▨ PERMANENT WATER MAIN EASEMENT

SURVEY FOR:
CITY OF WEST DES MOINES
4290 MILLS CIVIC PKWY
WEST DES MOINES, IA 50265
PHONE: (515) 222-3480

FOTH PROJECT NO. 16W050-01 DATE: 3/22/2018



Foth Infrastructure & Environment, LLC
8191 Birchwood Court, Suite L
Johnston, IA 50131-2831
Phone: 515/254-1395 Fax: 515/254-8942

SHEET
1 OF 2

FIELD SURVEY COMPLETED: OCTOBER 2017

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 Professional Land Surveyor under the laws of the State of Iowa.

JODY A. BUDDE, P.L.S.

Licenses Number: 22847

My license renewal date is DECEMBER 31, 2018.

Pages or sheets covered by this seal:

3-22-2018
DATE

142 OF 2

PERMANENT EASEMENT

EXHIBIT 1-P1

PERMANENT WATER MAIN EASEMENT BEING CONVEYED TO THE CITY OF WEST DES MOINES
SW GRAND PRAIRIE PARKWAY - VETERANS PARKWAY TO SW MADISON AVENUE
PARCEL 1
CITY CONTRACT NO. 0510-012-2017

PROPERTY OWNER:
GENERAL MANUFACTURING
CORPORATION
PO BOX 1333, 8040 UNIVERSITY
DES MOINES, IA 50305
BOOK 128, PAGE 753

LEGAL DESCRIPTION:

A TRACT OF LAND LOCATED IN THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 3,
TOWNSHIP 77 NORTH, RANGE 26 WEST OF THE FIFTH PRINCIPAL MERIDIAN, MADISON COUNTY, IOWA, MORE
PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER
OF SAID SECTION 3; THENCE SOUTH 83° 47' 30" WEST, 809.78 FEET ALONG THE NORTH LINE OF THE
SOUTHEAST QUARTER OF SAID SECTION 3; THENCE SOUTH 08° 12' 30" EAST, 75.00 FEET ALONG THE
PROPOSED SOUTH RIGHT-OF-WAY LINE OF 165TH STREET TO THE POINT OF BEGINNING; THENCE SOUTH 08°
12' 30" EAST, 30.00 FEET; THENCE SOUTH 83° 47' 30" WEST, 313.02 FEET TO THE PROPOSED EAST
RIGHT-OF-WAY LINE OF SW GRAND PRAIRIE PARKWAY; THENCE NORTH 41° 48' 25" EAST, 44.86 FEET ALONG
SAID PROPOSED EAST RIGHT-OF-WAY LINE TO SAID PROPOSED SOUTH RIGHT-OF-WAY LINE; THENCE NORTH
83° 47' 30" EAST, 279.68 FEET ALONG SAID PROPOSED SOUTH RIGHT-OF-WAY LINE TO THE POINT OF
BEGINNING.

SAID TRACT CONTAINS 8,590 SQUARE FEET OR 0.20 ACRES MORE OR LESS.

FOR THE PURPOSE OF THIS DESCRIPTION, ALL BEARING AND DISTANCES ARE REFERENCED TO NAD83(2011)
IA SPCS SOUTH ZONE, US SURVEY FOOT.

FIELD SURVEY COMPLETED: OCTOBER 2017

SURVEY FOR:
CITY OF WEST DES MOINES
4200 MILLS CIVIC PKWY
WEST DES MOINES, IA 50265
PHONE: (515) 222-3480

FOTH PROJECT NO. 16W089-01 DATE: 3/22/2018



Foth Infrastructure & Environment, LLC
5181 Birchwood Court, Suite L
Jensen, IA 50131-2821
Phone: 515-254-1200 Fax: 515-254-1542

