

**BK: 2020 PG: 4290**  
**Recorded: 11/5/2020 at 3:18:38.0 PM**  
**Pages 7**  
**County Recording Fee: \$37.00**  
**Iowa E-Filing Fee: \$3.00**  
**Combined Fee: \$40.00**  
**Revenue Tax:**  
**LISA SMITH RECORDER**  
**Madison County, Iowa**

## **OPTION TO PURCHASE REAL ESTATE**

**Recorder's Cover Sheet**

**Preparer Information:** (Name, address and phone number)

Billy J. Mallory, Brick Gentry PC, 6701 Westown Parkway, Suite 100, West Des Moines, Iowa 50266  
515-274-1450

**Taxpayer Information:** (Name and complete address)

Anthony M. Wenck  
2391 Carver Road  
Winterset, Iowa 50273

**Return Document To:** (Name and complete address)

Anthony M. Wenck  
2391 Carver Road  
Winterset, Iowa 50273

**Grantors:**

Billy Wayne Rhoads and Linda Kay Rhoads  
Husband and Wife

**Grantees:**

Anthony M. Wenck  
A Single Person

**Legal description:** See Exhibit A

**Document or instrument number of previously recorded documents:**

OPTION TO PURCHASE REAL ESTATE

This Option is given this 7 day of October, 2020 by and between Billy Wayne Rhoads and Linda Kay Rhoads (hereinafter "Owner") Anthony M. Wenck (hereinafter "Purchaser").

1. Grant of Option. Owner, for good and valuable consideration the sufficiency and receipt of which is hereby acknowledged, and in consideration of \$1.00 dollar paid by Buyer to Owner, receipt of which is hereby acknowledged, grants to Buyer the exclusive right and option to purchase the Property (See Attached Parcel "J" on the Attached Plat of Survey) at the purchase price of \$5,000.00 per acre.

2. Option Period. The term of this Option shall commence on date first stated above and shall continue until October 5, 2030.

3. Exercise of Option. Buyer may exercise this Option by signing the Exercise Provision on the bottom of this Option and delivering a copy to Owner, prior to the expiration of the Option Period stated above and at the address of Owner stated above along with a signed Purchase Agreement using an Iowa State Bar Association Official Form. Closing of the sale shall be made in accordance with the commercially reasonable closing practices in Madison County, Iowa area. If this Option is exercised, Owner and Buyer and shall be bound by its terms and conditions of this Option and the above referenced Purchase Agreement.

4. Application of Consideration Paid. In the event Buyer does not exercise this Option, Owner shall retain the amount paid as consideration for this Option. In the event Buyer exercises this Option, the amount paid as consideration for this Option shall be applied to the purchase price for the Property.

5. Time is of the essence of this Agreement.

6. Notices. Any notice, request or demand herein provided for or given hereunder, if given by the parties hereto, shall be effective (a) when delivered in person to the recipient named below, (b) one day after timely deposit with a responsible overnight courier to the recipient named below, or (c) five days given if mailed by postage paid, certified mail return receipt requested as follows:

Owner:

Billy Wayne Rhoads  
Linda Kay Rhoads  
2450 Knoll Ridge Trail  
Winterset, Iowa 50273

Purchaser:

Anthony Wenck  
2391 Carver Road  
Winterset, Iowa 50273

  
BWR LKR AMW

7. Entire Agreement. This Agreement is the entire Agreement among the parties and, when executed by the parties, supersedes all prior agreements, understandings and communications, either verbal or in writing, between the parties with respect to the subject matter contained herein.

8. Amendments. This Agreement may not be amended, modified or changed except by written instrument signed by all of the parties.

9. Binding Effect. This Agreement shall be binding upon, and inure to the benefit of, the parties and their respective heirs, legal representatives, successors and permitted assigns. This Option shall be fully assignable by Purchaser.

10. Captions. All captions and headings are inserted for the convenience of the parties and shall not be used in any way to modify, limit or otherwise affect this Agreement.

