

11/25/14  
9-2 113  
80d

Prepared by: JCG Land Services, Inc., 1715 South G Avenue, Nevada, Iowa 50201  
For: Woodbury County Engineer's Office, 759 E. Frontage Road, Moline, IA 51039

(515) 382-1598  
(712) 873-3215  
Page 1

PURCHASE AGREEMENT

PARCEL 1 COUNTY WOODBURY  
PROJECT Woodbury 240<sup>th</sup> St Extension ROAD \_\_\_\_\_

SELLER: James T. O'Malley (2/5), Francis M. O'Malley (1/5), John H. O'Malley (1/5) and Jean Ann O'Malley (1/5)

THIS AGREEMENT entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2014, by and between Seller and Woodbury County, Iowa, Buyer.

1a. SELLER AGREES to sell and furnish to Buyer a conveyance document, on form(s) furnished by Buyer, and Buyer agrees to buy the following real estate, hereinafter referred to as the premises, situated in parts of the following:

The Northwest Quarter (NW ¼) of the Southeast Quarter (SE ¼) of Section Twelve (12), Township Eighty-seven (87) North, Range Forty-eight (48) West of the 6<sup>th</sup> P.M.

in the County of Woodbury, State of Iowa, and more particularly described on Pages 7 & 8, including the following buildings, improvements and other property:  
All land, trees, shrubs, landscaping and surfacing attached to the premises sought and described herein.

~~4b. SELLER ALSO AGREES to convey to Buyer all of Seller's rights of direct access from the premises to Highway \_\_\_\_\_, excepting and reserving to Seller the right of access at the following location:~~

1c. SELLER ALSO GRANTS to Buyer a temporary easement, more particularly described on Page \_\_\_\_\_ for the purpose of \_\_\_\_\_, and as shown on the project plans for said improvement. Said temporary easement shall terminate upon completion of this project.

1d. 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 of the street 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 possession right to enter the premises for the purpose of gathering survey and soil data. SELLER MAY surrender possession of the premises or building or improvements 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.

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>23,210</u>	on possession and conveyance	<u>60 days after Buyer approval</u>
\$ <u>23,210</u>	TOTAL LUMP SUM	
<u>Breakdown</u>	<u>Ac.</u>	
Land by Fee Title	<u>2.11</u> Ac.	
Underlying Fee Title	_____ Ac.	
Permanent Easement	_____ Ac.	

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

4. SELLER WARRANTS that there are no tenants on the premises holding under lease except:  
Jack Cook Farms
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.
6. Buyer may include mortgages, 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. If requested to do so, SELLER WILL deliver to the Buyer an abstract of title to the premises. Buyer agrees to pay the cost of abstract continuation. SELLER AGREES to provide such documentation as may be required by Iowa Land Title Standards to convey merchantable title to Buyer. SELLER ALSO AGREES to obtain court approval of this agreement. If requested by Buyer, in the event 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.
7. Buyer agrees that any agricultural drain tiles that are located within the premises and are damaged or require relocation by highway construction shall be repaired or relocated at no expense to Seller. Where Buyer specifically agrees to construct and maintain fence, the fence shall be constructed and maintained for vehicle access control purposes only at no expense to Seller. Buyer shall have the right of entry upon Seller's remaining property along the right of way line, if necessary, for the purpose of connecting said drain tile and constructing and maintaining said fence. Seller may pasture against said fence at his own risk. Buyer will not be liable for fencing private property or maintaining the same to restrain livestock.
8. 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.
9. 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.
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, private sewage disposal systems, hazardous substance, nor underground storage tank on the premises described and sought herein, except:  
NONE
12. 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 under Section 66.62 of the Code of Iowa.
13. Buyer agrees to reconstruct entrances at all existing locations.  
It is understood and agreed that all other entrances not list or allowed in this agreement will be eliminated.

**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.

James T. O'Malley  
James T. O'Malley  
6 Golf Course Road, Madison, WI 53704-1423

October 10, 2014

This section to be completed by a Notary Public.  
Both columns must be completed.