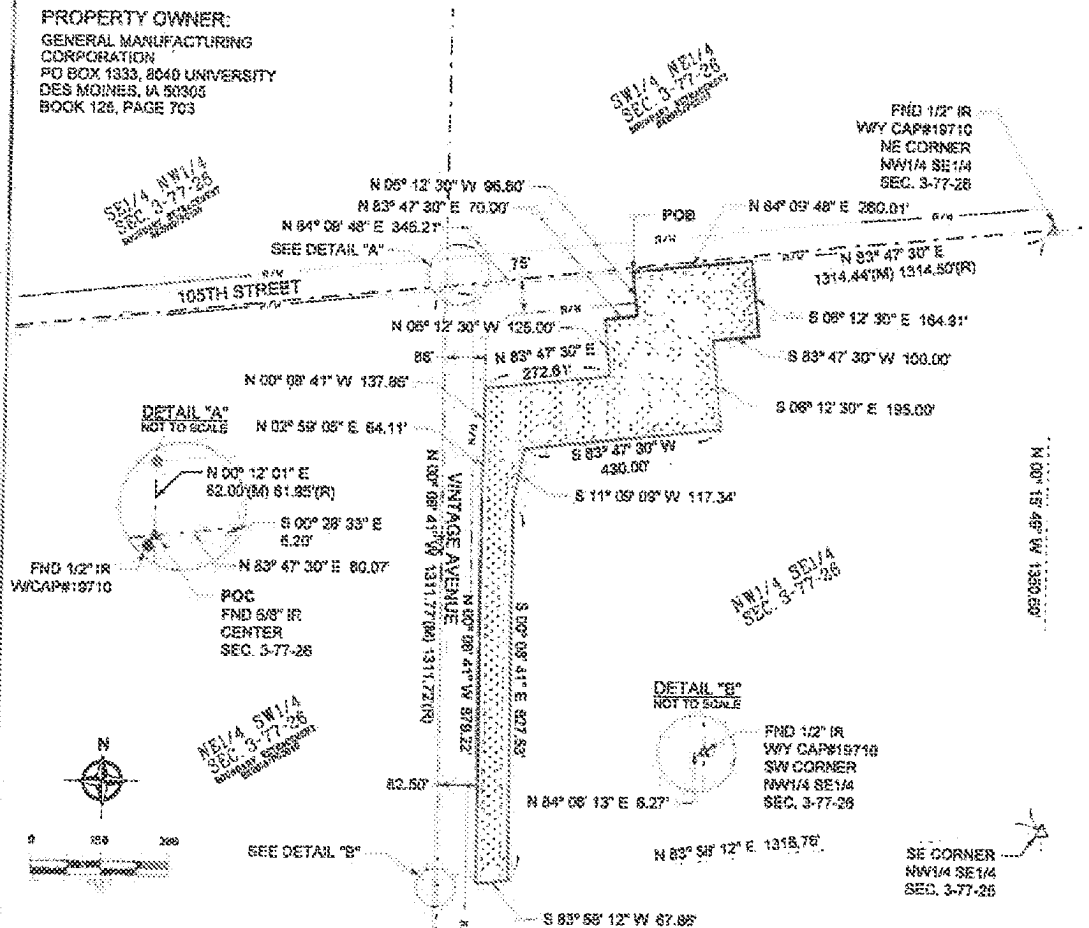
SHEET
2 OF 2

TEMPORARY EASEMENT

EXHIBIT 1-T

TEMPORARY CONSTRUCTION EASEMENT BEING CONVEYED TO THE CITY OF WEST DES MOINES
SW GRAND PRAIRIE PARKWAY - VETERANS PARKWAY TO SW MADISON AVENUE
PARCEL 1
CITY CONTRACT NO. 0510-012-2017

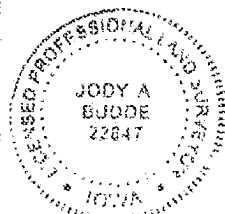
PROPERTY OWNER:
GENERAL MANUFACTURING
CORPORATION
PO BOX 1333, 2040 UNIVERSITY
DES MOINES, IA 50303
BOOK 128, PAGE 703



