



20-1618

55

Date October 5, 2020

HOLD HEARING FOR APPROVAL OF DOCUMENTS FOR VACATION OF THE EAST/WEST ALLEY RIGHT-OF-WAY LOCATED BETWEEN VALE STREET AND EAST RAILROAD AVENUE FROM SOUTHEAST 7TH STREET TO SOUTHEAST 8TH STREET AND CONVEYANCE TO THE ADJOINING PROPERTY OWNERS FOR \$375.00

WHEREAS, on July 13, 2020, by Roll Call No. 20-1106, the City Council of the City of Des Moines, Iowa voted to receive and file a recommendation from the City Plan and Zoning Commission to approve a City-initiated request to vacate the east/west alley right-of-way segment between Vale Street and East Railroad Avenue from Southeast 7th Street to Southeast 8th Street, subject to the reservation of easements for existing utilities in place until such time as they are abandoned or relocated at the purchaser’s expense; and

WHEREAS, Anchor Investment Group, LLC, the owner of 901 Southeast 7th Street and 709 and 714 Vale Street, has offered to the City of Des Moines, Iowa (“City”) the purchase price of \$175.00 for the purchase of the portion of vacated alley adjoining its property, subject to the reservation of easements for all existing utilities in place, until such time that they are abandoned or relocated, which price reflects the fair market value of said portion of alley right-of-way as determined by the City’s Real Estate Division; and

WHEREAS, Thomas V. Ellis, Jr., the owner of 912 Southeast 8th Street and 712 East Railroad Avenue, has offered to the City of Des Moines, Iowa (“City”) the purchase price of \$125.00 for the purchase of the portion of vacated alley adjoining his property, subject to the reservation of easements for all existing utilities in place, until such time that they are abandoned or relocated, which price reflects the fair market value of said portion of alley right-of-way as determined by the City’s Real Estate Division; and

WHEREAS, David E. Johnson and Vicki Stark, the owners of 700 East Railroad Avenue, have offered to the City of Des Moines, Iowa (“City”) the purchase price of \$75.00 for the purchase of the portion of vacated alley adjoining their property, subject to the reservation of easements for all existing utilities in place, until such time that they are abandoned or relocated, which price reflects the fair market value of said portion of alley right-of-way as determined by the City’s Real Estate Division; and

WHEREAS, there is no known current or future public need for the alley right-of-way proposed to be vacated and sold, and the City will not be inconvenienced by the vacation and sale of said property.

WHEREAS, on September 14, 2020, by Roll Call No. 20-1440, it was duly resolved by the City Council of the City of Des Moines, Iowa, that the proposed vacation and conveyance of the alley right-of-way be set for hearing on October 5, 2020, at 5:00 p.m., in the City Council Chambers, Richard A. Clark Municipal Service Center, 1551 E. Martin Luther King Jr. Parkway, Des Moines, Iowa, and given Mayor Cownie’s March 17, 2020 Proclamation, as amended prohibiting indoor gatherings of ten or more persons on public property, Section One of the Governor’s June 25, 2020 Proclamation strongly encouraging vulnerable Iowans to limit participation in gatherings of any size and any purpose during the COVID19 outbreak and the City Manager’s decision to delay the opening



Date October 5, 2020

of City buildings to the public due to the recent upwards spikes of positive COVID-19 cases and hospitalizations in Polk County and the need to maintain safety; it is impossible and impractical to have physical public access to the meeting location and the meeting will be conducted electronically with electronic public access to the meeting location; and

WHEREAS, due notice of said proposal to vacate and convey the alley right-of-way was given as provided by law, setting forth the time and place for hearing on said proposal, including how to participate electronically and telephonically; and

WHEREAS, in accordance with City Council direction, those interested in the proposed vacation and conveyance, both for and against, have been given an opportunity to be heard with respect thereto and have presented their views to the City Council.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Des Moines, Iowa, as follows:

1. Upon due consideration of the facts and statements of interested persons, any and all objections to the proposed vacation and conveyance of alley right-of-way as described herein, are hereby overruled and the hearing is closed.

2. There is no public need or benefit for the alley right-of-way proposed to be vacated, and the public would not be inconvenienced by reason of the vacation of the east/west alley right-of-way segment between Vale Street and East Railroad Avenue from Southeast 7th Street to Southeast 8th Street, legally described as follows, and said vacation is hereby approved:

ALL OF THE EAST/WEST ALLEY RIGHT OF WAY IN BLOCK 70, TOWN OF DE MOINE, AN OFFICIAL PLAT, ALL NOW INCLUDED IN AND FORMING A PART OF THE CITY OF DES MOINES, POLK COUNTY, IOWA, AND CONTAINING APPROXIMATELY 0.13 ACRES (5,724 SQUARE FEET)

3. The proposed sale of such vacated alley right-of-way, as legally described below and to the grantees and for the consideration identified below, subject to reservation of easements therein, and said conveyance is hereby approved:

Grantee: Anchor Investment Group, LLC

Consideration: \$175.00

Legal Description: ALL OF THE NORTH HALF (N 1/2) OF THE VACATED EAST/WEST ALLEY RIGHT OF WAY IN BLOCK 70, TOWN OF DE MOINE, AN OFFICIAL PLAT, ALL NOW INCLUDED IN AND FORMING A PART OF THE CITY OF DES MOINES, POLK COUNTY, IOWA, AND CONTAINING APPROXIMATELY 0.07 ACRES (2,862 SQUARE FEET).

Grantee: Thomas V. Ellis, Jr.

Consideration: \$125.00



Roll Call Number

20-1618

Agenda Item Number

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Date October 5, 2020

Legal Description: THE SOUTH HALF (S 1/2) OF THE VACATED EAST/WEST ALLEY RIGHT OF WAY LYING NORTH OF AND ADJOINING LOTS 5 THROUGH 8 IN BLOCK 70, TOWN OF DE MOINE, AN OFFICIAL PLAT, ALL NOW INCLUDED IN AND FORMING A PART OF THE CITY OF DES MOINES, POLK COUNTY, IOWA, AND CONTAINING APPROXIMATELY 0.04 ACRES (1,908 SQUARE FEET).