11. Counterparts. This Agreement may be executed simultaneously or in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

12. Waiver. Any failure by a party to comply with any obligation, agreement or condition herein may be expressly waived in writing by each of the other parties, but such waiver or failure to insist upon strict compliance with such obligation, agreement or conditions shall not operate as a waiver of, or estoppel with respect to, any subsequent or other failure.

13. Governing Law. This Agreement shall be governed by, and construed in accordance with, the internal domestic laws of the State of Iowa, without reference to choice of law principles.

14. Severability. If any term, provision or condition of this Agreement is determined by a court or other judicial or administrative tribunal to be illegal, void or otherwise ineffective or not in accordance with public policy, the remainder of this Agreement shall not be affected thereby and shall remain in full force and effect.

15. Interpretation. In the event of a dispute or disagreement arising under this Agreement, this Agreement shall be interpreted in accordance with its fair meaning and shall not be interpreted for or against any party on the ground that such party drafted or caused to be drafted this Agreement.

16. Recording Notice. Purchaser shall have the right to record a notice of this

  
BWR LKR AMW

Agreement in the appropriate registry, at its costs and Owner agrees to execute such notice, in recordable form, upon request.

17. IN WITNESS WHEREOF, this Option has been made the date and year written below.

OWNER:

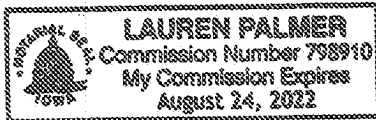
Billy Wayne Rhoads  
Linda Kay Rhoads

PURCHASER:

[Signature]

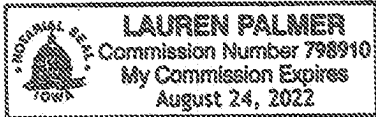
STATE OF IOWA, COUNTY OF Madison

This instrument was acknowledged before me on Oct. 7, 2020 by Billy Wayne Rhoads and Linda Kay Rhoads.



Lauren Palmer, Notary Public

This instrument was acknowledged before me on Oct 7, 2020 by Anthony Wenck.



Lauren Palmer, Notary Public

Exercise of Option

By Signing below and delivering a copy of such to Owner as specified above, Buyer is hereby exercises the above Option.

\_\_\_\_\_ Date: \_\_\_\_\_

[Signature]  
BWR LKR AMW

Parcel "J"

All that part of the South Half (S1/2) of the Northwest Quarter (NW1/4) and the North Half (N1/2) of the Southwest Quarter (SW1/4) of Section 13, Township 75 North, Range 28 West of the 5th P.M, Madison County, Iowa, more particularly described as follows: Commencing at the Center of said Section 13, thence North 89°39'23" West, along the North line of the SW1/4 of said Section 13, a distance of 655.14 feet, to the Point of Beginning; thence South 17°04'55" East, a distance of 210.32 feet; thence South 05°49'33" East, a distance of 407.23 feet; thence North 67°37'13" West, a distance of 762.94 feet; thence North 79°50'59" West, a distance of 397.35 feet; thence North 52°54'11" West, a distance of 99.35 feet; thence North 28°51'46" East, a distance of 1,719.50 feet, to a point on the North line of the Southeast Quarter of the NW1/4 of said Section 13; thence South 89°25'40" East, along said North line, a distance of 260.00 feet; thence South 00°45'06" West, a distance of 1,317.68 feet to the Point of Beginning, and containing 28.7 acres of land, more or less.

**INDEX LEGEND**

COUNTY: Madison  
 SITE ADDRESS: Knoll Ridge Trail.  
 CITY: Winterset  
 SECTION: 13 & 14 TOWNSHIP: 75 RANGE: 28  
 ALIQUOT PART: NE1/4 of SE1/4 (14)  
 NE1/2 SW1/4 & S1/2 NW1/4 (13)  
 PARCEL DESIGNATION: Parcels "J" & "K"  
 PROPRIETOR: Billy Wayne Rhoads  
 REQUESTED BY: Bill Rhoads  
 SURVEYOR NAME: Vincent E. Piagentini

