

PURCHASE AGREEMENT
For
Permanent Sewer Easement, Temporary Construction Easement
and Acceptance

PARCEL NO. 2-PSE and 2-TCE

COUNTY: Scott

PROJECT NAME or NO. Kimberly Sanitary Sewer

Repair Project

CITY: Davenport

SELLER: Bowling Center, Inc

THIS AGREEMENT made and entered into this _____ day of _____, 2016, by and between Seller and the City of Davenport, Iowa, a Municipal Corporation, hereinafter, Buyer.

1a. SELLER AGREES to sell the below described property for Permanent Sewer Easement Tract 2 - PSE and furnish to Buyer conveyance documents, on form(s) furnished by Buyer described as:

TRACT NO. 2-PSE PERMANENT SEWER EASEMENT

A PARCEL OF LAND FOR PERMANENT SEWER EASEMENT SITUATED IN A PART OF THE SOUTHEAST QUARTER OF SECTION 14, TOWNSHIP 78 NORTH, RANGE 3 EAST OF THE 5TH PRINCIPAL MERIDIAN, CITY OF DAVENPORT, SCOTT COUNTY, IOWA MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF LOT 2 OF THE VALLEY BANK FIRST ADDITION AS RECORDED IN THE SCOTT COUNTY RECORDER'S OFFICE AS DOCUMENT NO. 2001-42850 (FD. 5/8" IRON PIN W/CAP #7222); THENCE SOUTH 88°09'52" WEST, 176.80 FEET ALONG THE SOUTH LINE OF SAID LOT 2 TO THE POINT OF BEGINNING OF THE FOLLOWING DESCRIBED SEWER EASEMENT; THENCE SOUTH 31°10'56" WEST, 116.03 FEET; THENCE SOUTH 33°10'48" EAST, 138.33 FEET; THENCE SOUTH 01°24'31" WEST, 63.50 FEET TO A POINT LYING ON THE SOUTH LINE OF PARCEL P1411-18A, A TRACT OF LAND AS DESCRIBED IN THE WARRANTY DEED AND RECORDED IN THE SCOTT COUNTY RECORDER'S OFFICE AS DOCUMENT NO. 07304-99; THENCE SOUTH 88°50'55" WEST, 50.00 FEET ALONG SAID SOUTH LINE; THENCE NORTH 01°24'31" WEST, 49.09 FEET; THENCE NORTH 33°10'48" WEST, 137.48 FEET TO A POINT LYING ON THE WEST LINE OF SAID PARCEL P1411-18A; THENCE NORTH 01°41'01" WEST, 30.22 FEET ALONG SAID WEST LINE; THENCE NORTH 31°10'56" EAST, 97.49 FEET TO A POINT LYING ON THE SOUTH LINE OF SAID LOT 2; THENCE NORTH 88°09'52" EAST, 59.63 FEET ALONG SAID SOUTH LINE TO THE POINT OF BEGINNING.

SAID PARCEL OF LAND CONTAINING 0.363 ACRES MORE OR LESS

- 1b. SELLER AGREES to sell temporary access/construction easement and furnish to Buyer conveyance documents, on form(s) furnished by Buyer, and Buyer agrees to buy the temporary construction easement for 1 year, described as:

TRACT 2 – TAE Temporary Access/Construction Easement

+/- .378 Ac.

As Shown on Attached Plat (page 6)