**SELLER'S ACKNOWLEDGMENT**

STATE OF Wisconsin

COUNTY OF Dane

On this 10<sup>th</sup> day of October, AD. 2014, before me,

the undersigned, a Notary Public in and for said State, personally appeared:

James T. O'Malley

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 he/she/they executed the same in his/her/their personal capacity, or the entity upon behalf of which the person(s) acted, executed the instrument.

John S. Minix  
(Sign in ink)

John S. Minix  
(Print / Type Name)

Notary Public in and for the State of Wisconsin

**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)

**BUYER'S ACKNOWLEDGMENT**

STATE OF IOWA: ss: On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, the undersigned, personally appeared \_\_\_\_\_ known to me to be the

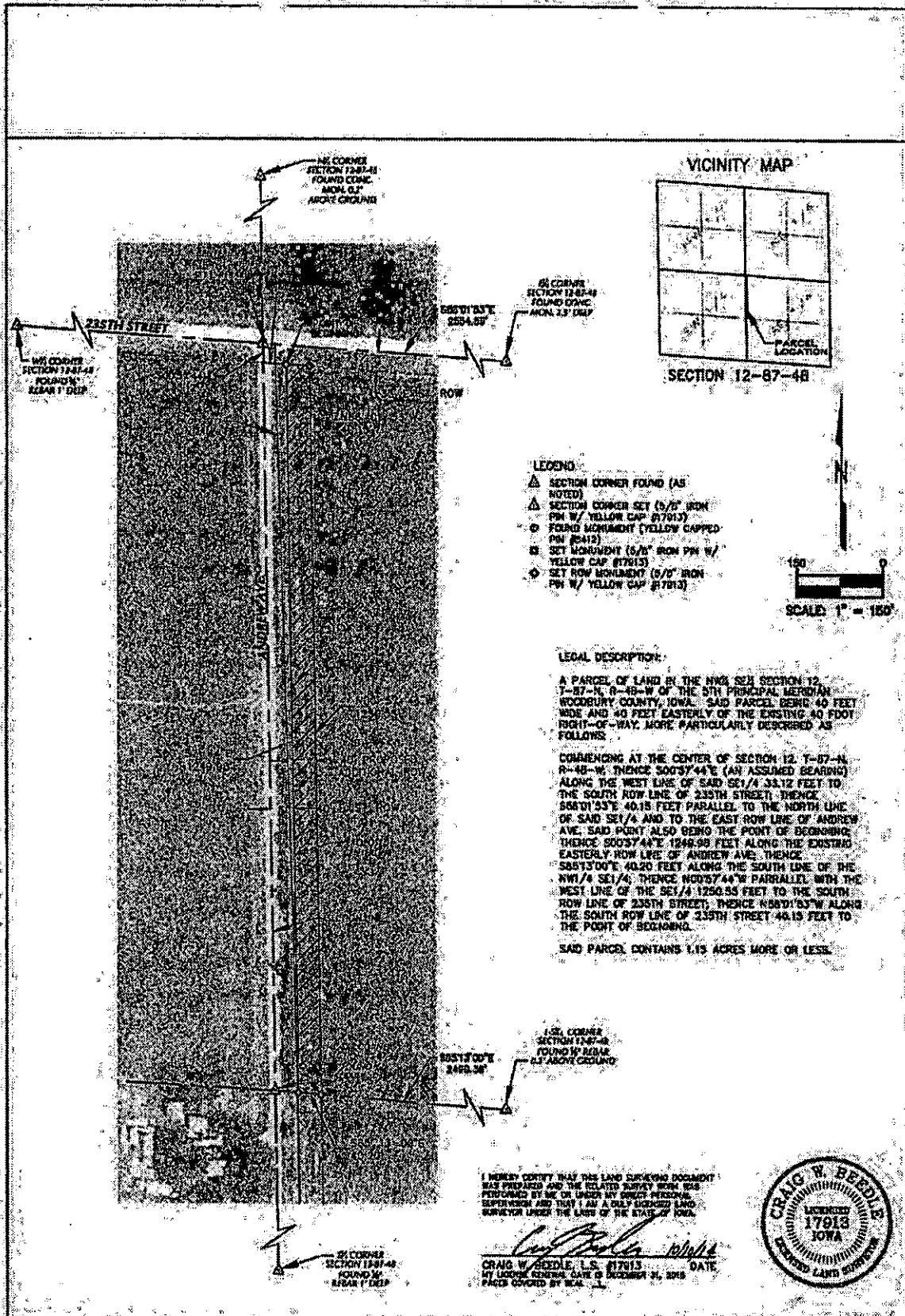
\_\_\_\_\_ of Buyer, and who did say that said instrument was signed on behalf of Buyer by the authority duly recorded in its minutes, and acknowledged the execution of said instrument, which signature appears hereon, to be the voluntary act and deed of Buyer and by it voluntarily executed.

