



Memorandum

To: Mayor Trousil, City Council, and Interim City Administrator Mandsager

From: Kelly Fry, City Clerk

Date: 10/15/2021

Re: First Amendment to Real Estate Purchase Agreement related to the dedication of Right-of-Way in Rorer Subdivision

Attached is the First Amendment to a Real Estate Purchase Agreement between the City of West Burlington and BK Land LLC.

In 2020, the city entered into a Real Estate Purchase Agreement with BK Land LLC. regarding the dedication of approximately 2 acres of right-of-way in the Rorer Subdivision.

The City dedicated street and alley right-of-way that was platted in the Rorer Subdivision to BK Land, LLC, to allow the area to be completely re-subdivided by BK Land, LLC. When the re-subdivision takes place, BK Land, LLC. will dedicate the same amount of right-of-way back to the city, making the transaction complete. According to the agreement, this was to be done within six months of filing the Final Plat.

Obviously, we are well past the six-month time frame specified in Section 1 of the attached agreement. You may recall, BK Land, LLC was owned by Ken Schwenker, who passed away shortly after this agreement was signed. Since then, we have been working with his daughter Kathy Schwenker to keep the project moving forward.

Due to the amount of time that has passed since the original agreement, we asked the City's attorney to draw up an amendment that would extend it for six months with the ability to extend it up to another six months if necessary and at the City's discretion.

BK Land, LLC, is now under the ownership of the following individuals:

Brenda Carson – Vice President

Kathy Schwenker- President

Recommendation:

Authorize the execution of the First Amendment to the Real Estate Purchase Agreement between the City of West Burlington and BK Land, LLC. to allow the dedication by filing a Final Plat within six months, with no more than two extensions of three months each at the City's discretion.

RESOLUTION NO. 2020-17

RESOLUTION AUTHORIZING SALE OF REAL PROPERTY

WHEREAS, the City of West Burlington Iowa, is the owner of the real property ("Property") described and delineated in the proposed Purchase Agreement, attached hereto as "Exhibit A" and incorporated herein by this reference; and

WHEREAS, the sale of the Property to BK Real Estate LLC, subject to terms, conditions, consideration, and satisfaction of contingencies set forth in the Purchase Agreement, was considered at a public hearing duly noticed as prescribed by Iowa law held on the 18th day of March, 2020, for purposes of obtaining public input.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WEST BURLINGTON IOWA, AS FOLLOWS:

SECTION 1: Authorization and Approval: The sale of the Property subject to terms, conditions, consideration, and upon the satisfaction of contingencies set forth in the Purchase Agreement is declared to be in the best interest of the public and is hereby authorized and approved.

SECTION 2: Execution: The Mayor and City Clerk are hereby authorized and directed to execute the Purchase Agreement; and to subsequently execute a Quit Claim Deed and any further documentation that be required to complete the conveyance of the Property upon the satisfaction of contingencies set forth in the Purchase Agreement, on behalf of the City of West Burlington, Iowa.

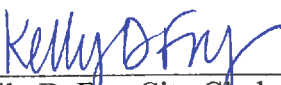
SECTION 3: When Effective. This Resolution shall be effective upon its passage and approval as provided by law.

PASSED AND APPROVED this 18th day of March, 2020.

CITY OF WEST BURLINGTON, IOWA


By: Hans K. Trousil, Mayor

ATTEST:


Kelly D. Fry, City Clerk

Instrument #: 2020-003501
07/14/2020 11:01:33 AM Total Pages: 18
AFR RESOLUTION
Recording Fee: \$92.00 Transfer Tax: \$0
Lisa L. Hazell, Recorder, Des Moines County Iowa



Return to: City of West Burlington, 122 Broadway St., West Burlington, Iowa 52655, Attn: Kelly D. Fry, City Clerk

RESOLUTION NO. 2020 - 17

RESOLUTION AUTHORIZING SALE OF REAL PROPERTY

WHEREAS, the City of West Burlington Iowa, is the owner of the real property ("Property") described and delineated in the proposed Purchase Agreement, attached hereto as "Exhibit A" and incorporated herein by this reference; and

WHEREAS, the sale of the Property to BK Real Estate LLC, subject to terms, conditions, consideration, and satisfaction of contingencies set forth in the Purchase Agreement, was considered at a public hearing duly noticed as prescribed by Iowa law held on the 18th day of March, 2020, for purposes of obtaining public input.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WEST BURLINGTON IOWA, AS FOLLOWS:

SECTION 1: *Authorization and Approval:* The sale of the Property subject to terms, conditions, consideration, and upon the satisfaction of contingencies set forth in the Purchase Agreement is declared to be in the best interest of the public and is hereby authorized and approved.