- 1c. The temporary access/construction easement (TCE) is for the purpose of such encroaching, grading, sloping, shaping, cutting, filling and constructing as may be required for the proper construction of the “Kimberly Sanitary Sewer Repair Project” over, across, through and under parcel P1411-18A, in Davenport, Iowa. Said temporary access/construction easement shall terminate when the City approves and accepts said project or 12 months from the date construction encroaches on the SELLER’S property whichever comes first.
- 1d. The grant of easements described above shall include before the construction encroachment take place, the right to survey the property, the right of ingress and egress as may be necessary for the purposes for which this easement is granted, in, over, across, and along the easement. This easement shall survive a transfer or grant of property rights affecting the previously described real estate upon execution.
2. The permanent sewer easement (PSE) and temporary access/construction easement (TACE) are conveyed upon the following express understanding and condition that the Buyer’s contractor will resurface a minimum width of 24 ft. and up to the full width of the TCAE for the full length of the TCAE; that mud tracked from the construction site will be kept at a minimum and cleaned up in a timely manner; that it is understood that the Buyer’s contractor is responsible to provide restroom facilities for their workers, they will not be permitted to use the bowling alley restrooms; that if SELLER’s storm sewer is damaged as a result of the sanitary sewer construction, the storm sewer will be properly repaired in a timely manner at no cost to the SELLER; and that on completion of any and all work by the Buyer’s contractor, the affected real estate shall be restored to a better condition than it was prior to construction, and all denuded areas will be properly hydro seeded by the Buyer’s contractor and will reseed until there is a good stand of grass throughout the entire seeded area.
3. The Buyer may include, mortgages, lien holders, encumbrances, and taxing authorities as payees on warrants issued in payment of this agreement.
4. SELLER shall have five years from the date the council approves and accepts the “Kimberly Sanitary Sewer Repair Project,” to renegotiate construction or maintenance damages not apparent at the time this document is signed.
5. 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 if necessary.
6. Buyer agrees to pay and SELLER agrees to grant the right of possession to areas as previously described, on or before the **Date Of Performance** listed below in the Itemization of Acquisition.
7. Time for Acceptance. If this offer is not accepted by SELLER on or before **December 27, 2016**, this purchase agreement may be void at the Buyer’s discretion; however this agreement may not be void once executed conveyance documents have been received by the BUYER.

ITEMIZATION OF ACQISITION

<u>PAYMENT AMOUNT</u>	<u>AGREED PERFORMANCE</u>	<u>DATE OF PERFORMANCE</u>
\$ <u>68,000.00</u>	on conveyance of PEs	<u>Within 60-days from when buyer receives this document</u>
\$ <u>4,250.00</u>	on conveyance of TACE	<u>Within 60-days from when buyer receives this document</u>
\$ <u>0.00</u>	payment for additional damages	<u>NA</u>
\$ <u>0.00</u>	on surrender of possession	<u>NA</u>
\$ <u>0.00</u>	on possession and conveyance	<u>NA</u>
\$ <u>72,250.00</u>	TOTAL LUMP SUM	

<u>Breakdown</u>	<u>Ac./Sq. Ft.</u>
Permanent Easements <u>+/- .363</u>	Ac.
Temporary Access/Construction Easement <u>+/- .378</u>	Ac.

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.

City of Davenport, Buyer

 Frank Klipsch
 Mayor of the City of Davenport

STATE OF IOWA)
) ss:
 COUNTY OF SCOTT)

On this _____ day of _____, 2016, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Frank Klipsch, to me personally known, who being by me duly sworn did say that that person is the Mayor, for the City of Davenport, and that said instrument was signed and sealed on behalf of the said City of Davenport, and said Frank Klipsch, acknowledged the execution of said instrument to be the voluntary act and deed of City of Davenport, by it voluntarily executed.

WITNESS my hand and notarial seal on the day and year last above written.

 Notary Public in and for
 State of Iowa

This offer is accepted by the Seller's signature on the line below as of the date indicated on the line below.

P1411-18A

Bowling Center, Inc.

Kenneth Fier

Kenneth Fier, President
Print Name

STATE OF IOWA)
) ss:
COUNTY OF SCOTT)

On this 20th day of December, 2016, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Kenneth Fier, to me personally known, who being by me duly sworn did say that that person is President, of said Bowling Center, Inc., and that said instrument was signed and sealed on behalf of the said Bowling Center, Inc., by authority of its managers and the said Kenneth Fier, acknowledged the execution of said instrument to be the voluntary act and deed of said Bowling Center, Inc., by it voluntarily executed.