Grantee: David E. Johnson and Vicki Stark

Consideration: \$75.00

Legal Description: THE SOUTH HALF (S 1/2) OF THE VACATED EAST/WEST ALLEY RIGHT OF WAY LYING NORTH OF AND ADJOINING LOTS 3 AND 4 IN BLOCK 70, TOWN OF DE MOINE, AN OFFICIAL PLAT, ALL NOW INCLUDED IN AND FORMING A PART OF THE CITY OF DES MOINES, POLK COUNTY, IOWA, AND CONTAINING APPROXIMATELY 0.02 ACRES (954 SQUARE FEET).

4. The Mayor is authorized and directed to sign the Offers to Purchase and Quit Claim Deeds for the conveyances as identified above, and the City Clerk is authorized and directed to attest to the Mayor's signature.
5. Upon proof of payment of the consideration, plus \$113.00 for publication and recording costs, the City Clerk is authorized and directed to forward the original of the Quit Claim Deeds, together with a certified copy of this resolution and of the affidavit of publication of the notice of this hearing, to the Real Estate Division of the Engineering Department for the purpose of causing said documents to be recorded.
6. The Real Estate Division Manager is authorized and directed to forward the original of the Quit Claim Deeds, together with a certified copy of this resolution and of the affidavit of publication of the notice of this hearing, to the Polk County Recorder's Office for the purpose of causing these documents to be recorded.
7. Upon receipt of the recorded documents back from the Polk County Recorder, the Real Estate Division Manager shall mail the original of the Quit Claim Deeds and a copy of the other documents to the grantee.
8. Non-project related land sale proceeds are used to support general operating budget expenses: Org – EG064090.



Roll Call Number

Agenda Item Number

20-1618

55

Date October 5, 2020

Moved by Gatto to adopt.

APPROVED AS TO FORM:

/s/ Lisa A. Wieland

Lisa A. Wieland, Assistant City Attorney

PCW

COUNCIL ACTION	YEAS	NAYS	PASS	ABSENT
COWNIE	✓			
BOESEN	✓			
GATTO	✓			
GRAY	✓			
MANDELBAUM	✓			
VOSS	✓			
WESTERGAARD	✓			
TOTAL	7			

MOTION CARRIED 7 APPROVED

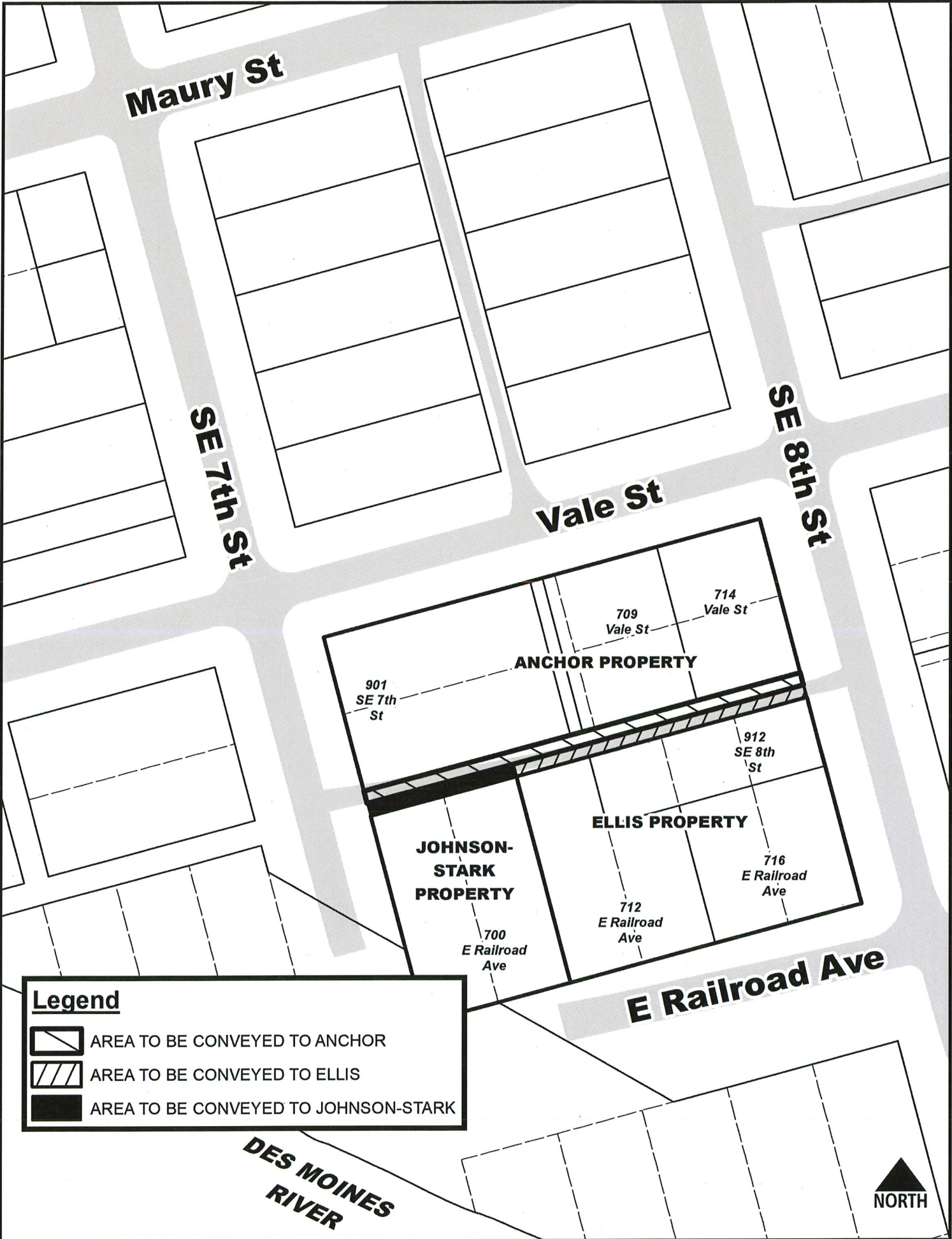
J. M. Frankin Cownie
Mayor

CERTIFICATE

I, P. Kay Cmelik, City Clerk of said City hereby certify that at a meeting of the City Council of said City of Des Moines, held on the above date, among other proceedings the above was adopted.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal the day and year first above written.

