

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. 011-02 COUNTY: Madison
 PROJECT NO. 0510-011-2017 PROJECT NAME: Veteran's Parkway

TO: General Manufacturing Co.

On this 27th 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 the real estate situated in Madison County, Iowa, and legally described on the attached Acquisition Plats labeled 011-02-F2, 011-02-F3, 011-02-F and Temporary Easement Plats 011-02-T1 and 011-02-T2 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:

- 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 fifteen (15) 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 CONSENTS to any change of grade related to the project as set forth on the drawings and specifications provided to SELLER as of the date of this Agreement and accepts payment under this agreement for any and all damages arising therefrom if constructed in accordance therewith. SELLER ACKNOWLEDGES full payment from Buyer for such property interests acquired per the terms of this agreement.
- 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, and agrees to give Buyer ten (10) days notice of SELLER'S intention to do so in writing.
- 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>136,990.11</u> | on possession and conveyance | <u>Within 10 Days of BUYER Approval</u> |
| \$ <u>136,990.11</u> | TOTAL LUMP SUM | |

| BREAKDOWN: | ac. = acres / sq.ft. = square feet | |
|--------------------------------------|------------------------------------|----------------------------|
| Land by Fee Title | <u>6.420</u> ac. | <u>\$116,844.00</u> |
| Underlying Fee Title | - ac. | - |
| Permanent Easement | <u>0.037</u> ac. | <u>\$336.70</u> |
| Temporary Easement | <u>4.812</u> ac. | <u>\$10,509.41</u> |
| Landscaping/Other (2018 Crop Damage) | | <u>\$9,300.00</u> |
| Total | | <u>\$136,990.11</u> |

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 22 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 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. 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.
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 thereto, Easement Agreements, and the 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 4.812 acres, referenced in Paragraph 3 above, and described on the Temporary Construction Easement Acquisition Plats marked 011-02-T1, and 011-02-T2, 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 the Veteran's Parkway project and appurtenant facilities thereto. The Temporary Construction Easement shall terminate the earlier of: eighteen (18) months from the date of this Agreement or the 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 BUYERs 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 for the 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 VPO
By: Misty Wittern Lee, VICE PRESIDENT By: _____ X _____

ALL PURPOSE ACKNOWLEDGMENT

STATE OF Iowa
COUNTY OF Polk } ss:

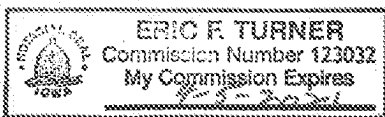
On this 29th day of June, A.D. 2018, before me, the undersigned, a Notary Public in and for said State, personally appeared MISTY WITTERN LEE

X 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



BY SIGNER: CAPACITY CLAIMED

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.

BUYER'S APPROVAL

[Signature] 9/29/2018
Signed by: _____ (Date)

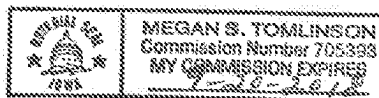
Signed by: _____ (Date)

BUYER'S ACKNOWLEDGMENT

STATE OF Iowa
COUNTY OF Polk } ss:

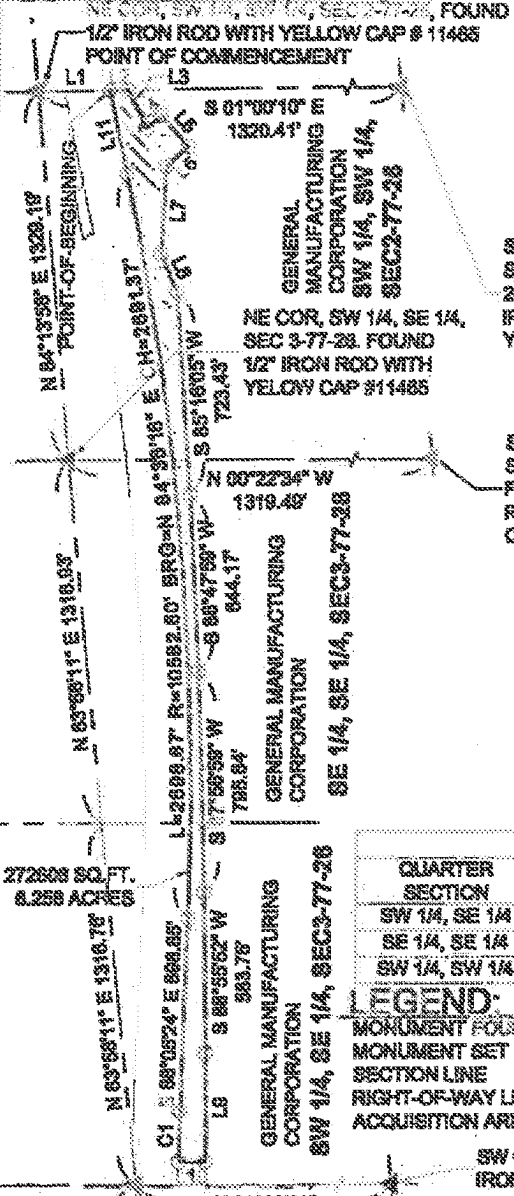
On this 29 day of June, 2018, before me, the undersigned, personally appeared Richard J. Seieszinski, known to me to be an agent of the City of West Des Moines, Iowa and who did say that said instrument was signed on behalf of City by its authority duly recorded in its minutes, and said agent acknowledged the execution of said instrument, which signature appears hereon, to be the voluntary act and deed of the City and by it voluntarily executed.

[Signature]
Notary Public in and for the State of Iowa



RECORD LEGEND

LOCATION : S 82, SE 1/4 SEC 3, SW 1/4, SE 1/4 SEC 2-77-26
 REELESTOR : CITY OF WEST DES MOINES, IOWA
 PROPRIETOR : GENERAL MANUFACTURING CORPORATION
 SURVEYOR : MURRAY B. BERTING
 SURVEY : SHIVE-HATTERY
 COMPANY : 412 Westcott Place, Suite 202, West Des Moines, Iowa 50399
 RETURN TO : SHIVE-HATTERY



ACQUISITION PLAT
 PARCEL 011-02-P2 FEE SIMPLE
 RIGHT-OF-WAY VETERANS PARKWAY

LINE TABLE

| LINE | LENGTH | DIRECTION |
|------|---------|----------------|
| L1 | 293.88' | S 01°00'10\" E |
| L2 | 63.84' | S 01°00'10\" E |
| L3 | 163.37' | S 84°00'31\" W |
| L4 | 70.26' | S 41°04'27\" E |
| L5 | 160.00' | S 48°05'23\" W |
| L6 | 105.88' | N 41°04'27\" W |
| L7 | 318.50' | N 87°04'58\" W |
| L8 | 181.71' | S 62°45'23\" W |
| L9 | 383.74' | S 88°01'27\" W |
| L10 | 98.22' | N 03°02'28\" W |
| L11 | 318.50' | N 77°17'58\" E |

CURVE TABLE

| CURVE | LENGTH | RADIUS | CHORD BRG | CHORD |
|-------|---------|-----------|----------------|---------|
| C1 | 182.75' | 18417.26' | S 88°08'08\" E | 182.72' |