WITNESS my hand and notarial seal on the day and year last above written.



Crystal D. Smeltzer
Notary Public in and for
State of Iowa

Surveyed By: Ben D. Holliday, VSP Engineering - 303-1/2 Cleveland Street, Muscatine, Iowa 52761 (563) 288-6427

PLAT OF SEWER EASEMENT

-- Parcel P1411-18A --

Part of the Southeast Quarter of Section 14, Township 78 North, Range 3 East,
Fifth Principal Meridian, City of Davenport, Scott County, Iowa.

LOT 2
COURTESY REALTY, LLC
PARCEL P1411-02C

LOT 1
GREAT SOUTHERN BANK
PARCEL P1411-01C

VALLEY BANK FIRST ADDITION

TERRY & WENDY SMITH REV. TRUST
PARCEL P1411-22

IOWA AMERICAN WATER COMPANY
PARCEL P1411-01

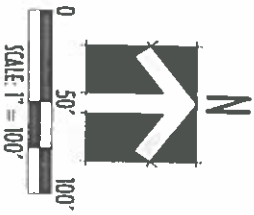
GRAPE ROAD, LLC
PARCEL P1411-21

BOWLING CENTER, INC.
PARCEL P1411-18A

DATE OF SURVEY: JULY 29, 2016

LEGEND

- SET 12" SPIKE (TEMPORARY EASEMENT)
- FD. SURVEY MONUMENT
- MEASURED BEARING / DISTANCE
- EXISTING PARCEL LINE
- EXISTING LOT LINES
- EXISTING RIGHT-OF-WAY LINE
- PROPOSED SEWER EASEMENT AREA



I HEREBY CERTIFY THAT THIS LAND SURVEYING INSTRUMENT WAS PREPARED BY ME, AND THE RELATED SURVEY WORK WAS PERFORMED BY ME OR UNDER MY DIRECT PERSONAL SUPERVISION AND THAT I AM A FULLY LICENSED PROFESSIONAL LAND SURVEYOR UNDER THE LAWS OF THE STATE OF IOWA.

BEN D. HOLLIDAY
LICENSE NUMBER 7550
DATE

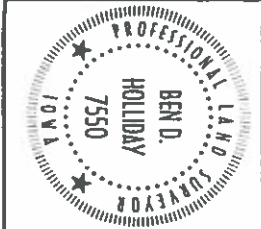
PROPRIETOR:
BOWLING CENTER, INC.
3812 HARRISON STREET
DAVENPORT, IA 52806

NOTE:
SEE WARRANTY DEED - AS RECORDED IN SCOTT COUNTY RECORDER'S OFFICE AS DOCUMENT NO. 07304-99 FOR ADDITIONAL PUBLIC EASEMENTS NOT SHOWN HEREON.

LEGAL DESCRIPTION - SEWER EASEMENT

A PARCEL OF LAND FOR PERMANENT SEWER EASEMENT SITUATED IN A PART OF THE SOUTHEAST QUARTER OF SECTION 14, TOWNSHIP 78 NORTH, RANGE 3 EAST OF THE 5TH PRINCIPAL MERIDIAN, CITY OF DAVENPORT, SCOTT COUNTY, IOWA MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF LOT 2 OF THE VALLEY BANK FIRST ADDITION AS RECORDED IN THE SCOTT COUNTY RECORDER'S OFFICE AS DOCUMENT NO. 2001-42850 (FD. 5/8\"/>



Surveyed By: Ben D. Holliday, VSP Engineering - 303-1/2 Cleveland Street, Muscatine, Iowa 52761 (563) 288-6427

PLAT OF TEMPORARY CONSTRUCTION EASEMENT

-- Parcel P1411-18A --
Part of the Southeast Quarter of Section 14, Township 78 North, Range 3 East,
Fifth Principal Meridian, City of Davenport, Scott County, Iowa.

