

## OFFER TO BUY REAL ESTATE AND ACCEPTANCE

TO: Dubuque Community School District, Seller:

**SECTION 1. REAL ESTATE DESCRIPTION.** The City of Dubuque, Iowa (Buyer) offers to buy all of Seller's right, title and interest in and to real estate in Dubuque County, Iowa, described as follows:

Comprised of Lot 2 of Bee Branch Subdivision No. 12 (Exhibit A/Preliminary Plat No. 4-IA-15). Located in the City of Dubuque, Iowa (the Real Estate).

Buyer will pay all costs of survey and platting and abstracting the Real Estate following the closing and Seller legal fees. Seller shall cooperate fully in all surveying and platting.

**SECTION 2. PURCHASE PRICE.** The purchase price shall be payable to Seller in cash at closing as follows: \$13,314.47 subject to all of the terms and conditions herein.

**SECTION 3. REAL ESTATE TAXES.** Seller shall pay all unpaid real estate taxes payable for fiscal year 2014-2015 and prior years. Seller shall also pay real estate taxes for fiscal year 2015-2016 prorated to the date of closing. Buyer shall pay all subsequent real estate taxes. Any proration of real estate taxes on the Real Estate shall be based upon such taxes for the year currently payable unless the parties state otherwise.

**SECTION 4. SPECIAL ASSESSMENTS.** Seller shall pay all special assessments, if any, which are a lien as of the date of closing.

**SECTION 5. POSSESSION.** Subject to the conditions in Section 14, possession of the Real Estate shall be delivered to Buyer on or before June 1, 2015, or such other date as the parties may agree in writing.

**SECTION 6. USE OF PURCHASE PRICE.** At time of settlement, funds of the purchase price may be used to pay taxes and other liens and to acquire outstanding interests, if any, of others.

**SECTION 7. ABSTRACT AND TITLE.** Seller, at Buyer's expense, shall promptly obtain an abstract of title to the Real Estate continued through the date of acceptance of this offer, and deliver it to Buyer for examination. It shall show merchantable title in Seller in conformity with this agreement, Iowa law and Title Standards of the Iowa State Bar Association. The abstract shall become the property of the Buyer when the purchase price is paid in full. Seller shall pay the costs of any additional abstracting and title work due to any act or omission of Seller, including transfers by or the death of Seller or its assignees.

**SECTION 8. DEED.** Upon payment of the purchase price, Seller shall convey the Real Estate to Buyer, by Warranty Deed prepared by Buyer, free and clear of all liens,

restrictions, and encumbrances. Any general warranties of title shall extend only to the time of acceptance of this offer, with special warranties as to acts of Seller continuing up to time of delivery of the deed.

**SECTION 9. TIME IS OF THE ESSENCE.** Time is of the essence in this contract.

**SECTION 10. REMEDIES OF THE PARTIES.**

10.1 If Buyer fails to timely perform this contract, Seller may forfeit it as provided in the Iowa Code, and all payments made shall be forfeited or, at Seller's option, upon thirty days written notice of intention to accelerate the payment of the entire balance because of such failure (during which thirty days such failure is not corrected) Seller may declare the entire balance immediately due and payable. Thereafter this contract may be foreclosed in equity and the Court may appoint a receiver.

10.2 If Seller fails to timely perform this contract, Buyer has the right to have all payments made returned to it.

10.3 Buyer and Seller also are entitled to utilize any and all other remedies or actions at law or in equity available to them and shall be entitled to obtain judgment for costs and attorney fees as permitted by law.

**SECTION 11. APPROVAL OF COURT.** If the sale of the Real Estate is subject to Court approval, the fiduciary shall promptly submit this contract for such approval. If this contract is not so approved, it shall be void.

**SECTION 12. CONTRACT BINDING ON SUCCESSORS IN INTEREST.** This contract shall apply to and bind the successors in interest of the parties.

**SECTION 13. CONSTRUCTION.** Words and phrases shall be construed as in the singular or plural number, and as masculine, feminine or neuter gender, according to the context.