AREA PER-QUARTER SECTION

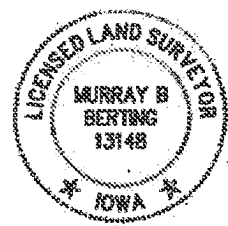
| QUARTER SECTION | SECTION | SQUARE FEET | ACRES |
|-----------------|---------|---------------|-------------|
| SW 1/4, SE 1/4 | 3-77-26 | 87,822 SQ FT | 2.008 ACRES |
| SE 1/4, SE 1/4 | 3-77-26 | 52,811 SQ FT | 1.215 ACRES |
| SW 1/4, SW 1/4 | 2-77-26 | 132,185 SQ FT | 3.035 ACRES |

LEGEND:
 MONUMENT FOUND AS NOTED
 MONUMENT SET 1/2\" IRON ROD 13148
 SECTION LINE
 RIGHT-OF-WAY LINE
 ACQUISITION AREA

NW COR, SW 1/4, SE 1/4, SEC 3-77-26, FOUND 1/2\" IRON ROD WITH YELLOW CAP #18710

272608 SQ. FT.
 8.258 ACRES

SCALE IN FEET
 0 250 500 1000



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

Murray B. Berting 2-16-18
 DATE

NAME: MURRAY B. BERTING
 LICENSE NUMBER: 13148
 MY LICENSE RENEWAL DATE IS: DECEMBER 21, 2019
 PAGES, SHEETS OR DRAWINGS COVERED BY THIS SEAL: 1 OF 2, 2 OF 2

SHIVEHATTERY
 ARCHITECTURE + ENGINEERING
 2103 Eastland Drive | Bloomington, Illinois 61704
 309.882.8882 | fax: 309.882.5808 | www.shive-hattery.com
 iowa | illinois | illiana

ACQUISITION PLAT PARCEL 011-02-P2

PROJECT NO. 011-02-P2

DATE: _____ SCALE: _____ SHEET NO.: 01 OF 02

DRAWN BY: JMM FIELD CHECK: _____

APPROVED: MBB PREPARED BY: _____

PROJECT NO. 4178870

SHEET NO. 1 OF 2

INDEX LESSEES
 LOCATION : 8 1/2, SE 1/4 SEC 3, SW 1/4, SW 1/4 SEC 2-7-28
 REQUESTOR : CITY OF WEST DES MOINES, IOWA
 PROPRIETOR : GENERAL MANUFACTURING CORPORATION
 SURVEYOR : MURRAY S. BERTING
 BUREAU : SHIVE-HATTERY
 COMPANY : 428 Western Plaza, Suite 100, West Des Moines, Iowa 50325
 RETURN TO : SHIVE-HATTERY

This document contains confidential information.

ACQUISITION PLAT PARCEL 011-02-F2 FEE SIMPLE RIGHT-OF-WAY VETERANS PARKWAY

LEGAL DESCRIPTION ADDITIONAL R.O.W. PARCEL 011-02-F2:

A PARCEL OF LAND LYING ENTIRELY WITHIN AND FORMING A PART OF THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF SECTION 3, TOWNSHIP 77 NORTH, RANGE 28 WEST AND THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 2, TOWNSHIP 77 NORTH, RANGE 28 WEST OF THE 5TH P.M. NOW IN AND FORMING A PART OF THE CITY OF WEST DES MOINES, MADISON COUNTY, IOWA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 2;

THENCE SOUTH 01°00'10" EAST, ALONG THE EAST LINE OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 2, FOR A DISTANCE OF 255.59 FEET TO THE POINT-OF-BEGINNING AND THE BEGINNING;

THENCE CONTINUING SOUTH 01°00'10" EAST, ALONG SAID EAST LINE, FOR A DISTANCE OF 68.54 FEET;

THENCE SOUTH 84°00'31" WEST, FOR A DISTANCE OF 153.37 FEET;

THENCE SOUTH 41°54'27" EAST, FOR A DISTANCE OF 70.24 FEET;

THENCE SOUTH 48°05'33" WEST, FOR A DISTANCE OF 150.00 FEET;

THENCE NORTH 41°54'27" WEST, FOR A DISTANCE OF 105.60 FEET;

THENCE NORTH 87°04'58" WEST, FOR A DISTANCE OF 315.50 FEET;

THENCE SOUTH 89°42'53" WEST, FOR A DISTANCE OF 191.71 FEET;

THENCE SOUTH 88°16'05" WEST, FOR A DISTANCE OF 723.43 FEET;

THENCE SOUTH 88°47'59" WEST, FOR A DISTANCE OF 644.17 FEET;

THENCE SOUTH 87°58'59" WEST, FOR A DISTANCE OF 795.54 FEET;

THENCE SOUTH 88°55'52" WEST, FOR A DISTANCE OF 863.75 FEET;

THENCE SOUTH 88°51'27" WEST, FOR A DISTANCE OF 869.74 FEET;

THENCE NORTH 00°08'33" WEST, FOR A DISTANCE OF 99.22 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVED SOUTHERLY AND HAVING A RADIUS OF 10,417.50 FEET;

THENCE ALONG SAID CURVE FOR A DISTANCE OF 182.73 FEET, SAID CURVE HAVING A CHORD BEARING OF SOUTH 88°35'33" EAST AND A CHORD DISTANCE OF 182.72 FEET;

THENCE SOUTH 88°05'24" EAST, FOR A DISTANCE OF 898.88 FEET TO THE BEGINNING OF A CURVE CONCAVED NORTHERLY AND HAVING A RADIUS OF 10,562.50 FEET;

THENCE ALONG SAID CURVE FOR A DISTANCE OF 2898.97 FEET, SAID CURVE HAVING A CHORD BEARING OF NORTH 84°38'18" EAST AND A CHORD DISTANCE OF 2891.37 FEET;

THENCE NORTH 77°17'58" EAST, FOR A DISTANCE OF 318.38 FEET TO A POINT ON THE EAST LINE OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 2 AND THE POINT-OF-BEGINNING.;

CONTAINING 272,808 SQUARE FEET (6.259 ACRES) MORE OR LESS.

File Path: P:\Projects\011-02-F2\011-02-F2\011-02-F2\011-02-F2\011-02-F2.dwg

SHIVEHATTERY
 ARCHITECTURE + ENGINEERING
 2103 Eastland Drive | Bloomington, Illinois 61704
 309.862.8282 | Fax: 309.862.8208 | www.shive-hattery.com
 Iowa | Illinois | Indiana