P. Kay Cmelik City Clerk



Maury St

SE 7th St

Vale St

SE 8th St

ANCHOR PROPERTY

JOHNSON-STARK PROPERTY




ELLIS PROPERTY

E Railroad Ave

DES MOINES RIVER



Legend

-  AREA TO BE CONVEYED TO ANCHOR
-  AREA TO BE CONVEYED TO ELLIS
-  AREA TO BE CONVEYED TO JOHNSON-STARK

901 SE 7th St

709 Vale St

714 Vale St

912 SE 8th St

700 E Railroad Ave

712 E Railroad Ave

716 E Railroad Ave



DES MOINES, CITY OF
400 ROBERT D RAY DR

of Affidavits 1

DES MOINES IA 503091813

This is not an invoice

AFFIDAVIT OF PUBLICATION

State of Wisconsin

County of Brown, ss.:

The undersigned, being first duly sworn on oath, states that The Des Moines Register and Tribune Company, a corporation duly organized and existing under the laws of the State of Iowa, with its principal place of business in Des Moines, Iowa, the publisher of

THE DES MOINES REGISTER

newspaper of general circulation printed and published in the City of Des Moines, Polk County, Iowa, and that an advertisement, a printed copy of which is attached as Exhibit "A" and made part of this affidavit, was printed and published in The Des Moines Register on the following dates:

Ad No.	Start Date:	Run Dates:	Cost:
0004375884	9/23/20	09/23/2020	\$93.38

Copy of Advertisement
Exhibit "A"

Staff member, Register Media

Subscribed and sworn to before me by said affiant this

23 day of September, 2020

Notary Public

5.15.23

Commission expires

<p>NANCY HEYRMAN Notary Public State of Wisconsin</p>

PO11281; \$93.38

NOTICE OF PROPOSAL TO

VACATE AND CONVEY

CITY-OWNED PROPERTY

NOTICE IS HEREBY GIVEN that

the City Council of Des Moines, Iowa, has adopted an ordinance

relating to vacating the

east-west alley right-of-way

between Vale Street and

Southwest 7th Street from

Southwest 7th Street to Southwest

8th Street, legally described as

follows, subject to the reservation

of all easements for all existing

utilities and for all other

uses that they are abandoned or

repealed:

ALL OF THE EASTWEST

ALLEY RIGHT-OF-WAY

LOCATED BETWEEN VALE STREET AND

SOUTHWEST 8TH STREET, LEGALLY

DESCRIBED IN AND FORMING A

PART OF THE CITY OF DES

MOINES, POLK COUNTY, IOWA,

APPROXIMATELY 0.13

ACRES (5,724 SQUARE FEET).

NOTICE IS FURTHER GIVEN,

that the City Council of the City of

Des Moines, having had a meeting

relating to a proposal that if the

City Council first decides to vacate

the above-described right-of-way,

propose to convey such vacated

right-of-way as legally described

and to the grantees and for the

consideration identified below:

Grantee: LLC Investor

Consideration: \$175.00

Legal Description: ALL OF THE

NORTH HALF OF THE VACATED

EASTWEST ALLEY RIGHT-OF-WAY

LOCATED BETWEEN VALE STREET AND

SOUTHWEST 8TH STREET, LEGALLY

DESCRIBED IN AND FORMING A

PART OF THE CITY OF DES

MOINES, POLK COUNTY, IOWA,

APPROXIMATELY 0.07 ACRES

(2,862 SQUARE FEET).

NOTICE IS FURTHER GIVEN,

that the City Council of the City of

Des Moines, having had a meeting

relating to a proposal that if the

City Council first decides to vacate

the above-described right-of-way,

propose to convey such vacated

right-of-way as legally described

and to the grantees and for the

consideration identified below:

Grantee: Victor Slack

Consideration: \$75.00

Legal Description: THE SOUTH

HALF (S 1/2) OF THE VACATED

EASTWEST ALLEY RIGHT-OF-WAY

LOCATED BETWEEN VALE STREET AND

SOUTHWEST 8TH STREET, LEGALLY

DESCRIBED IN AND FORMING A

PART OF THE CITY OF DES

MOINES, POLK COUNTY, IOWA,

APPROXIMATELY 0.07 ACRES

(2,862 SQUARE FEET).

NOTICE IS FURTHER GIVEN,

that the City Council will consider

the adoption of the proposed

vacation ordinance and approved

the proposed conveyance of the

public property to the grantee of

the property, on June 25, 2020.

Richard A. Clark, Municipal

Service Center, 1531 E. Maple

Avenue, Iowa City, Iowa, will

be available to answer questions

concerning the proposed ordinance

and the proposed conveyance of

the property on June 25, 2020.

Proclamation, as amended

prohibiting indoor gatherings of

more than 10 people, effective

June 25, 2020, is hereby

proclaimed.

Given Under My Hand and the Seal

of the City of Des Moines, Iowa,

this 25th day of June, 2020.

Richard A. Clark, Municipal

Service Center, 1531 E. Maple

Avenue, Iowa City, Iowa.

express their views at that
meeting. In addition, the City
views, comments, objections or
requests from any resident or
taxpayer of the City that are
received by the City Clerk prior to
5:00 p.m. on the day before the
City Clerk's Office (Des Moines City
Hall, 400 Robert D. Roy Drive, 1st
Floor, Des Moines, IA 50399;
Email: cityclerk@dmsova.org).

to participate in the electronic
meeting. The resolution to
the Internet or telephonically
(details below):
Join from a PC, Mac, iPad,
Phone or Android device: to join
the meeting, click on the link
https://dmgov-org.zoom/join/
844333new=L04YVWVWML1NXX05X
KdJLWR4hJr1IGU109
Passcode: 642623
Dial in by phone
Dial in by phone
number based on your current
location): 319 424 6292 or +1 720 920
9335 +1 319 424 6292 or +1 720 920
8333 548 9276 (Toll Free) or
Webinar ID: 979 5198 8585
International numbers available:
https://dmgov-org.zoom.us/Join
Phone numbers interested in the proposal