LOT 2
COURTESY REALTY, LLC
PARCEL P1411-02C
LOT 1
GREAT SOUTHERN BANK
PARCEL P1411-01C

VALLEY BANK FIRST ADDITION

HARRISON STREET

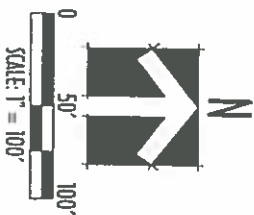
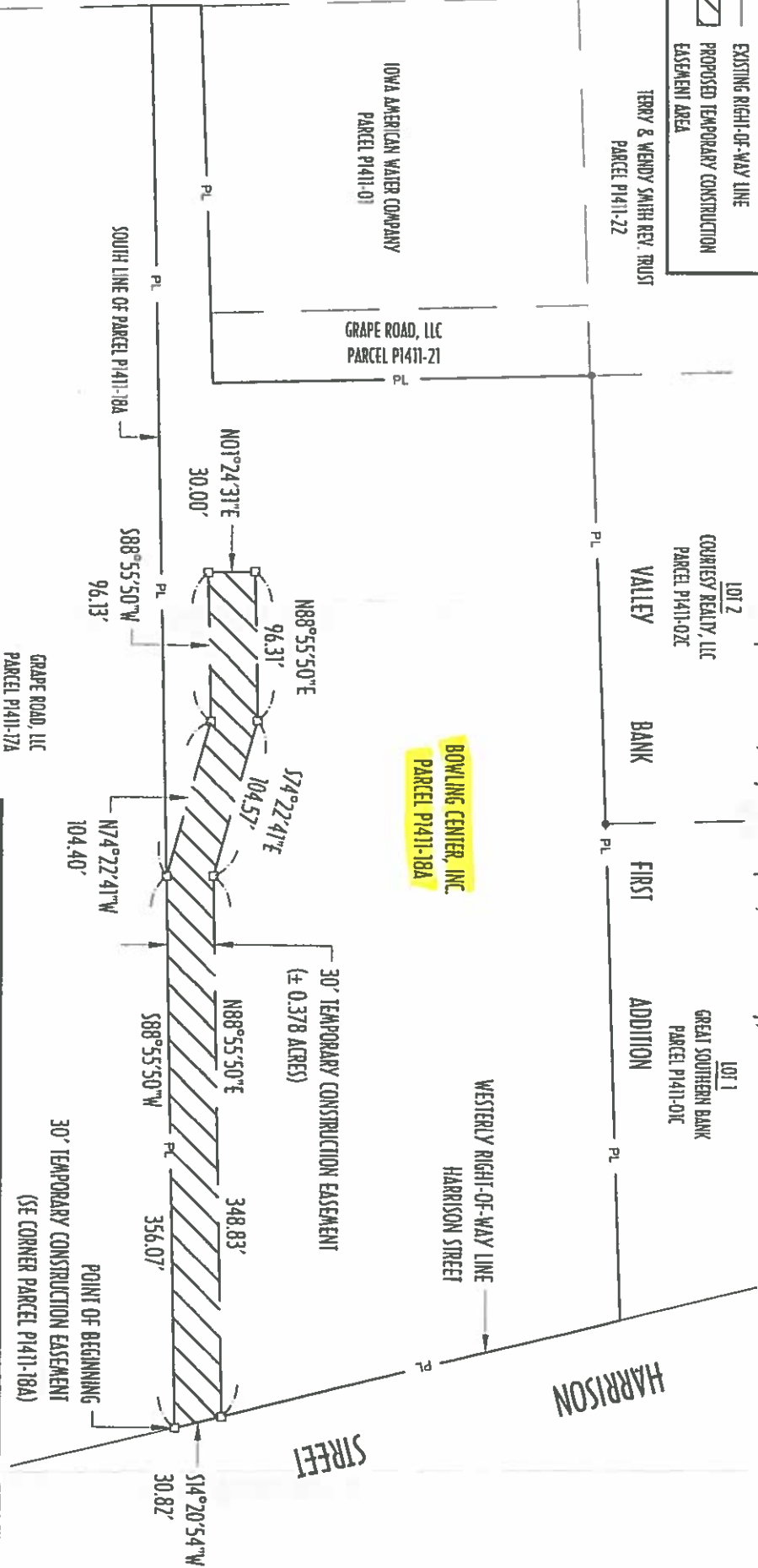
WESTERLY RIGHT-OF-WAY LINE
HARRISON STREET