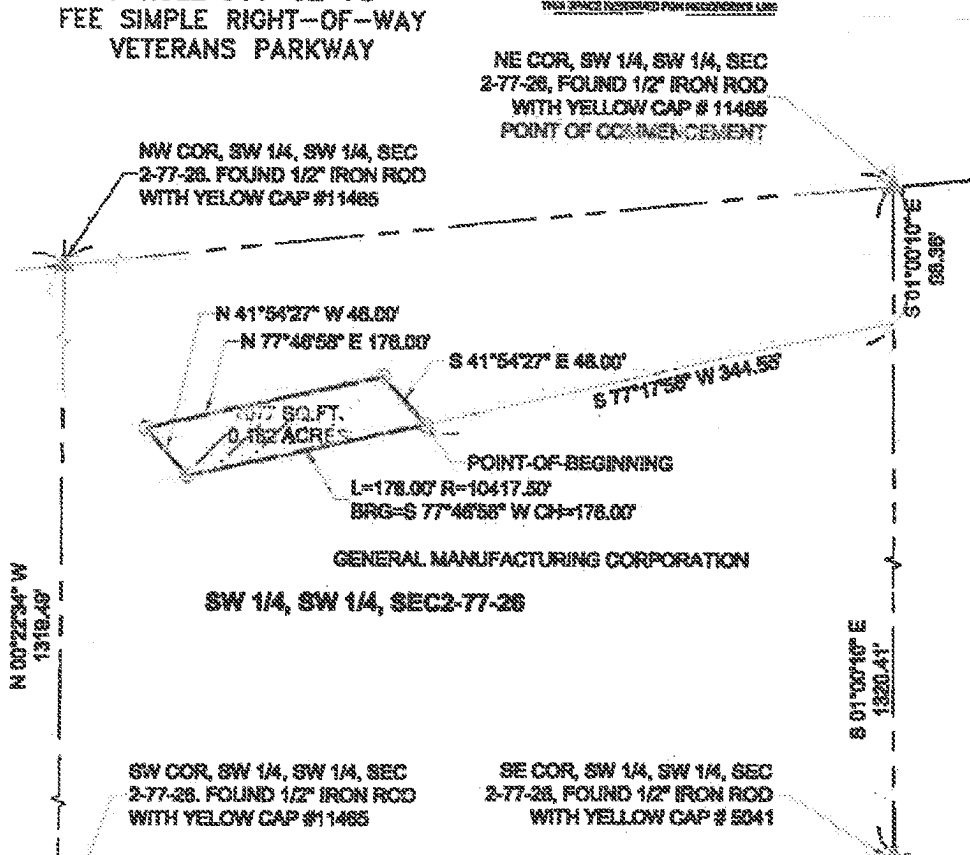
| | | |
|-----------------------------------|-------|------------------------|
| ACQUISITION PLAT PARCEL 011-02-F2 | | PROJECT NO. 4179879 |
| PROJECT NO. 011-02-F2 | | |
| DATE | SCALE | SHEET NO. |
| DRAWN | DATE | 2 OF 2 |
| APPROVED | DATE | |

RECORDING

LOCATION : SW 1/4, SW 1/4 SEC 2-77-28
 REGISTOR : CITY OF WEST DES MOINES, IOWA
 PROPRIETOR : GENERAL MANUFACTURING CORPORATION
 SURVEYOR : MURRAY B. BERTING
 SURVEY : SHIVEHATTERY
 COMPANY : 428 Weston Pkwy, Suite 100, West Des Moines, Iowa 50325
 RETURN TO : SHIVEHATTERY

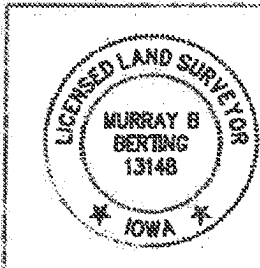
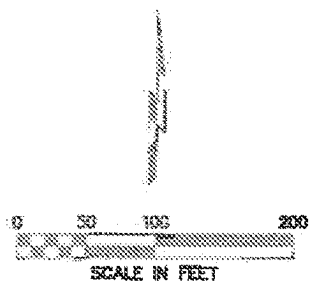
ACQUISITION PLAT

**PARCEL 011-02-F3
 FEE SIMPLE RIGHT-OF-WAY
 VETERANS PARKWAY**



LEGEND:

- MONUMENT FOUND AS NOTED A
- MONUMENT SET 1/2" IRON ROD 13148 C
- SECTION LINE ---
- RIGHT-OF-WAY ---
- ACQUISITION AREA [Hatched Box]



I HEREBY CERTIFY THAT THIS LAND SURVEYING DOCUMENT WAS PREPARED AND THE RELATED SURVEY BOOK 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.

Murray B. Berting 2-10-10
 DATE

NAME: MURRAY B. BERTING
 LICENSE NUMBER: 13148
 MY LICENSE EXPIRES DATE IS: DECEMBER 31, 2011
 PAGES, SHEETS OR DIVISIONS COVERED BY THIS SEAL: 1 OF 2, 2 OF 2

File Path: P:\projects\011-02-F3\011-02-F3.dwg

SHIVEHATTERY
 ARCHITECTURE+ENGINEERING
 2103 Eastland Drive | Bloomington, Illinois 61704
 309.662.6982 | fax: 309.662.5808 | www.shive-hattery.com
 iowa | illinois | indiana

| | | | |
|-----------------------------------|-------|-----------------------|--------------------|
| ACQUISITION PLAT PARCEL 011-02-F3 | | PROJECT NO. 011-02-F3 | PROJECT NO. 419480 |
| DATE | SCALE | DATE | SCALE |
| DRAWN | JWB | FIELD BOOK | |
| APPROVED | MBS | 02/10/2010 | |
| | | SHEET NO. 1 OF 2 | |

ACQUISITION PLAT

**PARCEL 011-02-F3
FEE SIMPLE RIGHT-OF-WAY
VETERANS PARKWAY**

LEGAL DESCRIPTION ADDITIONAL R.O.W. PARCEL 011-02-F3:

A PARCEL OF LAND LYING ENTIRELY WITHIN AND FORMING A PART OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 2, TOWNSHIP 77 NORTH, RANGE 28 WEST OF THE 5TH P.M. NOW IN AND FORMING A PART OF THE CITY OF WEST DES MOINES, MADISON COUNTY, IOWA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 2;

THENCE SOUTH 01°03'10" EAST, ALONG THE EAST LINE OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 2, FOR A DISTANCE OF 68.36 FEET;

THENCE SOUTH 77°17'56" WEST, FOR A DISTANCE OF 344.55 FEET TO THE POINT-OF-BEGINNING AND TO THE BEGINNING OF A CURVE CONCAVED NORTHERLY AND HAVING A RADIUS OF 10,417.50 FEET;

THENCE ALONG SAID CURVE FOR A DISTANCE OF 175.00 FEET, SAID CURVE HAVING A CHORD BEARING OF SOUTH 77°48'58" WEST AND A CHORD DISTANCE OF 175.00 FEET;

THENCE NORTH 41°54'27" WEST, FOR A DISTANCE OF 46.00 FEET;

THENCE NORTH 77°48'58" EAST, FOR A DISTANCE OF 175.00 FEET;

THENCE SOUTH 41°54'27" EAST, FOR A DISTANCE OF 46.00 FEET TO THE POINT-OF-BEGINNING.

CONTAINING 7,077 SQUARE FEET (0.162 ACRES) MORE OR LESS.

File Path: P:\projects\011-02-F3\011-02-F3-01\011-02-F3-01.dwg

SHIVEHATTERY
ARCHITECTURE+ENGINEERING
2103 Eastland Drive | Bloomington, Illinois 61704
309.852.8882 | fax: 309.852.5608 | www.shive-hattery.com
Iowa | Illinois | Indiana

