

**CITY OF ANKENY, IOWA
OFFER TO PURCHASE FEE TITLE AND EASEMENT**

To Seller: Woodland Reserve Townhomes Association
6900 Westown Parkway
West Des Moines, Iowa 50266

1. Property Description. The City of Ankeny, Iowa, intends to acquire the fee title and temporary easement on property owned by you situated in Ankeny, Iowa, and legally described on the attached Exhibit(s), by this reference made a part hereof.
2. Price. The City of Ankeny agrees to pay \$2.25 per square foot, in cash calculated as follows, and other good and valuable consideration:

Fee Title	134	s.f. x \$ 2.25 per s.f.=	\$ 300.00
Temporary Easement	11,446	s.f. x \$ 2.25 per s.f. X 8% X 1.17 Yr =	\$ 2,400.00
Landscaping and Amenities			\$ 9,040.00
For a total sum of			\$11,740.00

3. Purpose of the Acquisition. The Fee Title and the Temporary Easement are being acquired for the purpose of roadway grading and street right-of-way for constructing the NE 36th Street Reconstruction - Phase 2 project.

The Landscaping and Amenities include \$5,000 for the landscaping, \$1,500 for reimbursement of irrigation head and valve removal and \$2,540 for irrigation head and valve reinstallation as more clearly shown on the attached Plan Sheets and described as follows:

The green coloring on the Plan Sheets indicate head and valve locations impacted by the project that will be compensated for by the City. These heads and valves are located outside of existing ROW or existing easement, and as such it is the City's responsibility to compensate these costs for removing and relocating. There are 12 heads and 2 valves (indicated in green), which are reflected in Iowa Irrigation's \$1,500 estimate for removal and \$2,540 estimate for reinstallation.

The blue coloring indicates head and valve locations impacted by the project that will not be compensated for by the City as these are located in existing ROW or in existing easement (7-ft wide sidewalk easement on this parcel).

The purple coloring indicates head and valve locations not impacted by the project, and will be protected during construction. Any damage to these caused by construction during the project will be the contractor's responsibility to fix.

4. Real Estate Taxes. The acquisition of fee title shall not affect the liability of the Sellers for payment of real estate taxes when due.
5. Possession. Possession shall be upon receipt of funds.
6. Conveyance. Upon payment of the purchase price, Sellers shall convey the fee title and temporary easement to the City of Ankeny, Iowa, in accordance with the forms provided by the City.

7. Time is of the Essence. Time is of the essence in this contract.
8. Contract Binding on Successors-in-Interest. This contract shall apply to and bind the successors-in-interest of the Seller, and Seller agrees to warrant good and sufficient title.

Names and addresses of lienholders are:

9. Construction. Words and phrases shall be construed as in the singular or plural number, and as masculine, feminine, or neuter gender, according to the context.
10. Execution of Offer. This Offer is executed on behalf of the City of Ankeny, Iowa, and is subject to ratification by the City Council upon its acceptance by Seller.

Dated at Ankeny, Iowa, this 9th day of August 2016.

FOR THE CITY OF ANKENY, IOWA

By: 
Snyder & Associates, Inc.

THIS OFFER IS ACCEPTED on this 11 day of August, 2016.

WOODLAND RESERVE TOWNHOMES ASSOCIATION

By: Hubbell Realty Company, Manager

Signed [Signature]

Dan Cornelison, Senior
Print Name and Title
Vice President, Secretary and
General Counsel

Signed [Signature]

Jim Weber, Senior
Print Name and Title
Vice President, CFO, and
Assistant Secretary

SELLER'S ALL-PURPOSE ACKNOWLEDGMENT

STATE OF Iowa }
COUNTY OF Dallas } ss:

On this 11 day of August, A.D. 2016, before me, the undersigned, a Notary Public in and for said State, personally appeared Dan Cornelison and James R. Weber as SVP, General Counsel and SVP, CFO and Assst. Secretary 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.

CAPACITY CLAIMED BY SIGNER:

- INDIVIDUAL
- CORPORATE
- Title(s) of Corporate Officer(s):
see above
- 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)
see above

ALON MICHALSKI
Commission Number 795003
My Commission Expires
March 9, 2019

[Signature] (Sign in Ink)
Alon Michalski (Print Name)

Notary Public in and for the State of Iowa

Approved by the City Council of the City of Ankeny on the _____ day of _____, _____, by Resolution No. _____.

By: _____
Gary Lorenz, Mayor

Attest: _____
Pamela DeMouth, City Clerk