LEGEND

- ▲ FOUND SECTION CORNER MONUMENT
- △ SET SECTION CORNER MONUMENT
- ⊙ FOUND 1/2" BEROB W/CAP#11450 (UNLESS NOTED)
- SET 5/8" BEROB W/CAP#123847 (UNLESS NOTED)
- (M) MEASURED DIMENSION
- (R) RECORDED DIMENSION
- I.R. IRON ROD
- I.P. IRON PIPE
- - - SECTION LINE
- - - RIGHT-OF-WAY LINE
- - - EXISTING LOT LINE
- - - PROPERTY LINE
- TEMPORARY CONSTRUCTION EASEMENT

FIELD SURVEY COMPLETED: OCTOBER 2017

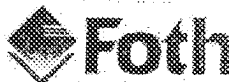


I hereby certify that this land surveying document was prepared and the related survey work was performed by me or under my direct personal supervision and that I am a duly licensed Professional Land Surveyor under the laws of the State of Iowa.

JODY A. BUDDE, P.L.S.
License Number: 22647
My license renewal date is DECEMBER 31, 2018.
Pages or sheets covered by this seal: 12 OF 2

SURVEY FOR:
CITY OF WEST DES MOINES
4200 MILLS CIVIC PKWY
WEST DES MOINES, IA 50265
PHONE: (515) 223-3480

FOTH PROJECT NO. 15W058-01 DATE: 3/22/2018



Foth Infrastructure & Environment, LLC
6181 Birchwood Court, Suite L
Johnston, IA 50131-2031
Phone: 515-254-1353 Fax: 515-254-1942

SHEET
1 OF 2

TEMPORARY EASEMENT

EXHIBIT 1-T

TEMPORARY CONSTRUCTION EASEMENT BEING CONVEYED TO THE CITY OF WEST DES MOINES
SW GRAND PRAIRIE PARKWAY - VETERANS PARKWAY TO SW MADISON AVENUE
PARCEL 1
CITY CONTRACT NO. 0510-012-2017

PROPERTY OWNER:

GENERAL MANUFACTURING
CORPORATION
PO BOX 1333, 8040 UNIVERSITY
DES MOINES, IA 50305
BOOK 126, PAGE 703

LEGAL DESCRIPTION:

A TRACT OF LAND LOCATED IN THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 3,
TOWNSHIP 77 NORTH, RANGE 26 WEST OF THE FIFTH PRINCIPAL MERIDIAN, MADISON COUNTY, IOWA, MORE
PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTER OF SAID SECTION 3, THENCE NORTH 83° 47' 30" EAST, 80.07 FEET ALONG THE
NORTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 3 TO THE EXTENSION OF THE EAST
RIGHT-OF-WAY LINE OF VINTAGE AVENUE; THENCE SOUTH 00° 28' 33" EAST, 8.20 FEET ALONG THE EXTENSION
OF SAID EAST RIGHT-OF-WAY LINE TO THE SOUTH RIGHT-OF-WAY LINE OF 195TH STREET; THENCE NORTH 84°
09' 48" EAST, 345.21 FEET ALONG SAID SOUTH RIGHT-OF-WAY LINE TO THE POINT OF BEGINNING; THENCE
NORTH 84° 09' 48" EAST, 260.01 FEET CONTINUING ALONG SAID SOUTH RIGHT-OF-WAY LINE; THENCE SOUTH
06° 12' 30" EAST, 184.91 FEET; THENCE SOUTH 83° 47' 30" WEST, 190.00 FEET; THENCE SOUTH 06° 12' 30"
EAST, 185.00 FEET; THENCE SOUTH 83° 47' 30" WEST, 430.00 FEET; THENCE SOUTH 11° 08' 08" WEST,
117.24 FEET; THENCE SOUTH 09° 08' 41" EAST, 827.53 FEET TO THE SOUTH LINE OF THE NORTHWEST
QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 3; THENCE SOUTH 83° 58' 12" WEST, 67.86 FEET
ALONG SAID SOUTH LINE; THENCE NORTH 09° 08' 41" WEST, 879.22 FEET; THENCE NORTH 02° 59' 05" EAST,
64.11 FEET; THENCE NORTH 00° 08' 41" WEST, 137.86 FEET; THENCE NORTH 83° 47' 30" EAST, 272.61 FEET;
THENCE NORTH 06° 12' 30" WEST, 125.00 FEET; THENCE NORTH 83° 47' 30" EAST, 70.00 FEET; THENCE NORTH
06° 12' 30" WEST, 86.80 FEET TO THE POINT OF BEGINNING.