ACQUISITION PLAT PARCEL 011-02-F3

PROJECT NO. 0910-011-0017
WEST DES MOINES, IOWA

| | |
|----------|----------|
| DATE | SCALE |
| DRAWN | BY |
| APPROVED | REVISION |

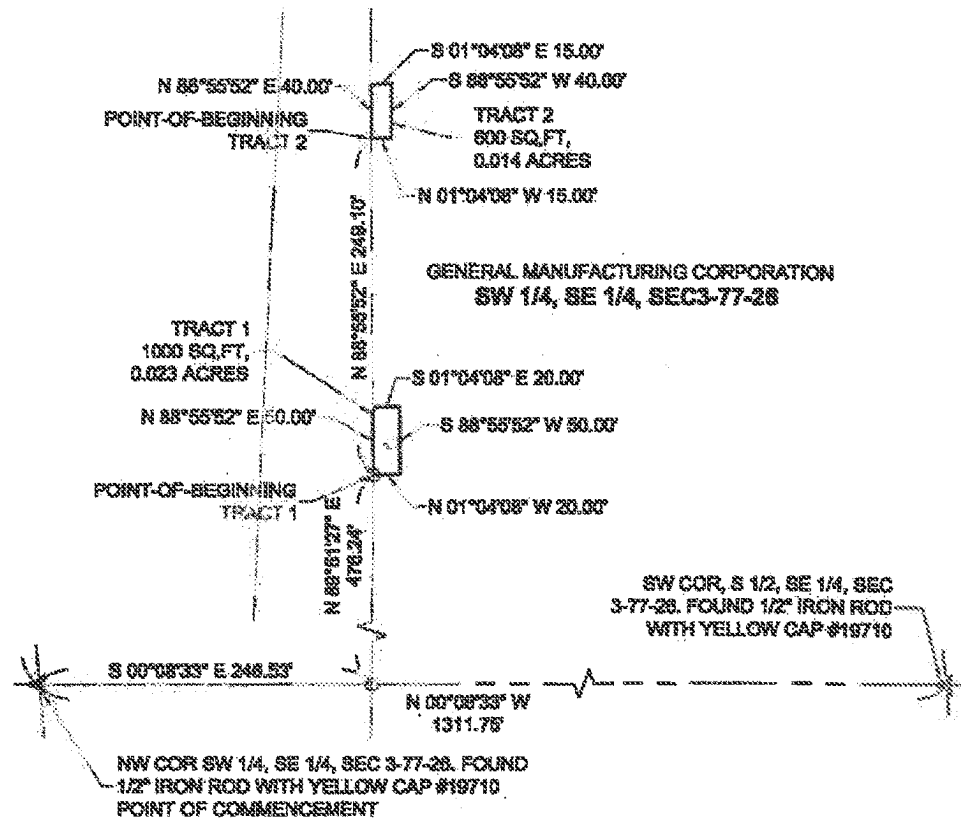
PROJECT NO.
418426

SHEET NO.

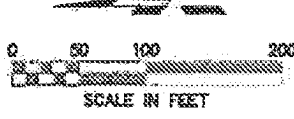
2 of 2

PROJECT LOCATION
 LOCATION : S 1/2, SE 1/4 SEC 3, SW 1/4, SW 1/4 SEC 3-77-28
 PROPOSITOR : CITY OF WEST DES MOINES, IOWA
 PROPRIETOR : GENERAL MANUFACTURING CORPORATION
 SURVEYOR : MURRAY B. BERTING
 SURVEY : SHIVE-HATTERY
 COMPANY : 4327 Hudson Plaza, Suite 100, West Des Moines, Iowa 50325
 RETURN TO : SHIVE-HATTERY

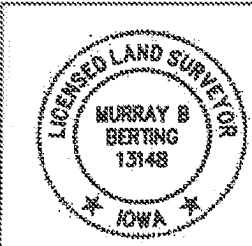
ACQUISITION PLAT
PARCEL 011-02-P
PERMANENT EASEMENT
VETERANS PARKWAY



LEGEND:



MONUMENT FOUND AS NOTED
 MONUMENT SET 1/2" IRON ROD 13148
 SECTION LINE
 RIGHT-OF-WAY LINE
 ACQUISITION AREA



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

Murray B. Berting
 DATE: _____

NAME: **MURRAY B. BERTING**
 LICENSE NUMBER: **13148**
 MY LICENSE EXPIRES DATE IS: **DECEMBER 31, 2016**
 PARCEL, SHEETS OR DIVISIONS COVERED BY THIS SEAL: _____
 1 OF 2 SHEETS

SHIVE-HATTERY
 ARCHITECTURE+ENGINEERING
 2103 Eastland Drive | Bloomington, Illinois 61704
 308.682.8882 | fax: 308.682.5808 | www.shive-hattery.com
 Iowa | Illinois | Indiana

ACQUISITION PLAT PARCEL 011-02-P
 TRACT 1 AND TRACT 2
 PROJECT NO. 0510-011-2017
 WEST DES MOINES, IOWA

| | | |
|----------|------------|-------------|
| DATE | SCALE | PROJECT NO. |
| DRAWN | DATE | 499020 |
| APPROVED | FIELD BOOK | |
| | DATE | |
| | REVISION | |

1 OF 2

INDEX/LEGEND

LOCATION : S 30, SE 1/4 SEC 3, SW 1/4, SW 1/4 SEC 3-77-28
 REGISTRATION : CITY OF WEST DES MOINES, IOWA
 PROPRIETOR : GENERAL MANUFACTURING CORPORATION
 SURVEYOR : MURRAY S. BERTING
 SURVEY : SHIVE-HATTERY
 COMPANY : 4185 Madison Hwy, Suite 100, West Des Moines, Iowa 50325
 RETURN TO : SHIVE-HATTERY

THIS SPACE RESERVED FOR RECORDING LABEL

ACQUISITION PLAT

PARCEL 011-02-P
 PERMANENT EASEMENT
 VETERANS PARKWAY

LEGAL DESCRIPTION PARCEL 011-02-P, TRACT 2, PART OF THE SW1/4, SE1/4, SECTION 3:

A PARCEL OF LAND LYING ENTIRELY WITHIN AND FORMING A PART OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 3, TOWNSHIP 77 NORTH, RANGE 28 WEST OF THE 5TH P.M. NOW IN AND FORMING A PART OF THE CITY OF WEST DES MOINES, MADISON COUNTY, IOWA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 3;

THENCE SOUTH 00°08'33" EAST, ALONG THE WEST LINE OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 3, FOR A DISTANCE OF 248.53 FEET;

THENCE NORTH 89°51'27" EAST, FOR A DISTANCE OF 478.24 FEET;

THENCE NORTH 88°55'52" EAST, FOR A DISTANCE OF 248.10 FEET TO THE POINT OF BEGINNING;

THENCE CONTINUING NORTH 88°55'52" EAST, FOR A DISTANCE OF 40.00 FEET;

THENCE SOUTH 01°04'08" EAST, FOR A DISTANCE OF 15.00 FEET;

THENCE SOUTH 88°55'52" WEST, FOR A DISTANCE OF 40.00 FEET;

THENCE NORTH 01°04'08" WEST, FOR A DISTANCE OF 15.00 FEET TO THE POINT-OF-BEGINNING.

CONTAINING 800 SQUARE FEET (0.014 ACRES) MORE OR LESS.

LEGAL DESCRIPTION PARCEL 011-02-P, TRACT 1, PART OF THE SW1/4, SE1/4, SECTION 3:

A PARCEL OF LAND LYING ENTIRELY WITHIN AND FORMING A PART OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 3, TOWNSHIP 77 NORTH, RANGE 28 WEST OF THE 5TH P.M. NOW IN AND FORMING A PART OF THE CITY OF WEST DES MOINES, MADISON COUNTY, IOWA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 3;

THENCE SOUTH 00°08'33" EAST, ALONG THE WEST LINE OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 3, FOR A DISTANCE OF 248.53 FEET;

THENCE NORTH 89°51'27" EAST, FOR A DISTANCE OF 478.24 FEET TO THE POINT OF BEGINNING;

THENCE NORTH 88°55'52" EAST, FOR A DISTANCE OF 50.00 FEET;

THENCE SOUTH 01°04'08" EAST, FOR A DISTANCE OF 20.00 FEET;

THENCE SOUTH 88°55'52" WEST, FOR A DISTANCE OF 50.00 FEET;

THENCE NORTH 01°04'08" WEST, FOR A DISTANCE OF 20.00 FEET TO THE POINT-OF-BEGINNING.