PO11281, 493.38

Prepared by: David DeForest Colvig, Real Estate Coordinator, City of Des Moines, 400 Robert D. Ray Drive, Des Moines, IA 50309-1891 (515) 283-4984

Return to: Real Estate Division, City of Des Moines, 400 Robert D. Ray Drive, Des Moines, IA 50309-1891

Project Name: Dispositions-Non-Project Related

Parcel No: 615

Activity ID: 341111000

OFFER TO PURCHASE REAL ESTATE FROM THE CITY OF DES MOINES AND ACCEPTANCE

TO: The City of Des Moines, Iowa ("City")

REAL ESTATE DESCRIPTION. Anchor Investment Group, LLC, an Iowa limited liability company, ("Buyer") offers to the City to purchase the vacated east-west alley right-of-way located south of and adjoining 901 Southeast 7th Street and 709 and 714 Vale Street, and the intervening vacated alley, Des Moines, Iowa ("Property") legally described as follows and further depicted on Exhibit A, attached hereto:

ALL OF THE NORTH HALF (N 1/2) OF THE VACATED EAST/WEST ALLEY RIGHT OF WAY IN BLOCK 70, TOWN OF DE MOINE, AN OFFICIAL PLAT, ALL NOW INCLUDED IN AND FORMING A PART OF THE CITY OF DES MOINES, POLK COUNTY, IOWA, AND CONTAINING APPROXIMATELY 0.07 ACRES (2,862 SQUARE FEET).;

subject to any and all easements, restrictions and covenants of record.

Subject to the reservation of an easement upon the Property for the continued use and maintenance of any utilities now in place, including utilities for the benefit and use of the City of Des Moines, with the right of entry for servicing same.

- 1. INTENDED USE.** Buyer intends and agrees to use the Property for the following purpose(s): assemblage with adjoining residential property.
- 2. CONSIDERATION.** The Purchase Price shall be \$175.00, which is due prior to the date of hearing. Buyer will be notified of said date of hearing.
- 3. INITIAL PAYMENT.** Buyer shall pay City an Initial Payment of \$113.00 to cover the estimated costs of publishing the notice of the vacation and sale of the right-of-way, and the cost of recording the conveyance documents (including the publication, deed and roll call approving the sale). The Initial Payment is due with Buyer's delivery of this Offer and is non-refundable.
- 4. CLOSING.** Closing shall occur within sixty (60) days after acceptance of this Offer by City, unless a different time is set by mutual written agreement of the parties or additional time is reasonably needed by Buyer to exercise the rights given to Buyer by paragraphs 7, 10 and 14 of this Offer.
- 5. POSSESSION.** Possession shall occur at the time of closing. City agrees to permit Buyer to inspect the Property within 48 hours prior to closing to assure that the premises are in the condition

required by this Offer.

6. **DEED AND RECORDING.** Subsequent to payment of the Purchase Price and all other costs due the City associated with the sale of the Property, the City shall execute a quit claim deed conveying the Property to Buyer. The City shall then proceed to record the quit claim deed and a certified copy of the City Council conveyance proceedings, all at Buyer's expense.
7. **ABSTRACT.** If Buyer requests an abstract, they may have an abstract of title created or updated at Buyer's expense. Buyer shall have ten (10) days from receipt of such updated or created abstract to deliver a copy of an attorney's title opinion to City stating any objections to title. If City is unable to convey merchantable title to the Property, it may cancel this Offer by refunding to Buyer the Purchase Price, and this Offer will thereafter be null and void.
8. **TAXES.** All taxes on the Property have been paid in full or cancelled. Buyer shall be responsible for payment of taxes on the Property that become due and payable for the fiscal year the Property is conveyed to Buyer and all subsequent years.
9. **SPECIAL ASSESSMENTS.** All certified special assessments have been paid in full or cancelled. Buyer shall be responsible for payment of all future special assessments that become due on the Property following conveyance to the Buyer.
10. **SURVEY.** If Buyer elects, Buyer may have the Property surveyed at Buyer's sole expense. If the survey shows an encroachment on the Property or if any improvement located on the Property encroaches on lands of others, the encroachment shall be treated as a title defect as provided in Paragraph 7.
11. **RISK OF LOSS.** City shall bear risk of loss prior to Closing.
12. **TERMINATION AND REMEDIES OF THE PARTIES.** Effective upon written notice as set forth in paragraph 13, either party may terminate this Offer to Purchase in the event the other party fails to perform under the terms of this Offer to Purchase. In addition to all remedies available under law, if City fails to fulfill this Offer, it shall refund Buyer's Initial Payment and Purchase Price. If Buyer fails to perform under the terms of this Offer, City may retain the Initial Payment and Earnest Money, if any, and will be entitled to retain or collect 10% of the Purchase Price as liquidated damages and refund to Buyer 90% of the Purchase Price, if paid.
13. **NOTICE.** Notices to City will be deemed sufficient if delivered in person or sent by overnight mail to:

Real Estate Division
City of Des Moines
400 Robert D. Ray Drive
Des Moines, Iowa 50309-1891

Notices to Buyer will be deemed sufficient if delivered in person or sent by overnight mail to:

Anchor Investment Group, LLC
Attn: Allie Knapp
2800 University Ave Suite 134
West Des Moines, Iowa 50266