PLAT OF SURVEY  
 PARCELS "J" & "K"  
 IN NE1/4 OF SE1/4  
 IN SECTION 14  
 & S1/2 OF SW1/4, S1/2 OF NW1/4  
 IN SECTION 13  
 TOWNSHIP 75 NORTH, RANGE 28 WEST

Document 2020 3365

Book 2020 Page 3365 Type 06 026 Pages 2  
 Date 9/08/2020 Time 11:46:26AM  
 Rec Amt \$12.00

INDX  
 ANNO  
 SCAN  
 CHECK

LISA SMITH, COUNTY RECORDER  
 MADISON COUNTY IOWA

PREPARED BY & RETURN TO: ABACI CONSULTING INC. 3000 SE GRIMES BLVD, STE 000, GRIMES, IA 50111, PH(515)986-5048

\*THIS SPACE RESERVED FOR RECORDER'S OFFICE USE ONLY\*

**Parcel "J"**

All that part of the South Half (S1/2) of the Northwest Quarter (NW1/4) and the North Half (N1/2) of the Southwest Quarter (SW1/4) of Section 13, Township 75 North, Range 28 West of the 5th P.M., Madison County, Iowa, more particularly described as follows:  
 Commencing at the Center of said Section 13, thence North 89°39'23" West, along the North line of the SW1/4 of said Section 13, a distance of 655.14 feet, to the Point of Beginning; thence South 17°04'55" East, a distance of 210.32 feet; thence South 05°49'33" East, a distance of 407.23 feet; thence North 67°37'13" West, a distance of 762.94 feet; thence North 79°50'59" West, a distance of 397.35 feet; thence North 52°54'11" West, a distance of 99.35 feet; thence North 28°51'46" East, a distance of 1,719.50 feet, to a point on the North line of the Southeast Quarter of the NW1/4 of said Section 13; thence South 89°25'40" East, along said North line, a distance of 260.00 feet; thence South 00°45'08" West, a distance of 1,317.68 feet to the Point of Beginning, and containing 23.27 acres of land, more or less.

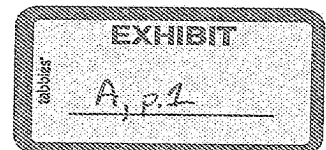
**Legal Description - Parcel "K"**

All that part of the Northeast Quarter (NE1/4) of the Southwest Quarter (SW1/4) and the Northwest Quarter (NW1/4) of the of the Southwest Quarter (SW1/4) of Section 13 AND the Northeast Quarter (NE1/4) of the Southeast Quarter (SE1/4) of Section 14, all in Township 75 North, Range 28 West of the 5th P.M., Madison County, Iowa, more particularly described as follows:  
 Beginning at the Center of said Section 13, thence South 00°05'22" East, along the East line of the NE1/4 of the SW1/4 of said Section 13, a distance of 1,320.52 feet, to the SE Corner of the NE1/4 of the SW1/4 of said Section 13; thence North 87°11'33" West, along the South line of the NE1/4 of the SW1/4 of said Section 13, a distance of 1,311.02 feet, to the SW Corner of the NE1/4 of the SW1/4 of said Section 13; thence North 88°47'40" West, along the South line of the NW1/4 of the SW1/4 of said Section 13, a distance of 1,324.83 feet, to the SE Corner of the NE1/4 of the SE1/4 of said Section 14; thence South 89°53'35" West, along the South line of the NE1/4 of the SE1/4 of said Section 14, a distance of 386.64 feet, to the centerline of Knoll Ridge Trail; thence North 01°53'01" West, along said centerline, a distance of 674.51 feet; thence North 84°44'49" East, a distance of 509.89 feet; thence North 69°00'17" East, a distance of 715.24 feet; thence North 83°06'57" East, a distance of 165.83 feet; thence South 52°54'11" East, a distance of 99.35 feet; thence South 79°50'59" East, a distance of 397.35 feet; thence South 67°37'13" East, a distance of 762.94 feet; thence North 05°49'33" West, a distance of 407.23 feet; thence North 17°04'55" West, a distance of 210.32 feet, to a point on the North line of the NE1/4 of the SW1/4 of said Section 13; thence South 89°39'23" East, along the North line of the NE1/4 of the SW1/4 of said Section 13, a distance of 655.14 feet to the Point of Beginning, and containing 65.43 acres of land, more or less, including 0.51 acres of road easement.