CONTAINING 1,000 SQUARE FEET (0.023 ACRES) MORE OR LESS.

File Path: P:\proj\2017\011-011-017\011-011-017_002.dwg, APPR: 01/11/2017

SHIVE-HATTERY
 ARCHITECTURE + ENGINEERING

2103 Eastland Drive | Bloomington, Illinois 61704
 309.582.8882 | fax: 309.582.5808 | www.shive-hattery.com
 Iowa | Illinois | Indiana

ACQUISITION PLAT PARCEL 011-02-P
 TRACT 1 AND TRACT 2
 PROJECT NO. 0815-011-017
 WEST DES MOINES, IOWA

| | | |
|-----------------|------------|----------------------------|
| DATE | SCALE | SHEET NO. 2 OF 2 |
| DRAWN JWB | FIELD BOOK | |
| APPROVED ESB | REVISION | |

PROJECT NO.
418420

INDEX LEGEND

LOCATION : S 1/2, SE 1/4 SEC 3, SW 1/4, SW 1/4 SEC 2-77-28

REQUESTOR : CITY OF WEST DES MOINES, IOWA

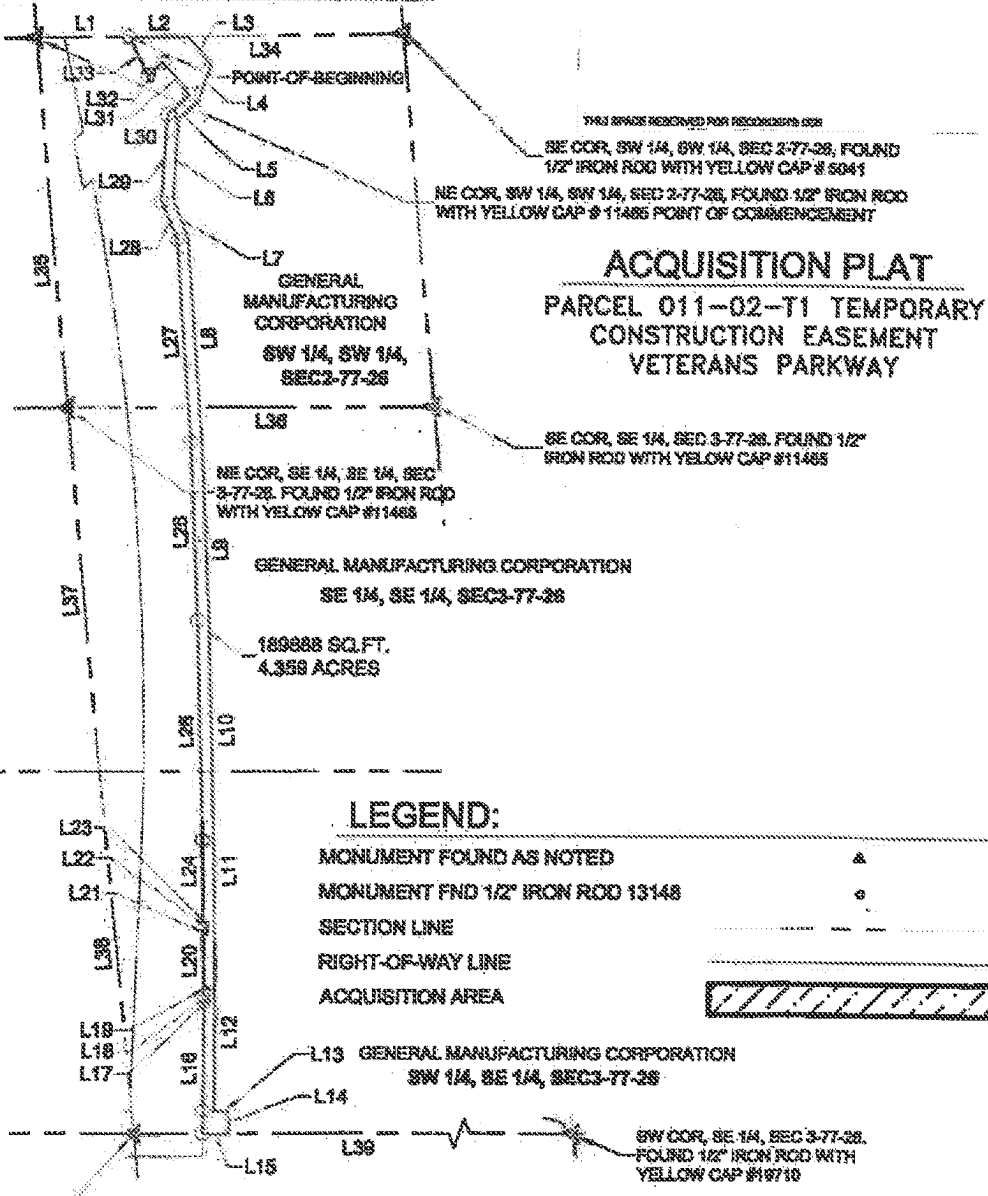
PREPARED BY : GENERAL MANUFACTURING CORPORATION

SURVEYOR : MURRAY B. BERTING

SURVEY : SHIVE-HATTERY

COMPANY : 4120 Madison Plaza, Suite 510, West Des Moines, Iowa 50325

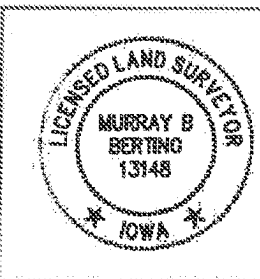
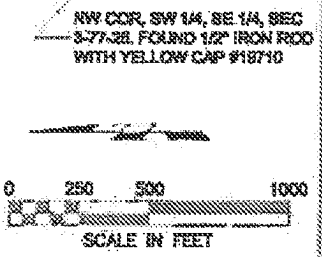
RETURN TO : SHIVE-HATTERY



ACQUISITION PLAT
PARCEL 011-02-T1 TEMPORARY
CONSTRUCTION EASEMENT
VETERANS PARKWAY

LEGEND:

- MONUMENT FOUND AS NOTED ▲
- MONUMENT FND 1/2" IRON ROD 13148 ●
- SECTION LINE ---
- RIGHT-OF-WAY LINE - - - - -
- ACQUISITION AREA ▨



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 LAND SURVEYOR UNDER THE LAWS OF THE STATE OF IOWA.