**BUYER'S APPROVAL**

Notary Public in and for the State of Iowa

Recommended by:  
Tyler Buckingham (Date)  
Right of Way Project Agent

Approved by: \_\_\_\_\_ (Date)  
Woodbury County, Iowa



- LEGEND**
- ▲ SECTION CORNER FOUND (AS NOTED)
  - ▲ SECTION CORNER SET (5/8\"/>



**LEGAL DESCRIPTION:**

A PARCEL OF LAND IN THE NW/4 SEC. 12, T-87-N, R-48-W OF THE 5TH PRINCIPAL MERIDIAN, WOODBURY COUNTY, IOWA. SAID PARCEL BEING 40 FEET WIDE AND 40 FEET EASTERLY OF THE EXISTING 40 FOOT RIGHT-OF-WAY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTER OF SECTION 12, T-87-N, R-48-W THENCE S00°37'44\"/>

SAID PARCEL CONTAINS 1.15 ACRES MORE OR LESS.

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 FULLY LICENSED LAND SURVEYOR UNDER THE LAWS OF THE STATE OF IOWA.

*Craig W. Beedle*  
 CRAIG W. BEEDLE, L.S. #17913 DATE 10/24/18  
 BY LICENSE EXPIRES DATE 6 DECEMBER 31, 2019  
 PAGE COVERED BY SEAL 1