**Legal Description - 25' Wide Access Easement**

A 25 foot wide access easement across the Northeast Quarter (NE1/4) of the Southeast Quarter (SE1/4) of Section 14, and Northwest Quarter (NW1/4) of the Southwest Quarter (SW1/4) of Section 13, all in Township 75 North, Range 28 West 5th P.M., Madison County, Iowa, centered on the following described centerline:  
 Said centerline commencing at the Southwest corner of the Northeast Quarter of the Southeast Quarter of said Section 14, thence South 89°53'35" West, along the South line of the NE1/4 of the SE1/4 of said Section 14, a distance of 353.59 feet, to the East right of way line of Knoll Ridge Trail; North 01°53'01" West, along said East right of way line of Knoll Ridge Trail, a distance of 681.60 feet, to the Point of Beginning; thence North 84°49'08" East, a distance of 275.75 feet to a point of curve; thence along a curve to the right having a radius of 185.98 feet, a delta of 09°25'56", an arc length of 20.88 feet, and a chord which bears North 87°53'06" East, having a chord distance of 20.87 feet to a point of compound curve; thence along a curve to the right having a radius of 712.93 feet, a delta of 07°42'07", an arc length of 95.84 feet, and a chord which bears South 85°02'53" East, having a chord distance of 95.76 feet to a point on a curve; thence along a curve to the left having a radius of 119.76 feet, a delta of 14°16'44", an arc length of 29.84 feet, and a chord which bears North 74°04'14" East, having a chord distance of 29.77 feet to a point on a curve; thence along a curve to the right having a radius of 723.66 feet, a delta of 15°38'37", an arc length of 187.50 feet, and a chord which bears North 89°25'40" East, having a chord distance of 186.97 feet to a point on a line; thence North 81°28'44" East, a distance of 276.18 feet; thence North 74°12'21" East, a distance of 64.81 feet; thence North 67°30'36" East, a distance of 161.91 feet to a point of curve; thence along a curve to the left having a radius of 374.93 feet, a delta of 15°11'31", an arc length of 99.41 feet, and a chord which bears North 60°02'50" East, having a chord distance of 99.12 feet to a point of tangency; thence North 52°27'04" East, a distance of 109.90 feet to the point of termination.

*AMW  
 BK  
 BWM*



**ABACI CONSULTING, INC.**  
 CIVIL ENGINEERING - LAND SURVEYING  
 3000 SE Grimes Blvd., Ste 000, GRIMES, IOWA 50111, PH. (515)986-5048

DATE OF SURVEY FIELDWORK: 8/11/20 DRAWING DATE: 8/27/20 DRAFTER: VP PROJECT NO: 20313

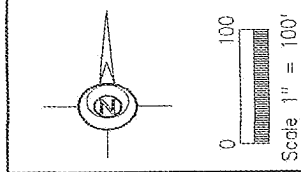
I HEREBY CERTIFY THAT THIS SURVEYING DOCUMENT WAS PREPARED AND THE RELATED WORK PERFORMED BY ME OR UNDER MY DIRECT PERSONAL SUPERVISION, AND THAT I AM A DULY LICENSED PROFESSIONAL LAND SURVEYOR UNDER THE LAWS OF THE STATE OF IOWA.