14. **ENVIRONMENTAL/INSPECTION/WARRANTY.** Buyer is purchasing the Property "as is." However, Buyer may obtain City's permission to access the Property to conduct such inspection of the Property as Buyer deems appropriate at Buyer's expense. If any environmental contamination that requires remedial action is found on the Property prior to closing, Buyer may elect to cancel this Offer and City shall promptly refund to Buyer Purchase Price and this Offer will be null and void.
15. **NO WARRANTY OF FITNESS.** City makes no warranties of any kind regarding the Property including its fitness for any particular use. Buyer agrees to comply with any and all applicable laws, rules and regulations in its use of the Property.
16. **BINDING EFFECT.** This Offer shall be binding upon and inure to the benefit of the parties, their successors and assigns.
17. **ENTIRE AGREEMENT.** This Offer constitutes the entire agreement of the parties hereto and may be modified only in writing signed by the parties. The laws of the State of Iowa govern this Offer.
18. **TIME.** Time is of the essence in the performance of this Offer.
19. **COUNCIL APPROVAL.** This Offer is subject to the approval of the Des Moines City Council and neither the City nor its representatives in this matter shall be bound by the contract until said approval is given and is public record.
20. **SPECIAL PROVISIONS.** Buyer and City acknowledge and agree as follows:
 - (A) **RESERVATION OF EASEMENTS.** The conveyance of this Property is subject to any and all easements, restrictions, and covenants of record on the Property. Further, this sale is subject to the reservation of an easement upon the Property which will be included in the Quit Claim Deed from City to Buyer for the continued use and maintenance of any and all utilities now in place, including but not limited to utilities for the benefit and use of the City of Des Moines, Iowa, with the right of entry for servicing same, until such time as said utilities are abandoned or relocated at Buyer's sole expense following written approval of the City or applicable utility.

(B) COMBINATION OF TAX PARCELS. This conveyance of this Property is further subject to the Buyer combining the Property with the adjoining property to create a single parcel for tax purposes. This can be done by calling the Polk County Auditor's office at 515-286-3080.

This Offer to Purchase Real Estate and Acceptance is made by Buyer on this 3rd day of September 2020

Anchor Investment Group, LLC



Michael Donlin, Member

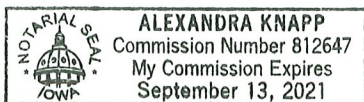
Acknowledgement

STATE OF Iowa)
) ss:
COUNTY OF Polk)

On this 3 day of Sept., 2020, before me, the undersigned, a Notary Public in the State of Iowa, personally appeared Michael Donlin, who, being by me duly sworn did state that he is a Member of Anchor Investment Group, LLC, a member-managed Iowa limited liability company; that the foregoing instrument was signed on behalf of the company; and that he, as a member, acknowledged the execution of the instrument to be the voluntary act and deed of the company.



Notary Public in the State of Iowa



This Offer to Purchase Real Estate and Acceptance is accepted by the City of Des Moines, Iowa, on the 5th day of October, 20 20.

CITY OF DES MOINES

BY: T. M. Franklin Cownie
T. M. Franklin Cownie, Mayor

Attest: P. Kay Cmelik
P. Kay Cmelik, City Clerk

APPROVED AS TO FORM:

BY: Lisa A. Wieland
Lisa A. Wieland, Assistant City Attorney

STATE OF IOWA)
) ss.
COUNTY OF POLK)

On this 5th day of October, 20 2020, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared T. M. Franklin Cownie, and P. Kay Cmelik, to me personally known, who, being by me duly sworn, did say that they are the Mayor and City Clerk, respectively, of the City of Des Moines, Iowa; that the instrument was signed on behalf of the corporation, by authority of its City Council, as contained in Roll Call No. 20-1618 passed and approved by the City Council on October 5, 2020, and that T. M. Franklin Cownie and P. Kay Cmelik acknowledged the execution of the instrument to be the voluntary act and deed of said City by it and by them voluntarily executed.

Sandi L. Deery
Notary Public in and for the State of Iowa



EXHIBIT A

Vale St

SE 8th St

BLOCK 70
TOWN OF DES MOINES

NORTH LINE OF
VAC E/W ALLEY

WEST LINE
OF BLOCK 70

EAST LINE
OF BLOCK 70

N 1/2 Vac Alley

S 1/2 Vac Alley

CENTERLINE
OF VAC ALLEY

SOUTH LINE OF
VAC E/W ALLEY

SE 7th St

LOT 3

LOT 4

LOT 5

LOT 6

LOT 7

LOT 8

E Railroad Ave

Legend



AREA TO BE CONVEYED



ALLEY



NORTH

Prepared by: David DeForest Colvig, Real Estate Coordinator, City of Des Moines, 400 Robert D. Ray Drive, Des Moines, IA 50309-1891 (515) 283-4984

Return to: Real Estate Division, City of Des Moines, 400 Robert D. Ray Drive, Des Moines, IA 50309-1891

Project Name: Dispositions-Non-Project Related

Parcel No: 617

Activity ID: 341111000

**OFFER TO PURCHASE REAL ESTATE FROM THE
CITY OF DES MOINES AND ACCEPTANCE**

TO: The City of Des Moines, Iowa ("City")

REAL ESTATE DESCRIPTION. David E. Johnson and Vicki Stark, a married couple, ("Buyer") offers to the City to purchase the vacated east-west alley right-of-way located north of and adjoining 700 East Railroad Avenue, Des Moines, Iowa ("Property") legally described as follows and further depicted on Exhibit A, attached hereto:

THE SOUTH HALF (S 1/2) OF THE VACATED EAST/WEST ALLEY RIGHT OF WAY LYING NORTH OF AND ADJOINING LOTS 3 AND 4 IN BLOCK 70, TOWN OF DE MOINE, AN OFFICIAL PLAT, ALL NOW INCLUDED IN AND FORMING A PART OF THE CITY OF DES MOINES, POLK COUNTY, IOWA, AND CONTAINING APPROXIMATELY 0.02 ACRES (954 SQUARE FEET);

subject to any and all easements, restrictions and covenants of record.

Subject to the reservation of an easement upon the Property for the continued use and maintenance of any utilities now in place, including utilities for the benefit and use of the City of Des Moines, with the right of entry for servicing same.