SAID TRACT CONTAINS 196,898 SQUARE FEET OR 4.52 ACRES MORE OR LESS.

FOR THE PURPOSE OF THIS DESCRIPTION, ALL BEARING AND DISTANCES ARE REFERENCED TO NAD83(2011)
IA SPCS SOUTH ZONE, US SURVEY FOOT

FIELD SURVEY COMPLETED: OCTOBER 2017

SURVEY FOR:

CITY OF WEST DES MOINES
4200 MILLS CIVIC PKWY
WEST DES MOINES, IA 50265
PHONE: (515) 222-3480



Foth Infrastructure & Environment, LLC
5191 Blomwood Court, Suite 1
Johnson, IA 50121-2591
Phone: 515-254-1393 Fax: 515-254-1042

FOTH PROJECT NO. 16W059-01 DATE: 3/22/2018

SHEET

2 OF 2

ADDENDUM TO OFFER TO PURCHASE AND AGREEMENT

PARCEL NO. 1 COUNTY: Madison
PROJECT NO. 0510-012-2017 PROJECT NAME: Veteran's Parkway

THIS ADDENDUM to that certain Offer to Purchase Agreement dated JUNE 29, 2018, ("Purchase Agreement") by and between the City of West Des Moines, Iowa, a municipal corporation organized under the laws of the State of Iowa (hereinafter referred to as the "City" or "Buyer"), acting by and through the undersigned, its authorized Agent, and General Manufacturing Co., an Iowa corporation (hereinafter referred to as the "Seller"). The Seller and City are sometimes referred to collectively herein as the "Parties".

WHEREAS, City and Seller are entering the Purchase Agreement and desire to set forth additional terms concerning the City's acquisition of certain property and easements from Seller legally described on the attached Acquisition Plats labeled Exhibit 1-P, and Exhibit 1-P1 and Temporary Easement Plat 1-T; and

WHEREAS, this Addendum shall form a part of the Purchase Agreement as if set forth therein and serves as additional inducement to Seller to enter into the Purchase Agreement, and without which Seller would be unwilling to enter into the Purchase Agreement, and thus, the covenants and agreements of City set forth in this Addendum serves as part of the consideration for Seller's agreement to sell transfer and convey the property and easements to City as set forth in the Purchase Agreement.

NOW, THEREFORE, in consideration of the foregoing recitals, and the respective covenants and agreements herein contained, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, the Parties hereto agree as follows:

1. City hereby acknowledges that by of a separate agreement, namely, that certain Memorandum of Understanding among City, Seller, and other landowners, Seller is dedicating and donating 15.206 acres to City to be used as part of the right of way for Project No. 0510-011-2017 (Veterans Parkway) and 3.1 acres (including 1.93 acres representing the underlying fee with respect to a previous roadway easement for Vintage Road) to be used as part of the right of way for Project No. 0510-012-2017 (Veterans Parkway and Vintage Avenue, i.e., Grand Prairie Parkway), and City recognizes the value of \$331,169.20 for such property.

2. City shall provide Seller with the following accesses from Veterans Parkway and Grand Prairie Parkway (Vintage Avenue) to serve Seller's property in the Southeast Quarter (SE 1/4) of Section 3, Township 77 North, Range 26 West of the 5th P.M, and the Southwest Quarter of the Southwest Quarter (SW1/4 SW1/4) of Section 2, Township 77 North, Range 26 West of the 5th P.M., all in Madison County, Iowa:

- A. Access from the South side of Veterans Parkway between Stations 1855+00 and 1865+00. The access drive to be constructed by City will be 32 feet wide with a 30 foot radius at the entrance. The access drive will be gravel and will run from the paved road to the south right-of-way line of Veterans Parkway at a grade acceptable to Seller. The entrance and gates would be provided by City pursuant to the City's design acceptable to Seller.
- B. Access from the North side of Veterans Parkway would be provided at Station 1849+00. The access drive to be constructed by City will be 32 feet wide with a 30 foot radius at the entrance. The access drive will be gravel and will run from the paved road to the north right-of-way line of Veterans Parkway at a grade acceptable to Seller. The entrance and gates would be provided by City pursuant to the City's design acceptable to Seller.
- C. Access in the Northeast corner of the intersection of Veterans Parkway and Grand Prairie Parkway (Vintage Avenue) from the east side of Grand Prairie Parkway at Station 4+03.07. The access drive to be constructed by City will be 32 feet wide with a 30 foot radius at the entrance. The access drive will be gravel and will run from the paved road to an acceptable grade per Seller. The entrance and gates would be provided by City pursuant to the City's design acceptable to Seller.

- D. Access from the East side of Grand Prairie Parkway between Stations 170+00 and 172+00. The access drive to be constructed by City will be 32 feet wide with a 30 foot radius at the entrance. The access drive will be gravel and will run from the paved road to an acceptable grade per Seller. The entrance and gates would be provided by City pursuant to the City's design acceptable to Seller.
- E. Access from the East side of Vintage Road at Station 0+78.83 South of the intersection with Veterans Parkway. The access drive to be constructed by City will be 32 feet wide with a 30 foot radius at the entrance. The access drive will be gravel and will run from the paved road to an acceptable grade per Seller. The entrance and gates would be provided by City pursuant to the City's design acceptable to Seller.

Each access shall remain until such time that the specific portion of the road with which the access connects is expanded to a primary fully controlled access highway (Primary 1 Highway) or is used as an interchange.

4. City shall provide the following fencing and gates for Seller's property:

- A. On North side of Veterans Parkway, permanent fencing (with gates at the access point discussed above) would be installed along the North right-of-way line pursuant to the specs to be attached to this memorandum ("fencing specs"). The fencing in the area of the culvert would be installed above the culvert entrance.
- B. On the South side of Veterans Parkway, temporary fencing sufficient to contain livestock would be installed along the South line of the temporary construction easement, and upon completion of construction, permanent fencing (with gates at the access point discussed above) would be installed along the South right-of-way line pursuant to the fencing specs. The fencing in the area of the culvert would be installed above the culvert entrance.
- C. On the East side of Grand Prairie Parkway and Vintage Avenue, temporary fencing sufficient to contain livestock would be installed along the East line of the temporary construction easement, and upon completion of construction, permanent fencing (with gates at the access points discussed above) would be installed along the East right-of-way line pursuant to the fencing specs.
- D. All fencing and gates would be reinstalled south of the intersection of Vintage Avenue and Veterans Parkway pursuant to City design acceptable to owner with fencing pursuant to the fencing specs.
- E. All fencing and gates would be reinstalled along Adams (105th) at the South right-of-way of Adams Street pursuant to City design acceptable to owner with fencing pursuant to the fencing specs.

5. Upon the loss of the accesses from the North side of Veterans Parkway and East side of Grand Prairie Parkway, the City shall install a creek crossing in the NW1/4 of SE1/4 of Section 3, Township 77 North, Range 26 West of the 5h P.M., at a point selected by Seller near the middle of said parcel. The crossing shall be 15 feet wide and would have a culvert sufficient to handle a 25-year event with emergency overflow (but not over the top of the culvert). The crossing would be constructed in accordance with a City design acceptable to Seller.

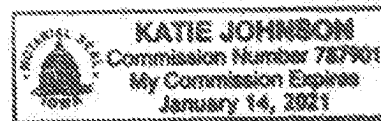
6. Within ninety (90) days after execution of the Agreement and this Addendum, City shall pay Seller for the economic remnant described below based on a price of \$18,200 per acre:

That portion of the Southwest Quarter of the Southwest Quarter (SW1/4 SW1/4) of Section 2, Township 77 North, Range 26 West of the 5h P.M., Madison County, Iowa, located in the northeast corner thereof bounded on the South side by the North right of way line of Veterans Parkway, the East side by the East line of said SW1/4 SW1/4, the North side by the North line of said SW1/4 SW1/4, and the West side by the East bank of the creek.