*Vincent E. Piagentini* 9/3/2020  
 VINCENT E. PIAGENTINI, IOWA LIC. NO 15982 DATE

MY LICENSE RENEWAL DATE IS DECEMBER 31, 2020.  
 ADDITIONAL PAGES CERTIFIED (NONE UNLESS INDICATED HERE) 2 of 2

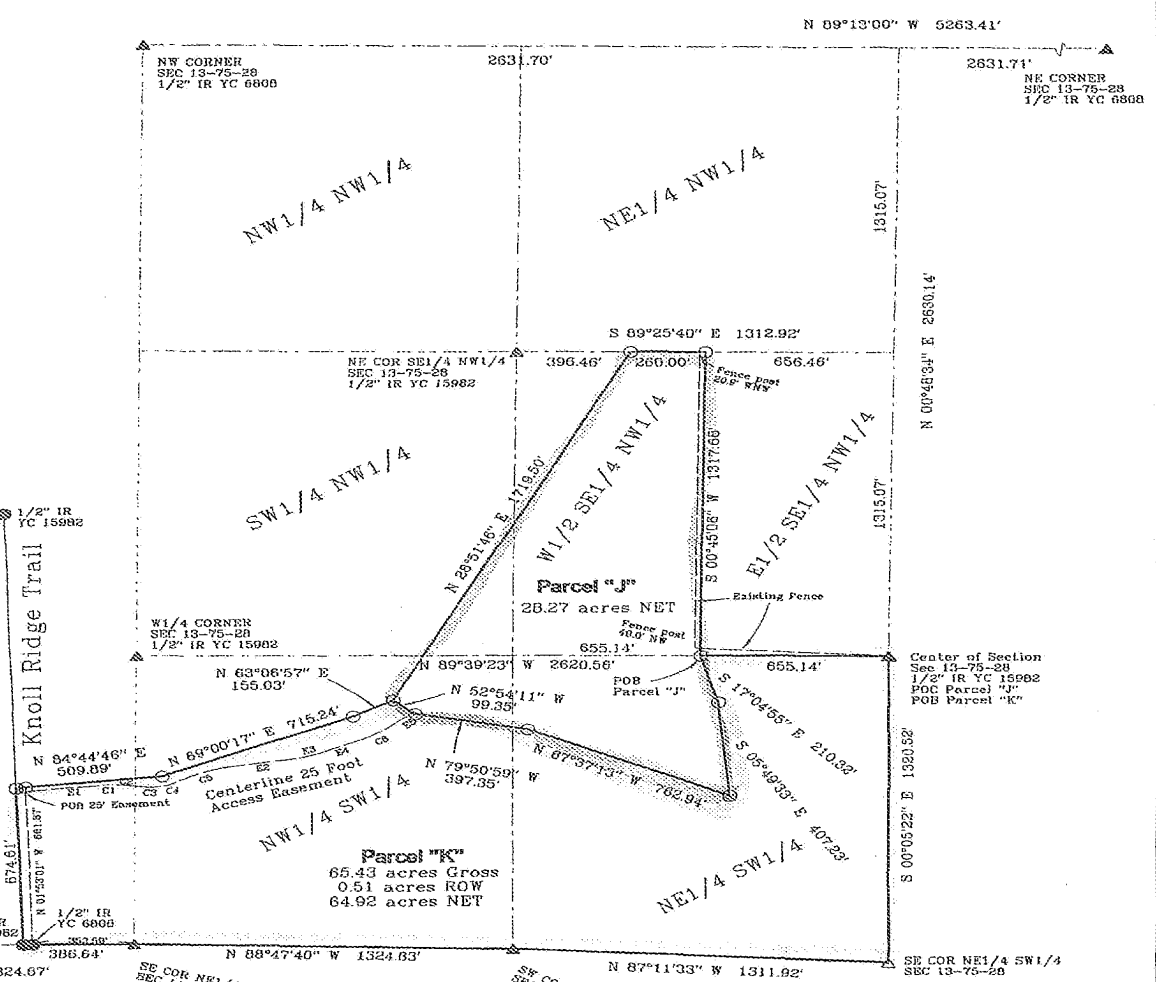


**SYMBOLS LEGEND:**  
 R RECORDED DISTANCE  
 M MEASURED DISTANCE  
 C CALCULATED DISTANCE  
 ○ CORNER MONUMENT FOUND  
 ○ SET 1/2" IR YC 15982 UNLESS NOTED  
 △ SECTION CORNER FOUND  
 △ SECTION CORNER SET 1/2" IR YC 15982 UNLESS NOTED  
 POB POINT OF BEGINNING  
 POC POINT OF COMMENCEMENT  
 YC YELLOW CAP  
 IR IRON ROD  
 IP IRON PIPE