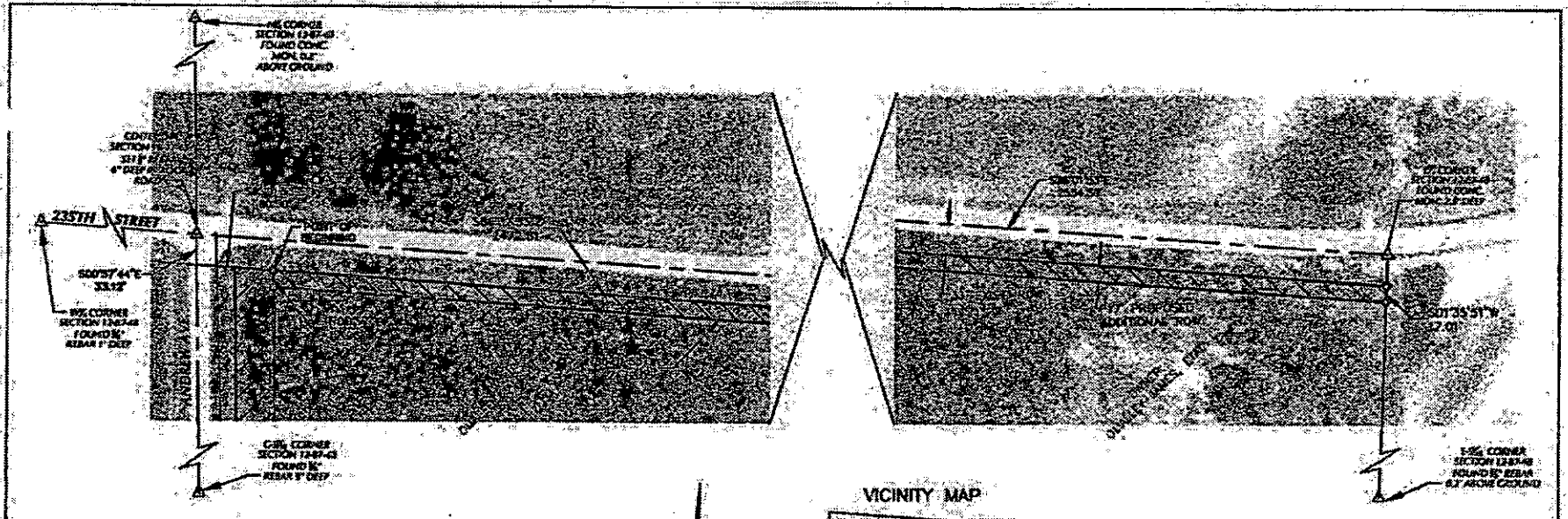


**ROW SURVEY O'MALLEY**  
**WOODBURY COUNTY ENGINEERS**  
**WOODBURY CO., IOWA**

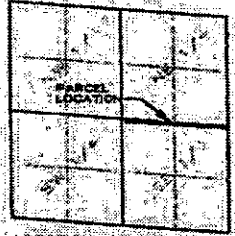
VEENSTRA & KIMM, INC.

303 Kingston Parkway, Suite 800, Woodbury, IA 50091  
 712.442.2025 712.442.2029 FAX 712.741.2099 (M/F/T/S)

NOISE	SCALE	P. & M.	PLG. NO.
SURVEY PERFORMED	DATE	BY	
DATE	BY		
DATE	BY		
DATE	BY		
DATE	BY		



VICINITY MAP



LEGAL DESCRIPTION:

A PARCEL OF LAND IN THE SW/4 SECTION 12, T-87-N, R-48-W OF THE 5TH PRINCIPAL MERIDIAN WOODBURY COUNTY, IOWA. SAID PARCEL BEING 17 FEET WIDE AND SOUTHERLY OF THE EXISTING 33 FOOT RIGHT-OF-WAY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTER OF SECTION 12, T-87-N, R-48-W, THENCE 60°07'44"E (AN ASSUMED BEARING) ALONG THE WEST LINE OF SAID SW/4 33.12 FEET TO THE SOUTH ROW LINE OF 235TH STREET; THENCE S89°13'51"E 80.30 FEET PARALLEL TO THE NORTH LINE OF SAID SW/4 TO THE POINT OF BEGINNING; THENCE S06°13'51"E 2472.89 FEET ALONG THE EXISTING SOUTHERLY ROW LINE OF 235TH STREET TO THE EAST LINE OF THE SW/4; THENCE S01°35'51"W 17.00 FEET ALONG THE EAST LINE OF THE SW/4; THENCE N89°13'51"W PARALLEL WITH THE NORTH LINE OF THE SW/4 2472.00 FEET; THENCE N06°07'44"W 17.00 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 0.08 ACRES MORE OR LESS.

I HEREBY CERTIFY THAT THE SAID 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.

*Craig H. Beedle*  
 CRAIG H. BEEDLE, L.S. #17913 DATE: 12/22/2015  
 MY LICENSE BECOMES DUE ON DECEMBER 31, 2025  
 PAGES COVERED BY SEAL: 1



	<b>ROW SURVEY O'MALLEY NORTH</b> <b>WOODBURY COUNTY ENGINEERS</b> <b>WOODBURY CO., IOWA</b>		SCALE: 1" = 100' SHEET NO. 1 TOTAL SHEETS: 1
	299 Engineers Square, Des Moines, IA 50319 515-281-3025	713-5-15208 FAX 877-247-2229 (TOLL-FREE)	IOWA SURVEY PROFESSION LAND SURV. LICENSE NO. 17913 NAME: CRAIG H. BEEDLE EXP. DATE: 12/31/2025 DATE: 12/22/2015