STATE OF IOWA)
)SS
COUNTY OF POLK)

On this 2nd day of July, 2018, before me, the undersigned, a Notary Public in and for said County and State personally appeared Steven K. Gaer and Ryan T. Jacobson, to me personally known, who being by me duly sworn, did say they are the Mayor and City Clerk of the City of West Des Moines, Iowa, a municipal corporation, executing the within and foregoing instrument and acknowledged that they executed the same as their voluntary act and deed of the City of West Des Moines, by it and by them voluntarily executed.

Katie Johnson
Notary Public in and for the State of Iowa
My Commission Expires: 01/14/21



J & L Custom Fence, Inc

3321 190th Street
Prole, IA 50229-8529
515-371-1531

*Veteran Parkway
Hastings
WDM.*

Quote

Date	Quote #
4/19/2018	705

Name / Address
Silver Fox P.O. Box 1333 Des Moines, Ia. 50305

		Rep	Project
Description		Qty	Total
Creosote Post 6' x 8'	52		1,469.00T
9' U Brace - 45 Degree	26		624.00T
6' anchor	26		325.00T
No. 9 Tie Wire	21		277.20T
6.5' Steel Post	333		2,131.20T
Creosote Post 4' X 6 1/2'	333		3,829.50T
47' Woven Wire	25		7,484.50T
Barbwire 2 Point	7		472.50T
Applegate 16' 2"	6		1,230.00T
staples, lags, clips, extras	1		4,712.12T
L-INSTWYNWIRE	485		8,487.50
install one wire per foot	8,000		3,600.00
L-CRNSET2	3		135.00
L-HANGGATE	6		270.00
L-CRNSET1	4		140.00
mobilization	1		450.00T
Fence Removal per rod	485		4,365.00
disposal	1		1,200.00T
Both sides of new road including new gate access from dirt road			
Price subject to change			
Sales Tax			0.00
Total			\$41,202.52

J & L Custom Fence, Inc

3321 190th Street
Prole, IA 50229-8529
515-371-1531

Quote

Date	Quote #
4/19/2018	769

WDM

Name / Address
Silver Fox P.O. Box 1333 Des Moines, Ia. 50305

		Rep	Project
Description	Qty	Total	
Crescote Post 6' x 8'	9	254.25T	
9' U Brace - 45 Degree	4	96.00T	
6' anchor	6	75.00T	
No. 9 Tie Wire	3	39.60T	
6.5' Steel Post	35	234.00T	
Crescote Post 4' X 6 1/2'	35	402.50T	
47' Woven Wire	4	1,197.52T	
Barbwire 2 Point	1	67.50T	
staples,lags, clips, extras	1	1,486.25T	
L-INSTWVNWIRE	80	1,400.00	
install one wire per foot	1,320	528.00	
L-CRNSET2	1	45.00	
L-CRNSET1	2	70.00	
Fence Removal per rod	80	680.00	
disposal	1	250.00T	
East side of Vintage ave running north to 105th Price subject to change			
Sales Tax		0.00	
Total		\$6,815.62	

WDM

Quote

Date	Quote #
4/19/2018	706

Name / Address
Silver Fox P.O. Box 1333 Des Moines, Ia. 50305

		Rep	Project
Description	Qty	Total	
Cresote Post 6' x 8'	4	113.00T	
9' U Brace - 45 Degree	2	48.00T	
6' anchor	2	25.00T	
No. 9 Tie Wire	2	26.40T	
Cresote Post 4' X 6 1/2'	8	92.00T	
6.5' Steel Post	17	108.80T	
47' Woven Wire	1	299.38T	
Barbwire 2 Point	0.25	16.88T	
L-ENSTWVNWIRE	20	350.00	
install one wire per foot	330	132.00	
L-CRNSET1	2	70.00	
L-HANGGATE	1	40.00	
Applegate 16' 2"	1	195.50T	
staples,lags, clips, extras	1	138.63T	
from north of new road to ditch			
Price subject to change			
Sales Tax		0.00	
Total		\$1,655.59	