INDEX	LEGEND	PLAT OF SURVEY PARCELS "J" & "K" IN SECTIONS 14 & 15 IN SECTION 14 & NE 1/2 OF SW 1/4, S 1/2 OF NW 1/4 IN SECTION 13 TOWNSHIP 75 NORTH, RANGE 28 WEST
COUNTY: Madison SITE ADDRESS: Knoll Ridge Trail CITY: Winterset SECTION: 13 & 14 TOWNSHIP: 75 RANGE: 28 ALIQUOT PART: NE 1/4 of SE 1/4 (14), N 1/2 SW 1/4 & S 1/2 NW 1/4 (13) PARCEL DESIGNATION: Parcels "J" & "K" PROPRIETOR: Billy Wayne Rhoads REQUESTED BY: Bill Rhoads SURVEYOR NAME: Vincent E. Piagentini		
PREPARED BY & RETURN TO: ABACI CONSULTING INC, 3000 SE GRIMES BLVD, STE 300, GRIMES, IA 50111, PH(515)986-5048		*THIS SPACE RESERVED FOR RECORDER'S OFFICE USE ONLY*

- EASEMENT LINES**
- E1 N 84°40'08" E 275.75'
  - E2 N 81°28'44" E 276.18'
  - E3 N 74°12'31" E 64.81'
  - E4 N 67°38'36" E 161.91'
  - E5 N 52°27'04" E 109.98'
- EASEMENT CURVES**
- |   |   |   |   |   |   |
|---|---|---|---|---|---|
| C1<br>R=185.96'<br>Δ=06°39'50"<br>L=30.88'<br>T=10.45'<br>Cb=50.87'<br>CB=N87°53'08"E | C2<br>R=712.93'<br>Δ=07°42'07"<br>L=85.84'<br>T=47.39'<br>Cb=65.76'<br>CB=S85°02'53"E | C3<br>R=206.21'<br>Δ=17°35'06"<br>L=87.88'<br>T=44.29'<br>Cb=87.54'<br>CB=S89°59'34"E | C4<br>R=119.78'<br>Δ=14°18'44"<br>L=29.04'<br>T=15.00'<br>Cb=28.77'<br>CB=N74°04'14"E | C5<br>R=723.66'<br>Δ=15°30'37"<br>L=197.58'<br>T=89.41'<br>Cb=194.97'<br>CB=N68°52'36"E | C6<br>R=374.93'<br>Δ=15°11'31"<br>L=99.41'<br>T=50.00'<br>Cb=99.12'<br>CB=N60°02'59"E |
|---|---|---|---|---|---|



NE 1/4 SE 1/4  
SEC 14-75-28

*Amel*  
*BWR*

**EXHIBIT**

tabbies

A, p. 2

**ABACI CONSULTING, INC.**  
 CIVIL ENGINEERING - LAND SURVEYING  
 3000 SE Grimes Blvd., Ste 300, GRIMES, IOWA 50111, PH. (515)986-5048

DATE OF SURVEY FIELDWORK: 8/11/20 DRAWING DATE: 8/27/20 DRAFTER: VP PROJECT NO: 20313

- SYMBOLS LEGEND:**
- R RECORDED DISTANCE
  - M MEASURED DISTANCE
  - C CALCULATED DISTANCE
  - CORNER MONUMENT FOUND SET 1/2" IR YC 15982 UNLESS NOTED
  - △ SECTION CORNER FOUND SECTION CORNER SET 1/2" IR YC 15982 UNLESS NOTED
  - POB POINT OF BEGINNING
  - POC POINT OF COMMENCEMENT
  - YC YELLOW CAP
  - IR IRON ROD
  - IF IRON PIPE