**SECTION 14. TIME FOR ACCEPTANCE.** If this offer is not accepted by Seller on or before May 22, 2015, it shall become void and all payments shall be repaid to the Buyer.

**SECTION 15. OTHER PROVISIONS.**

15.1 The Offer is subject to final approval of the City Council of the City of Dubuque, Iowa in its sole discretion.

15.2 Buyer, its counsel, accountants, agents and other representatives, shall have full and continuing access to the Real Estate and all parts thereof, upon reasonable notice to Seller for the purpose of inspecting, surveying, engineering, test boring, performance of environmental tests and such other work as Buyer shall consider appropriate, provided that Buyer shall hold Seller harmless and fully indemnify Seller against any

damage, claim, liability or cause of action arising from or caused by the actions of Buyer, its agents, or representatives upon the Real Estate (except for any damage, claim, liability or cause of action arising from conditions existing prior to any such entry upon the Real Estate), and shall have the further right to make such inquiries of governmental agencies and utility companies, etc. and to make such feasibility studies and analyses as Buyer considers appropriate.

15.3 If the parties are unable to schedule a closing date prior to June 1, 2015 and if Seller has signed this purchase agreement, Seller agrees to provide Buyer and it's Contractor temporary construction access rights to the Real Estate and other access to the Audubon School Playground as shown on Exhibit B, no later than June 5, 2015.

15.4 Buyer shall restore all disturbed playground areas by providing a single graded earth slope from the paved and sand play areas, southwest to the proposed fence as shown on Exhibit B. Buyer's work shall include establishing turf in all disturbed areas per the seed mix specified by the Seller. Buyer shall endeavor to establish turf by the first day of school for the 2015-2016 school year. Seller at its sole discretion shall notify Buyer when turf is satisfactorily established to be used for playground activities. Upon notification, Buyer shall remove all temporary fencing from the playground area within 72 hours. Buyer shall replace all existing, disturbed chain link fence with new 6 foot high, black vinyl fencing. All new chain link fence installed by Buyer shall be complete and in place prior to August 28, 2015. The fence installed along the new, southwest property line shall be owned and maintained by Buyer. All other replaced fencing shall remain under the ownership of Seller. The obligations of this Section shall survive the closing.

15.5 Until thirty (30) days after Acceptance by both parties, Buyer shall have the right to terminate this agreement if environmental conditions exist on the Real Estate if Buyer determines in its sole discretion that such conditions must be remediated. Prior to terminating this Agreement pursuant to this section, Buyer shall offer Seller the opportunity to remediate the Real Estate to the satisfaction of Buyer in its sole discretion and at Seller's sole cost.

THIS OFFER IS ACCEPTED:

Dated: \_\_\_\_\_

Dated: May 11, 2015

**CITY OF DUBUQUE, IOWA,  
BUYER**

**DUBUQUE COMMUNITY SCHOOL  
DISTRICT, SELLER**

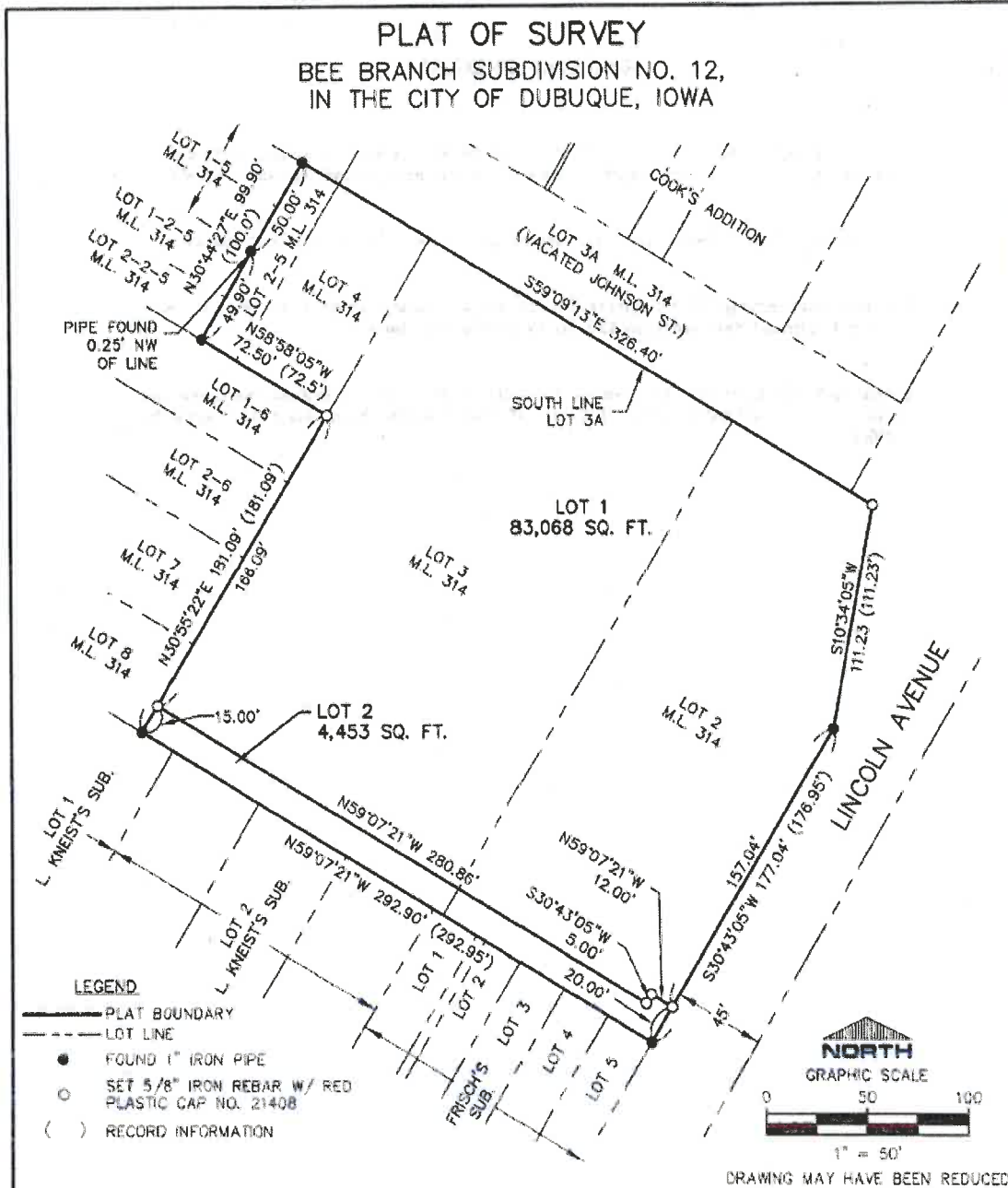
By: \_\_\_\_\_  
Michael C. Van Milligen  
City Manager

By:   
Michael J. Donohue

Its: President, Board of Education

EXHIBIT A  
PRELIMINARY PLAT

### PLAT OF SURVEY BEE BRANCH SUBDIVISION NO. 12, IN THE CITY OF DUBUQUE, IOWA



DESCRIPTION: COMPRISED OF LOT 3, LOT 4, LOT 2 OF 5, AND PART OF LOT 2, ALL OF MINERAL LOT 314, LOCATED IN THE CITY OF DUBUQUE, IOWA

PROPRIETOR: DUBUQUE COMMUNITY SCHOOL DISTRICT  
 SURVEYED FOR: CITY OF DUBUQUE  
 DATE OF SURVEY: FEBRUARY 26, 2015  
 TOTAL AREA SURVEYED: 87,520 SQ. FT.

NOTE  
 THIS SURVEY IS SUBJECT TO EASEMENTS, RESERVATIONS, RESTRICTIONS AND RIGHTS-OF-WAY OF RECORD AND NOT OF RECORD.