Murray B. Berting
 DATE: _____

NAME: MURRAY B. BERTING

LICENSE NUMBER: 13148

BY LICENSE BOARD, DATE OF: DECEMBER 31, 2006

PAGES, SHEETS OR DIVISIONS COVERED BY THIS SEAL: _____

1 OF 3 SHEETS 3 OF 3

SHIVEHATTERY
 ARCHITECTURE + ENGINEERING
 2103 Eastland Drive | Bloomington, Illinois 61704
 308.862.8982 | fax: 308.862.5608 | www.shive-hattery.com
 Iowa | Illinois | Indiana

| | | |
|--|------------|-----------------------|
| ACQUISITION PLAT PARCEL 011-02-T1 | | PROJECT NO. 416602 |
| PROJECT NO. 0210-011-2617 WEST DES MOINES, IOWA | | SHEET NO. |
| DATE | SCALE | 1 OF 3 |
| DRAWN | FIELD BOOK | |
| APPROVED | REVISION | |

ACQUISITION PLAT
PARCEL 011-02-T1 TEMPORARY
CONSTRUCTION EASEMENT
VETERANS PARKWAY

| AREA PER-QUARTER SECTION | | | |
|--------------------------|---------|--------------|-------------|
| QUARTER SECTION | SECTION | SQUARE FEET | ACRES |
| SW 1/4, SE 1/4 | 3-77-26 | 54,858 SQ FT | 1.262 ACRES |
| SE 1/4, SE 1/4 | 3-77-26 | 52,506 SQ FT | 1.205 ACRES |
| SW 1/4, SW 1/4 | 2-77-26 | 82,424 SQ FT | 1.893 ACRES |

| LINE TABLE | | |
|------------|---------|---------------|
| LINE | LENGTH | DIRECTION |
| L1 | 335.60' | S 01°00'10" E |
| L2 | 206.29' | S 01°00'10" E |
| L3 | 132.33' | S 48°05'33" W |
| L4 | 137.46' | N 71°36'54" W |
| L5 | 98.77' | N 41°54'27" W |
| L6 | 289.55' | N 87°04'59" W |
| L7 | 148.93' | S 88°42'53" W |
| L8 | 730.50' | S 88°18'06" W |
| L9 | 645.10' | S 88°47'58" W |
| L10 | 796.38' | S 87°58'58" W |
| L11 | 584.42' | S 88°55'52" W |
| L12 | 394.07' | S 89°51'27" W |
| L13 | 50.00' | S 00°08'33" E |
| L14 | 82.50' | S 89°51'27" W |
| L15 | 90.00' | N 00°08'33" W |
| L16 | 476.24' | N 69°51'37" E |
| L17 | 20.00' | S 01°04'08" E |
| L18 | 50.00' | N 88°55'52" E |
| L19 | 20.00' | N 01°04'08" W |
| L20 | 199.10' | N 88°55'52" E |

| LINE TABLE | | |
|------------|----------|---------------|
| LINE | LENGTH | DIRECTION |
| L21 | 15.00' | S 01°04'08" E |
| L22 | 40.00' | N 88°55'52" E |
| L23 | 15.00' | N 01°04'08" W |
| L24 | 294.95' | N 88°55'52" E |
| L25 | 795.64' | N 87°58'58" E |
| L26 | 644.17' | N 88°47'58" E |
| L27 | 723.43' | N 85°16'05" E |
| L28 | 151.71' | N 66°42'53" E |
| L29 | 315.50' | S 87°04'58" E |
| L30 | 106.80' | S 41°54'27" E |
| L31 | 150.00' | N 48°05'33" E |
| L32 | 70.24' | N 41°54'27" W |
| L33 | 153.37' | N 64°00'31" E |
| L34 | 1320.41' | S 01°00'10" E |
| L35 | 1326.19' | N 84°13'58" E |
| L36 | 1319.46' | N 00°22'34" W |
| L37 | 1318.93' | N 83°58'11" E |
| L38 | 1318.76' | N 83°58'11" E |
| L39 | 1311.76' | N 00°08'33" W |

File Path: P:\projects\011-02-T1\011-02-T1.plt

SHIVEHATTERY
 ARCHITECTURE + ENGINEERING
 2103 Eastland Drive | Bloomington, Illinois 61704
 308.662.8982 | fax: 308.662.5808 | www.shive-hattery.com
 Iowa | Illinois | Indiana

ACQUISITION PLAT PARCEL 011-02-T1

PROJECT NO. 0919-011-0017
 WEST DES MOINES, IOWA

DATE _____ SCALE _____
 DRAWN JWW FIELD BOOK _____
 APPROVED _____ REVISION _____

PROJECT NO.
4154806

SHEET NO.

2 OF 3

ACQUISITION PLAT
PARCEL 011-02-T1 TEMPORARY
CONSTRUCTION EASEMENT
VETERANS PARKWAY

LEGAL DESCRIPTION TEMPORARY CONSTRUCTION EASEMENT, PARCEL
 011-02-T1:

A PARCEL OF LAND LYING ENTIRELY WITHIN AND FORMING A PART OF THE
 SOUTH 1/2 OF THE SOUTHEAST 1/4 OF SECTION 3, TOWNSHIP 77 NORTH,
 RANGE 28 WEST AND THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF
 SECTION 2, TOWNSHIP 77 NORTH, RANGE 28 WEST OF THE 6TH P.M. NOW IN
 AND FORMING A PART OF THE CITY OF WEST DES MOINES, MADISON COUNTY,
 IOWA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF THE SOUTHWEST 1/4 OF THE
 SOUTHWEST 1/4 OF SAID SECTION 2;
 THENCE SOUTH 01°00'10" EAST, ALONG SAID EAST LINE, FOR A DISTANCE OF
 235.88 FEET TO THE POINT-OF-BEGINNING;
 THENCE CONTINUING SOUTH 01°00'10" EAST, ALONG SAID EAST LINE, FOR A
 DISTANCE OF 208.28 FEET;
 THENCE SOUTH 46°08'33" WEST, FOR A DISTANCE OF 182.38 FEET;
 THENCE NORTH 71°38'54" WEST, FOR A DISTANCE OF 137.48 FEET;
 THENCE NORTH 41°54'27" WEST, FOR A DISTANCE OF 88.77 FEET;
 THENCE NORTH 87°04'58" WEST, FOR A DISTANCE OF 289.58 FEET;
 THENCE SOUTH 88°42'53" WEST, FOR A DISTANCE OF 148.93 FEET;
 THENCE SOUTH 88°16'08" WEST, FOR A DISTANCE OF 730.50 FEET;
 THENCE SOUTH 88°47'58" WEST, FOR A DISTANCE OF 645.10 FEET;
 THENCE SOUTH 87°58'58" WEST, FOR A DISTANCE OF 788.38 FEET;
 THENCE SOUTH 88°58'52" WEST, FOR A DISTANCE OF 584.42 FEET;
 THENCE SOUTH 88°51'27" WEST, FOR A DISTANCE OF 384.87 FEET;
 THENCE SOUTH 89°08'33" EAST, FOR A DISTANCE OF 80.00 FEET;
 THENCE SOUTH 88°51'27" WEST, FOR A DISTANCE OF 82.50 FEET, TO A POINT
 ON THE WEST LINE OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID
 SECTION 3;
 THENCE NORTH 89°08'33" WEST, ALONG SAID WEST LINE FOR A DISTANCE OF
 80.00 FEET;
 THENCE NORTH 88°51'27" EAST, FOR A DISTANCE OF 478.24 FEET;
 THENCE SOUTH 01°04'08" EAST, FOR A DISTANCE OF 20.00 FEET;
 THENCE NORTH 88°58'52" EAST, FOR A DISTANCE OF 50.00 FEET;
 THENCE NORTH 01°04'08" WEST, FOR A DISTANCE OF 20.00 FEET;
 THENCE NORTH 88°58'52" EAST, FOR A DISTANCE OF 188.10 FEET;
 THENCE SOUTH 01°04'08" EAST, FOR A DISTANCE OF 15.00 FEET;
 THENCE NORTH 88°58'52" EAST, FOR A DISTANCE OF 48.00 FEET;
 THENCE NORTH 01°04'08" WEST, FOR A DISTANCE OF 45.00 FEET;
 THENCE NORTH 88°58'52" EAST, FOR A DISTANCE OF 294.85 FEET;
 THENCE NORTH 87°58'58" EAST, FOR A DISTANCE OF 795.84 FEET;
 THENCE NORTH 88°47'58" EAST, FOR A DISTANCE OF 644.17 FEET;
 THENCE NORTH 88°16'08" EAST, FOR A DISTANCE OF 723.43 FEET;
 THENCE NORTH 88°42'53" EAST, FOR A DISTANCE OF 151.71 FEET;
 THENCE SOUTH 87°04'58" EAST, FOR A DISTANCE OF 315.89 FEET;
 THENCE SOUTH 41°54'27" EAST, FOR A DISTANCE OF 105.80 FEET;
 THENCE NORTH 48°08'53" EAST, FOR A DISTANCE OF 150.00 FEET;
 THENCE NORTH 41°54'27" WEST, FOR A DISTANCE OF 78.34 FEET;
 THENCE NORTH 84°08'31" EAST, FOR A DISTANCE OF 183.37 FEET TO A POINT
 ON THE EAST LINE OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID
 SECTION 2 AND THE POINT-OF-BEGINNING.