BOWLING CENTER, INC.
PARCEL P1411-18A

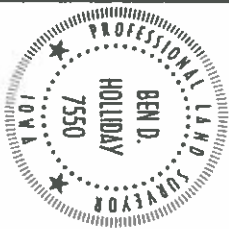
GRAPE ROAD, LLC
PARCEL P1411-21

IOWA AMERICAN WATER COMPANY
PARCEL P1411-01

TERRY & WENDY SMITH REV. TRUST
PARCEL P1411-22



DATE OF SURVEY: JULY 29, 2016



I HEREBY CERTIFY THAT THIS LAND SURVEYING INSTRUMENT WAS PREPARED BY ME 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.

BEN D. HOLLIDAY
LICENSE NUMBER 7550
DATE
MY LICENSE RENEWAL DATE IS: _____
PAGES OR SHEETS COVERED BY THIS SEAL: _____

PROPRIETOR:
BOWLING CENTER, INC.
3812 HARRISON STREET
DAVENPORT, IA 52806

NOTE:
SEE WARRANTY DEED - AS RECORDED IN SCOTT COUNTY RECORDER'S OFFICE AS DOCUMENT NO. 07304-99 FOR ADDITIONAL PUBLIC EASEMENTS NOT SHOWN HEREON.

LEGAL DESCRIPTION - TEMPORARY CONSTRUCTION EASEMENT

A PARCEL OF LAND FOR THE CONSTRUCTION OF SEWER IMPROVEMENTS SITUATED IN A PART OF THE SOUTHEAST QUARTER OF SECTION 14, TOWNSHIP 78 NORTH, RANGE 3 EAST OF THE 5TH PRINCIPAL MERIDIAN, CITY OF DAVENPORT, SCOTT COUNTY, IOWA MORE PARTICULARLY DESCRIBED AS FOLLOWS:
BEGINNING AT THE SOUTHEAST CORNER OF PARCEL P1411-18A, A TRACT OF LAND AS DESCRIBED IN THE WARRANTY DEED AS RECORDED IN THE SCOTT COUNTY RECORDER'S OFFICE AS DOCUMENT NO. 07304-99 AND THE POINT OF BEGINNING OF THE FOLLOWING DESCRIBED TEMPORARY CONSTRUCTION EASEMENT:
THENCE SOUTH 88°55'50" WEST, 356.07 FEET ALONG THE SOUTH LINE OF SAID TRACT OF LAND; THENCE NORTH 74°22'41" WEST, 104.40 FEET; THENCE SOUTH 88°55'50" WEST, 96.13 FEET; THENCE NORTH 07°24'31" EAST, 30.00 FEET; THENCE NORTH 88°55'50" EAST, 96.31 FEET; THENCE SOUTH 74°22'41" EAST, 104.57 FEET; THENCE NORTH 88°55'50" EAST, 348.83 FEET TO A POINT LYING ON THE WESTERLY RIGHT-OF-WAY LINE OF HARRISON STREET; THENCE SOUTH 14°20'54" WEST, 30.82 FEET ALONG SAID WESTERLY RIGHT-OF-WAY LINE TO THE POINT OF BEGINNING.
SAID PARCEL OF LAND CONTAINING 0.378 ACRES MORE OR LESS.