EXHIBIT A

<p>CRAIG L. GEISER LS 2140B</p>	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.		<p>iiw INTEGRITY EXPERTISE SOLUTIONS</p>
	FOR EN, P.C. CRAIG L. GEISER	DATE LICENSE NO. 2140B MY LICENSE RENEVAL DATE IS 12/31/2016 PAGES OR SHEETS COVERED BY THIS SEAL: SHEETS 1 & 2	

SURVEYOR'S CERTIFICATE

I, Craig L. Geiser, a Duly Licensed Land Surveyor in the State of Iowa, do hereby certify that the following real estate was surveyed and platted by me or under my direct personal supervision, To Wit:

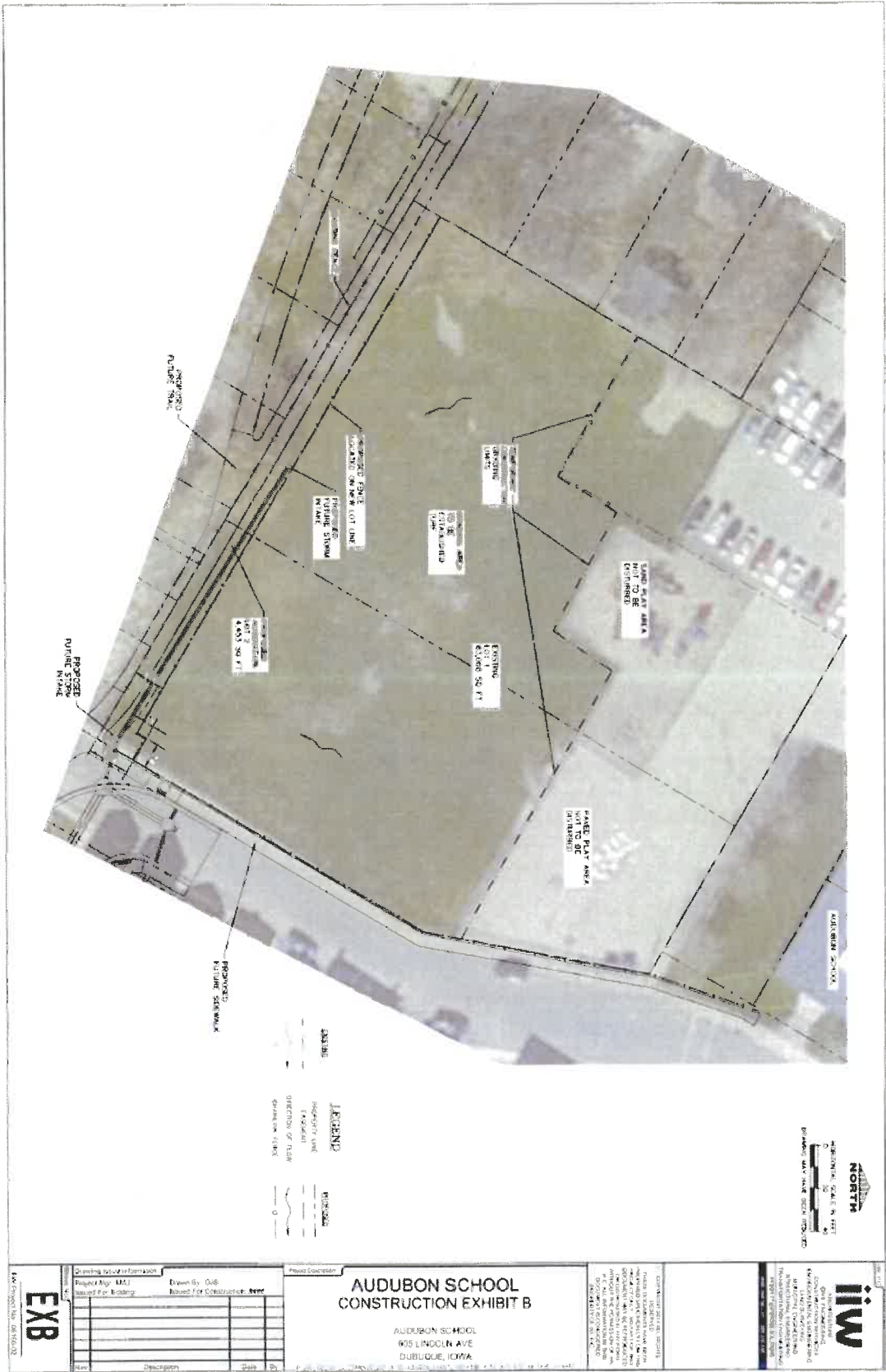
*Lot 3, Lot 4, Lot 2 of 5, and part of Lot 2, all of Mineral Lot 314, located in the City of Dubuque, Iowa.*