CONTAINING 189,868 SQUARE FEET (4.358 ACRES) MORE OR LESS.

File Path: E:\projects\011-02-T1\011-02-T1\011-02-T1.dwg, 07/18/2013 10:50:23 AM

SHIVEHATTERY
 ARCHITECTURE + ENGINEERING
 2103 Eastland Drive | Bloomington, Illinois 61704
 308.682.8882 | fax: 308.682.8808 | www.shive-hattery.com
 Iowa | Illinois | Indiana

| | | |
|---|-------|------------|
| ACQUISITION PLAT PARCEL 011-02-T1 | | |
| PROJECT NO. 0810-011-0117 WEST DES MOINES IOWA | | |
| DATE | SCALE | |
| DRAWN | JWW | FIELD BOOK |
| APPROVED | ERS | REVISION |

PROJECT NO.
418400
SHEET NO.
3 OF 3

INDEX LEGEND

LOCATION : SW 1/4, SW 1/4, SEC 2, 77-28

REQUESTOR : CITY OF WEST DES MOINES, IOWA

PROPOSITOR : GENERAL MANUFACTURING CORPORATION

SURVEYOR : MURRAY B. BERTING

BUREAU : SHIVEHATTERY

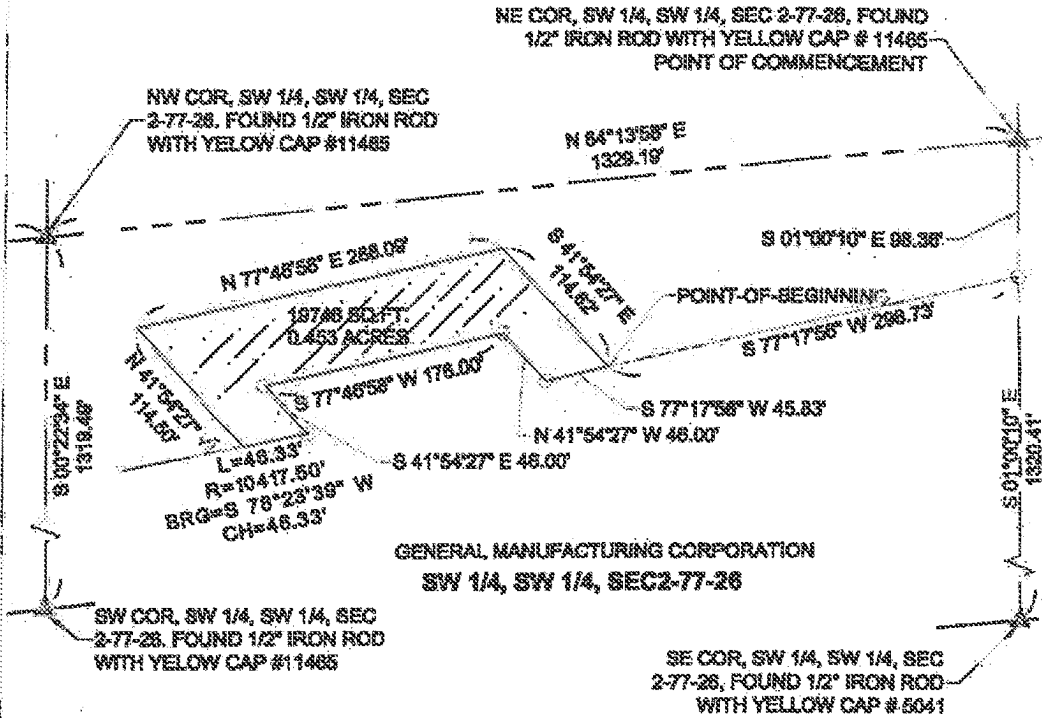
COMPANY : 4128 Hickman Place, Suite 100, West Des Moines, Iowa 50325

RETURN TO : SHIVEHATTERY

ACQUISITION PLAT

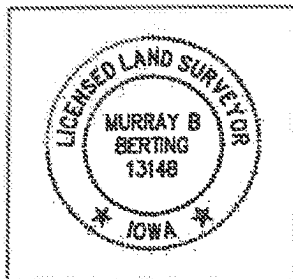
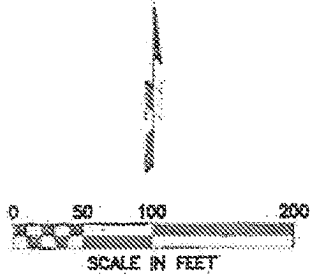
PARCEL 011-02-T2
 TEMPORARY CONSTRUCTION EASEMENT
 VETERANS PARKWAY

THIS SPACE RESERVED FOR RECORDING USE



LEGEND:

- MONUMENT FOUND AS NOTED ▲
- MONUMENT FND 1/2" IRON ROD 13148 ●
- SECTION LINE — — — — —
- RIGHT-OF-WAY LINE —————
- ACQUISITION AREA ▨▨▨▨▨▨▨▨▨▨



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 LAND SURVEYOR UNDER THE LAWS OF THE STATE OF IOWA.

SUBJECT: _____ DATE: _____

NAME: MURRAY B. BERTING

LICENSE NUMBER: 13148

BY LICENSE RENEWAL DATE: DECEMBER 31, 2019

PLANS, SHEETS OR INSTRUMENTS COVERED BY THIS SEAL: _____

1 OF 2, 2 OF 2

SHIVEHATTERY
 ARCHITECTURE+ENGINEERING
 2103 Eastland Drive | Bloomington, Illinois 61704
 309.882.8882 | fax: 309.882.5808 | www.shive-hattery.com
 Iowa | Illinois | Indiana

| | | |
|--|------------|------------------------|
| ACQUISITION PLAT PARCEL 011-02-T2 | | PROJECT NO. 4154828 |
| PROJECT NCL 6814-011-2017 WEST DES MOINES, IOWA | | SHEET NCL |
| DATE | SCALE | 1 OF 2 |
| DRAWN | FIELD BOOK | |
| APPROVED | REVISION | |

File Name: P:\projects\4154828\shivehattery\011-02-T2\011-02-T2.dwg, P:\projects\4154828\shivehattery\011-02-T2\011-02-T2.dwg