- 1. INTENDED USE.** Buyer intends and agrees to use the Property for the following purpose(s): assemblage with adjoining residential property.
- 2. CONSIDERATION.** The Purchase Price shall be \$75.00, which is due prior to the date of hearing. Buyer will be notified of said date of hearing.
- 3. INITIAL PAYMENT.** Buyer shall pay City an Initial Payment of \$113.00 to cover the estimated costs of publishing the notice of the vacation and sale of the right-of-way, and the cost of recording the conveyance documents (including the publication, deed and roll call approving the sale). The Initial Payment is due with Buyer's delivery of this Offer and is non-refundable.
- 4. CLOSING.** Closing shall occur within sixty (60) days after acceptance of this Offer by City, unless a different time is set by mutual written agreement of the parties or additional time is reasonably needed by Buyer to exercise the rights given to Buyer by paragraphs 7, 10 and 14 of this Offer.
- 5. POSSESSION.** Possession shall occur at the time of closing. City agrees to permit Buyer to inspect the Property within 48 hours prior to closing to assure that the premises are in the condition required by this Offer.
- 6. DEED AND RECORDING.** Subsequent to payment of the Purchase Price and all other costs due the City associated with the sale of the Property, the City shall execute a quit claim deed conveying

the Property to Buyer. The City shall then proceed to record the quit claim deed and a certified copy of the City Council conveyance proceedings, all at Buyer's expense.

7. **ABSTRACT.** If Buyer requests an abstract, they may have an abstract of title created or updated at Buyer's expense. Buyer shall have ten (10) days from receipt of such updated or created abstract to deliver a copy of an attorney's title opinion to City stating any objections to title. If City is unable to convey merchantable title to the Property, it may cancel this Offer by refunding to Buyer the Purchase Price, and this Offer will thereafter be null and void.
8. **TAXES.** All taxes on the Property have been paid in full or cancelled. Buyer shall be responsible for payment of taxes on the Property that become due and payable for the fiscal year the Property is conveyed to Buyer and all subsequent years.
9. **SPECIAL ASSESSMENTS.** All certified special assessments have been paid in full or cancelled. Buyer shall be responsible for payment of all future special assessments that become due on the Property following conveyance to the Buyer.
10. **SURVEY.** If Buyer elects, Buyer may have the Property surveyed at Buyer's sole expense. If the survey shows an encroachment on the Property or if any improvement located on the Property encroaches on lands of others, the encroachment shall be treated as a title defect as provided in Paragraph 7.
11. **RISK OF LOSS.** City shall bear risk of loss prior to Closing.
12. **TERMINATION AND REMEDIES OF THE PARTIES.** Effective upon written notice as set forth in paragraph 13, either party may terminate this Offer to Purchase in the event the other party fails to perform under the terms of this Offer to Purchase. In addition to all remedies available under law, if City fails to fulfill this Offer, it shall refund Buyer's Initial Payment and Purchase Price. If Buyer fails to perform under the terms of this Offer, City may retain the Initial Payment and will be entitled to retain or collect 10% of the Purchase Price as liquidated damages and refund to Buyer 90% of the Purchase Price, if paid.
13. **NOTICE.** Notices to City will be deemed sufficient if delivered in person or sent by overnight mail to:

Real Estate Division
City of Des Moines
400 Robert D. Ray Drive
Des Moines, Iowa 50309-1891

Notices to Buyer will be deemed sufficient if delivered in person or sent by overnight mail to:

David E. Johnson and Vicki Stark
700 East Railroad Avenue
Des Moines, IA 50309

- 14. ENVIRONMENTAL/INSPECTION/WARRANTY.** Buyer is purchasing the Property "as is." However, Buyer may obtain City's permission to access the Property to conduct such inspection of the Property as Buyer deems appropriate at Buyer's expense. If any environmental contamination that requires remedial action is found on the Property prior to closing, Buyer may elect to cancel this Offer and City shall promptly refund to Buyer the Purchase Price and this Offer will be null and void.
- 15. NO WARRANTY OF FITNESS.** City makes no warranties of any kind regarding the Property including its fitness for any particular use. Buyer agrees to comply with any and all applicable laws, rules and regulations in its use of the Property.
- 16. BINDING EFFECT.** This Offer shall be binding upon and inure to the benefit of the parties, their successors and assigns.
- 17. ENTIRE AGREEMENT.** This Offer constitutes the entire agreement of the parties hereto and may be modified only in writing signed by the parties. The laws of the State of Iowa govern this Offer.
- 18. TIME.** Time is of the essence in the performance of this Offer.
- 19. COUNCIL APPROVAL.** This Offer is subject to the approval of the Des Moines City Council and neither the City nor its representatives in this matter shall be bound by the contract until said approval is given and is public record.
- 20. SPECIAL PROVISIONS.** Buyer and City acknowledge and agree as follows:
- (A) **RESERVATION OF EASEMENTS.** The conveyance of this Property is subject to any and all easements, restrictions, and covenants of record on the Property. Further, this sale is subject to the reservation of an easement upon the Property which will be included in the Quit Claim Deed from City to Buyer for the continued use and maintenance of any and all utilities now in place, including but not limited to utilities for the benefit and use of the City of Des Moines, Iowa, with the right of entry for servicing same, until such time as said utilities are abandoned or relocated at Buyer's sole expense following written approval of the City or applicable utility.
 - (B) **COMBINATION OF TAX PARCELS.** This conveyance of this Property is further subject to the Buyer combining the Property with the adjoining property to create a single parcel for tax purposes. This can be done by calling the Polk County Auditor's office at 515-286-3080.

This Offer to Purchase Real Estate and Acceptance is made by Buyer on this 13th day of August 2020

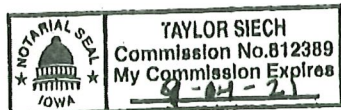
David E. Johnson
David E. Johnson

Vicki Stark
Vicki Stark

STATE OF IOWA)
COUNTY OF POIK) ss.

This instrument was acknowledged before me on August 1st ³, 2020, by David E. Johnson and Vicki Stark

Taylor Siech
Notary Public in and for the State of IOWA



This Offer to Purchase Real Estate and Acceptance is accepted by the City of Des Moines, Iowa, on the 5th day of October, 2020.