This survey was performed for the purpose of subdividing and platting said real estate henceforth to be known as **Bee Branch Subdivision No. 12 in the City of Dubuque, Iowa,**

Containing 87,520 square feet, more or less, and subject to easements, reservations, restrictions, and rights-of-way of record and not of record, the plat of which is attached hereto and made a part of this certificate.

**EXHIBIT B**  
**AUDUBON SCHOOL CONSTRUCTION EXHIBIT**





NORTH  
 GRAPHIC SCALE: 1" = 30'  
 DIMENSIONS: 1" = 10' (PLAN); 1" = 10' (SECTION)

**LEGEND**

EXISTING  
 PROPOSED  
 DIRECTION OF FLOW  
 GRAVEL SIDE WALK

**AUDUBON SCHOOL  
 CONSTRUCTION EXHIBIT B**

AUDUBON SCHOOL  
 605 LINCOLN AVE  
 DUBUQUE, IOWA



**iw**  
 INDEPENDENT WORKS  
 CONSULTING ENGINEERS & ARCHITECTS  
 1015 EAST MAIN STREET, SUITE 100  
 DUBUQUE, IOWA 52002  
 PH: 562-2200 FAX: 562-2201  
 WWW.IWCONSULTANTS.COM

CONTRACT NO. 19-0001  
 DRAWING NO. 19-0001-001  
 SHEET NO. 19-0001-001-001  
 DATE: 11/11/2019  
 PROJECT: AUDUBON SCHOOL CONSTRUCTION EXHIBIT B

NO.	DESCRIPTION	DATE	BY
1	DESIGNED FOR CONSTRUCTION		
2	PROJECT NO. 19-0001		
3	ISSUED FOR BIDDING		
4	ISSUED FOR CONSTRUCTION		

**EXB**  
 19-0001-001-001





**COMPENSATION ESTIMATE**

**Project Name:** Bee Branch Channel, Streets, and Utilities

**Parcel Number:** 1013486013

**Record Owner:** Dubuque Community School District

**Owner's Mailing Address:** 2300 Chaney Road, Dubuque, IA 52001

**Subject Property Address:** 605 Lincoln Ave. Dubuque, Iowa 52001

**This property is described as:** Comprised of Lot 3, Lot 4, Lot 2 of 5, and Part of Lot 2, All of Mineral Lot 314, Located in the City of Dubuque, Iowa.

**Basis for land value estimate:**

Comparable Land Sales:  
(From Appraisal Report for 2400 block of Washington St.)

3130 Burden St. \$2.79/sq. ft.

2619 Millstone Dr. \$3.02/sq. ft.

Cider Ridge Rd. \$3.05/sq. ft.

4,453 sq.ft. @ Average Price \$2.99/sq. ft. = \$13,314.47

**Total Land Value = \$13,314.47**

**Certification:**

I hereby certify that I am familiar with the property which is the subject of this estimate, that the estimate is based upon data contained in the files of the City, that I have no direct or indirect present or contemplated future personal interest in this property or in any benefit from the acquisition of this property.

**Approved by:**

**DATE:** 5/5/15

**DATE OF ESTIMATE:** April 23, 2015

**Signed**

**Estimating Agent**