INDEX LEGEND
LOCATION : NW 1/4, SW 1/4 SEC 2, T77N R26W
REQUESTOR : CITY OF WEST DES MOINES, IOWA
PROFESSOR : GENERAL MANUFACTURING CORPORATION
SURVEYOR : SHIVE-HATTERY
SURVEY : SHIVE-HATTERY
CORNERS : 4120 Hudson Pkwy, Suite 100, West Des Moines, Iowa 50325
RETURN TO : SHIVE-HATTERY

THIS SPACE RESERVED FOR RECORDED USE

ACQUISITION PLAT
PARCEL 011-02-T2
TEMPORARY CONSTRUCTION EASEMENT
VETERANS PARKWAY

LEGAL DESCRIPTION TEMPORARY CONSTRUCTION EASEMENT PARCEL 011-02-T2:

A PARCEL OF LAND LYING ENTIRELY WITHIN AND FORMING A PART OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 2, TOWNSHIP 77 NORTH, RANGE 26 WEST OF THE 5TH P.M. NOW IN AND FORMING A PART OF THE CITY OF WEST DES MOINES, MADISON COUNTY, IOWA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 2;

THENCE SOUTH 01°00'10" EAST, ALONG THE EAST LINE OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 2, FOR A DISTANCE OF 88.86 FEET;

THENCE SOUTH 77°17'58" WEST, FOR A DISTANCE OF 298.73 FEET TO THE POINT-OF-BEGINNING;

THENCE CONTINUING SOUTH 77°17'58" WEST, FOR A DISTANCE OF 48.83 FEET;

THENCE NORTH 41°54'27" WEST, FOR A DISTANCE OF 48.00 FEET;

THENCE SOUTH 77°48'58" WEST, FOR A DISTANCE OF 178.00 FEET;

THENCE SOUTH 41°54'27" EAST, FOR A DISTANCE OF 48.00 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE NORTHERLY AND HAVING A RADIUS OF 10,417.50 FEET;

THENCE ALONG SAID CURVE FOR A DISTANCE OF 48.33 FEET, SAID CURVE HAVING A CHORD BEARING OF SOUTH 78°23'39" WEST AND A CHORD DISTANCE OF 48.33 FEET;

THENCE NORTH 41°54'27" WEST, FOR A DISTANCE OF 114.50 FEET;

THENCE NORTH 77°48'58" EAST, FOR A DISTANCE OF 268.09 FEET;

THENCE SOUTH 41°54'27" EAST, FOR A DISTANCE OF 114.62 FEET TO THE POINT-OF-BEGINNING.

CONTAINING 19,748 SQUARE FEET (0.453 ACRES) MORE OR LESS.

File Path: P:\Projects\011-02-T2\011-02-T2-ACQUISITION PLAT PARCEL 011-02-T2.dwg, 011-02-T2-ACQUISITION PLAT PARCEL 011-02-T2.dwg

SHIVEHATTERY
ARCHITECTURE + ENGINEERING
2103 Eastland Drive | Bloomington, Illinois 61704
309.662.8992 | fax: 309.662.5808 | www.shive-hattery.com
Iowa | Illinois | Indiana

| | | | |
|---|-------|------------|-----------------------|
| ACQUISITION PLAT PARCEL 011-02-T2 | | | PROJECT NO. 416426 |
| PROJECT NO. 011-011-0417 WEST DES MOINES, IOWA | | | SHEET NO. |
| DATE | SCALE | | |
| DRAWN | AWP | FIELD BOOK | |
| APPROVED | MSD | REVISION | 2 OF 2 |

ADDENDUM TO OFFER TO PURCHASE AND AGREEMENT

PARCEL NO. 011-02 COUNTY: Madison
PROJECT NO. 0510-011-2017 PROJECT NAME: Veteran's Parkway

THIS ADDENDUM to that certain Offer to Purchase Agreement dated July 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 011-02-F2, 011-02-F3, 011-02-P and Temporary Easement Plats labeled 011-02-T1 and 011-02-T2; 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.

Within said 90-day period after the execution of the Purchase Agreement and this Addendum, Seller shall deliver to City a survey showing the acres, or portion thereof, represented by the economic remnant, and City shall thereupon remit to Seller the amount equal to such acres, or portion thereof multiplied by \$18,200.00.

7. City will provide all seeding used in all temporary and permanent easement areas, and such seed shall consist of varieties selected by Seller.

8. The term "City" as used herein shall refer to the City of West Des Moines, Iowa. The term "Seller" shall refer to the undersigned, its heirs, assigns, and successors in interest.

9. Either party may enforce this Easement by appropriate action, and the prevailing party shall recover as part of its costs the reasonable attorney fees incurred in such action.

10. The terms and conditions of Addendum are binding upon the City and Seller including, but not limited to, future owners. All provisions of this record, including benefits and burdens, run with the land and are binding upon and inure to the heirs, assigns, successors, tenants, and personal representatives of the parties hereto.

11. This Addendum and Purchase Agreement and all of the legal and equitable remedies of the Parties in the event of a breach of any provision of such Purchase Agreement and Addendum by any Party, or its successors and assigns, shall survive the closing of the transaction under the Purchase Agreement and Addendum and shall not merge with the deed of conveyance or easement agreements from Seller to Buyer. In the event of any conflict between the Purchase Agreement and this Addendum, the Addendum shall supersede and control.

Dated this 29th day of June, 2018.

GENERAL MANUFACTURING CO.

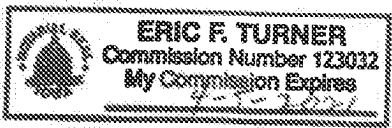
By Misty Wittern Lee VP
Misty Wittern Lee, Vice President

STATE OF IOWA)
) SS
COUNTY OF Polk)

This record was acknowledged before me on the 29th day of June, 2018 by Misty Wittern Lee, as Vice President of General Manufacturing Co., an Iowa corporation, on behalf of whom the record was executed.

Eric F. Turner
NOTARY PUBLIC

CITY OF WEST DES MOINES, IOWA
By: Steven K. Gaer
Steven K. Gaer, Mayor

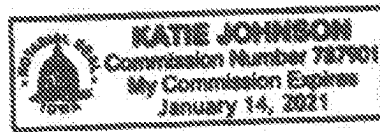


Attest:
Ryan F. Jacobson
Ryan F. Jacobson, CMC, MPA
City Clerk

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
 Prose, IA 50229-8529
 515-371-1531

*Veteran Parkway
 Madison
 WDM.*

Quote

| Date | Quote # |
|-----------|---------|
| 4/19/2018 | 705 |

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

| Description | Qty | Rap Project | |
|---|-------|-------------|-------------------|
| | | | 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 18' 2" | 6 | | 1,230.00T |
| staples, legs, clips, extras | 1 | | 4,712.12T |
| L-INETWANNWIRE | 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 |
| dispose! | 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 | | | 841,202.52 |

J & L Custom Fence, Inc
 3321 190th Street
 Prole, IA 50229-8529
 515-371-1531

WDM

Quote

| Date | Quote # |
|-----------|---------|
| 4/19/2018 | 709 |

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

| Rep | Project |
|-----|---------|
| | |

| Description | Qty | Total |
|---|-------|-------------------|
| Creosote 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 | 224.00T |
| Creosote 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 |

J & L Custom Fence, Inc
 3321 190th Street
 Prole, IA 50229-8529
 515-371-1531

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 |
|--|------|-------------------|
| Creosote 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 |
| Creosote 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-INSTWVNWIRE | 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, legs, clips, extras front north of new road to ditch | 1 | 138.63T |
| Price subject to change | | |
| Sales Tax | | 0.00 |
| Total | | \$1,655.59 |