CITY OF DES MOINES

BY: T. M. Franklin Cownie
T. M. Franklin Cownie, Mayor

Attest: P. Kay Cmelik
P. Kay Cmelik, City Clerk

APPROVED AS TO FORM:

BY: Lisa A. Wieland
494003B80C4C469...
Lisa A. Wieland, Assistant City Attorney

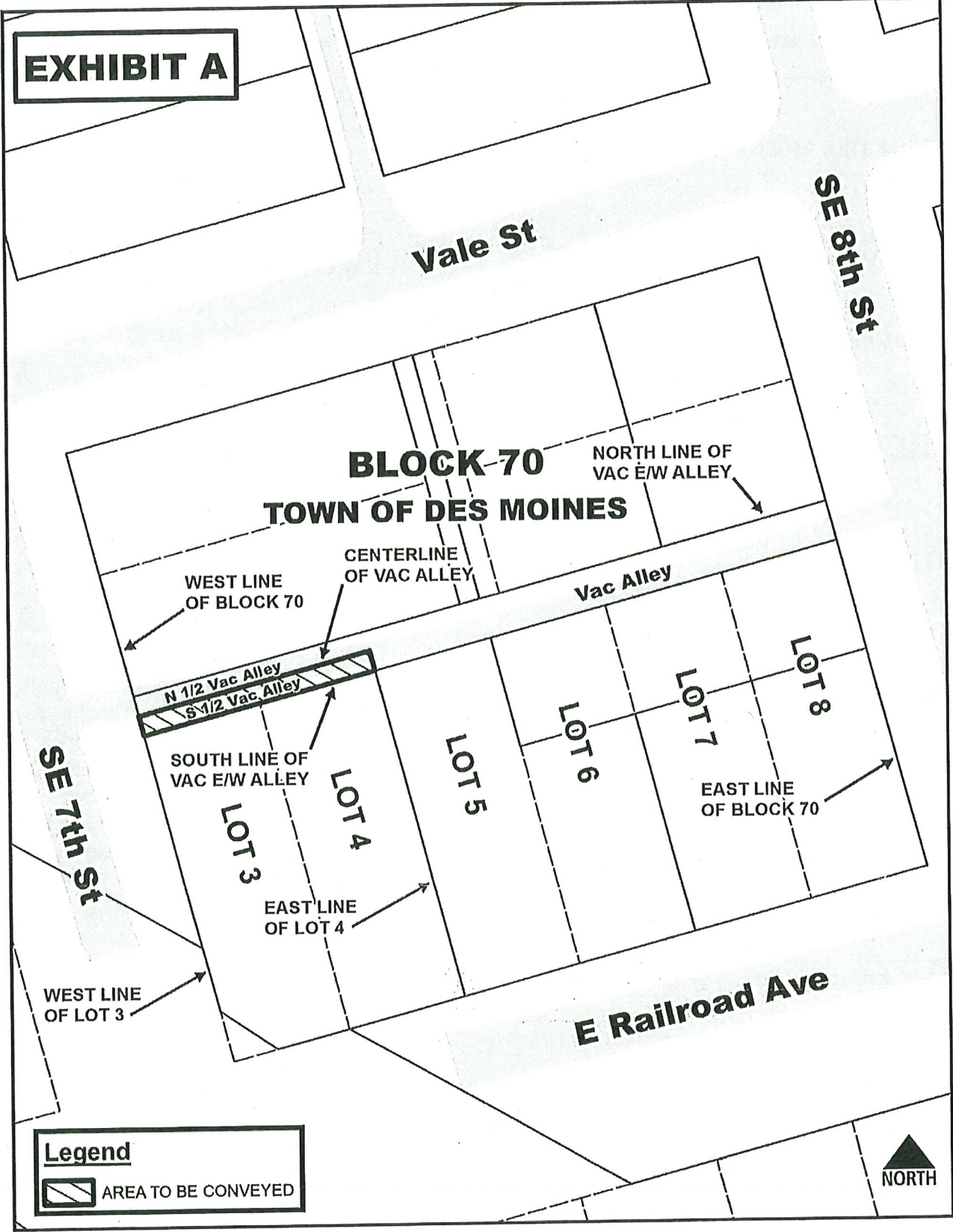
STATE OF IOWA)
) ss.
COUNTY OF POLK)

On this 5 day of October, 2020, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared T. M. Franklin Cownie, and P. Kay Cmelik, to me personally known, who, being by me duly sworn, did say that they are the Mayor and City Clerk, respectively, of the City of Des Moines, Iowa; that the instrument was signed on behalf of the corporation, by authority of its City Council, as contained in Roll Call No. 20-1618 passed and approved by the City Council on October 5, 2020, and that T. M. Franklin Cownie and P. Kay Cmelik acknowledged the execution of the instrument to be the voluntary act and deed of said City by it and by them voluntarily executed.

Linda S. Main
Notary Public in and for the State of Iowa



EXHIBIT A



Prepared by: David DeForest Colvig, Real Estate Coordinator, City of Des Moines, 400 Robert D. Ray Drive, Des Moines, IA 50309-1891 (515) 283-4984

Return to: Real Estate Division, City of Des Moines, 400 Robert D. Ray Drive, Des Moines, IA 50309-1891

Project Name: Dispositions-Non-Project Related

Parcel No: 617

Activity ID: 341111000

OFFER TO PURCHASE REAL ESTATE FROM THE CITY OF DES MOINES AND ACCEPTANCE

TO: The City of Des Moines, Iowa ("City")

REAL ESTATE DESCRIPTION. Thomas V. Ellis, Jr., a single person, ("Buyer") offers to the City to purchase the vacated east-west alley right-of-way located north of and adjoining 912 Southeast 8th Street and 712 East Railroad Avenue, Des Moines, Iowa ("Property") legally described as follows and further depicted on Exhibit A, attached hereto:

THE SOUTH HALF (S 1/2) OF THE VACATED EAST/WEST ALLEY RIGHT OF WAY LYING NORTH OF AND ADJOINING LOTS 5 THROUGH 8 IN BLOCK 70, TOWN OF DE MOINE, AN OFFICIAL PLAT, ALL NOW INCLUDED IN AND FORMING A PART OF THE CITY OF DES MOINES, POLK COUNTY, IOWA, AND CONTAINING APPROXIMATELY 0.04 ACRE (1,908 SQUARE FEET);

subject to any and all easements, restrictions and covenants of record.

Subject to the reservation of an easement upon the Property for the continued use and maintenance of any utilities now in place, including utilities for the benefit and use of the City of Des Moines, with the right of entry for servicing same.

1. **INTENDED USE.** Buyer intends and agrees to use the Property for the following purpose(s): assemblage with adjoining residential property.
2. **CONSIDERATION.** The Purchase Price shall be \$125.00, which is due prior to the date of hearing. Buyer will be notified of said date of hearing.
3. **INITIAL PAYMENT.** Buyer shall pay City an Initial Payment of \$113.00 to cover the estimated costs of publishing the notice of the vacation and sale of the right-of-way, and the cost of recording the conveyance documents (including the publication, deed and roll call approving the sale). The Initial Payment is due with Buyer's delivery of this Offer and is non-refundable.
4. **CLOSING.** Closing shall occur within sixty (60) days after acceptance of this Offer by City, unless a different time is set by mutual written agreement of the parties or additional time is reasonably needed by Buyer to exercise the rights given to Buyer by paragraphs 7, 10 and 14 of this Offer.
5. **POSSESSION.** Possession shall occur at the time of closing. City agrees to permit Buyer to inspect the Property within 48 hours prior to closing to assure that the premises are in the condition required by this Offer.
6. **DEED AND RECORDING.** Subsequent to payment of the Purchase Price and all other costs due the City associated with the sale of the Property, the City shall execute a quit claim deed conveying

the Property to Buyer. The City shall then proceed to record the quit claim deed and a certified copy of the City Council conveyance proceedings, all at Buyer's expense.

7. **ABSTRACT.** If Buyer requests an abstract, they may have an abstract of title created or updated at Buyer's expense. Buyer shall have ten (10) days from receipt of such updated or created abstract to deliver a copy of an attorney's title opinion to City stating any objections to title. If City is unable to convey merchantable title to the Property, it may cancel this Offer by refunding to Buyer the Purchase Price, and this Offer will thereafter be null and void.
8. **TAXES.** All taxes on the Property have been paid in full or cancelled. Buyer shall be responsible for payment of taxes on the Property that become due and payable for the fiscal year the Property is conveyed to Buyer and all subsequent years.
9. **SPECIAL ASSESSMENTS.** All certified special assessments have been paid in full or cancelled. Buyer shall be responsible for payment of all future special assessments that become due on the Property following conveyance to the Buyer.
10. **SURVEY.** If Buyer elects, Buyer may have the Property surveyed at Buyer's sole expense. If the survey shows an encroachment on the Property or if any improvement located on the Property encroaches on lands of others, the encroachment shall be treated as a title defect as provided in Paragraph 7.
11. **RISK OF LOSS.** City shall bear risk of loss prior to Closing.
12. **TERMINATION AND REMEDIES OF THE PARTIES.** Effective upon written notice as set forth in paragraph 13, either party may terminate this Offer to Purchase in the event the other party fails to perform under the terms of this Offer to Purchase. In addition to all remedies available under law, if City fails to fulfill this Offer, it shall refund Buyer's Initial Payment and Purchase Price. If Buyer fails to perform under the terms of this Offer, City may retain the Initial Payment and will be entitled to retain or collect 10% of the Purchase Price as liquidated damages and refund to Buyer 90% of the Purchase Price, if paid.
13. **NOTICE.** Notices to City will be deemed sufficient if delivered in person or sent by overnight mail to:

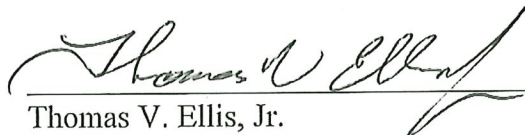
Real Estate Division
City of Des Moines
400 Robert D. Ray Drive
Des Moines, Iowa 50309-1891

Notices to Buyer will be deemed sufficient if delivered in person or sent by overnight mail to:

Thomas V. Ellis, Jr.
712 East Railroad Avenue
Des Moines, IA 50309

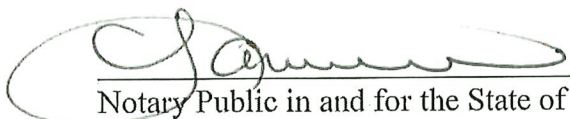
- 14. ENVIRONMENTAL/INSPECTION/WARRANTY.** Buyer is purchasing the Property “as is.” However, Buyer may obtain City’s permission to access the Property to conduct such inspection of the Property as Buyer deems appropriate at Buyer’s expense. If any environmental contamination that requires remedial action is found on the Property prior to closing Money and Purchase Price and this Offer will be null and void.
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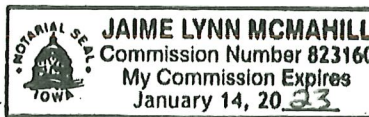
This Offer to Purchase Real Estate and Acceptance is made by Buyer on this 25 day of AUGUST 2020.


Thomas V. Ellis, Jr.

STATE OF Iowa)
) ss.
COUNTY OF Folk)

This instrument was acknowledged before me on August 25th, 2020, by Thomas V. Ellis, Jr.


Notary Public in and for the State of Iowa



This Offer to Purchase Real Estate and Acceptance is accepted by the City of Des Moines, Iowa, on the 5th day of October, 2020.

CITY OF DES MOINES

BY: T.M. Franklin Cownie
T. M. Franklin Cownie, Mayor

Attest: P. Kay Cmelik
P. Kay Cmelik, City Clerk

APPROVED AS TO FORM:

DocuSigned by:
BY: Lisa A. Wieland
494603B80CAC469...
Lisa A. Wieland, Assistant City Attorney

STATE OF IOWA)
) ss.
COUNTY OF POLK)

On this 5 day of October, 2020, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared T. M. Franklin Cownie, and P. Kay Cmelik, to me personally known, who, being by me duly sworn, did say that they are the Mayor and City Clerk, respectively, of the City of Des Moines, Iowa; that the instrument was signed on behalf of the corporation, by authority of its City Council, as contained in Roll Call No. 20-1618 passed and approved by the City Council on October 5, 2020, and that T. M. Franklin Cownie and P. Kay Cmelik acknowledged the execution of the instrument to be the voluntary act and deed of said City by it and by them voluntarily executed.

Linda S. Main
Notary Public in and for the State of Iowa



EXHIBIT A