SECTION 2: *Execution:* The Mayor and City Clerk are hereby authorized and directed to execute the Purchase Agreement; and to subsequently execute a Quit Claim Deed and any further documentation that be required to complete the conveyance of the Property upon the satisfaction of contingencies set forth in the Purchase Agreement, on behalf of the City of West Burlington, Iowa.

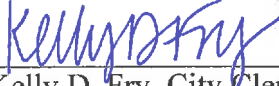
SECTION 3: *When Effective.* This Resolution shall be effective upon its passage and approval as provided by law.

PASSED AND APPROVED this 18th day of March, 2020.

CITY OF WEST BURLINGTON, IOWA


By: Hans K. Trousil, Mayor

ATTEST:


Kelly D. Fry, City Clerk



REAL ESTATE PURCHASE AGREEMENT

This Real Estate Purchase Agreement ("Agreement") is entered by and between the **CITY OF WEST BURLINGTON, IOWA**, an Iowa municipal corporation ("SELLER"), and **BK LAND LLC**, an Iowa limited liability company ("BUYER"), as of the date of last signature set forth below ("Effective Date").

SELLER is the owner of the real property situated in the City of West Burlington, Des Moines County, Iowa, depicted and described on "Exhibit A" attached hereto and incorporated herein by this reference, consisting of approximately 2.06 acres ("Property"). SELLER agrees to sell and BUYER agrees to purchase the Property, together with any easements and appurtenant servient estates, and subject to any easements of record for public utilities or roads, zoning restrictions, restrictive covenants, and/or mineral reservations of record, if any, upon the following terms and conditions:

1. **CONSIDERATION.** In consideration of BUYER'S sale of the Property to SELLER, SELLER agrees to convey to BUYER, the real property situated in the City of West Burlington, Des Moines County, Iowa, depicted and described on "Exhibit B" attached hereto and incorporated herein by this reference, consisting of approximately 2.03 acres ("Public Property") via dedication to the public ("Dedication") pursuant to a final subdivision plat ("Final Plat"). BUYER shall complete the Dedication by filing a Final Plat in the Office of the Recorder, Des Moines County, Iowa, within six (6) months of closing, subject to such reasonable extension(s) BUYER and SELLER may agree upon to accommodate unavoidable delays. BUYER agrees not to encumber the Property, by lien or mortgage or other similar debt obligation, nor to sell the Property to a third-party, prior to completing the Dedication, without the express written consent of SELLER. These provisions shall survive closing.

2. **RIGHT OF REVERSION.** Notwithstanding any provisions of this Agreement to the contrary, and as security for BUYER'S Dedication of the Public Property, the Quit Claim Deed conveying the Property to BUYER shall contain a right of reversion which may be exercised by SELLER, in its reasonable discretion, if BUYER fails to complete the Dedication pursuant to the terms and conditions of this Agreement, in which event SELLER shall automatically be entitled to exercise its reversionary right to reacquire title to the Property; and BUYER hereby irrevocably grants SELLER all necessary authority, coupled with an interest, to act as its agent for the sole purpose of effectuating such reversion.

3. **VACATION.** This Agreement is contingent upon the City Council for the City of West Burlington, Iowa, vacating the undeveloped public right-of-way constituting the Property (excepting Description L at Exhibit A-10), thereby rendering the whole of the Property eligible for sale and conveyance to BUYER. SELLER agrees to take all action legally required of a municipal corporation to propose vacation of the right-of-way including, without limitation, holding required public hearings and votes upon the proposition.

4. **REAL ESTATE TAXES.** SELLER is an Iowa municipal corporation and the Property is exempt from real estate taxes.

5. **SPECIAL ASSESSMENTS.** SELLER is an Iowa municipal corporation and the Property is exempt from special assessments.

6. **RISK OF LOSS OR DAMAGE.** SELLER shall maintain existing liability insurance upon the Property until the date of possession. SELLER shall provide BUYER with evidence of such insurance upon request.

7. **POSSESSION AND CLOSING.** If BUYER timely performs all obligations, possession of the Property shall be delivered to BUYER on the date of closing, and any adjustments of rent, insurance, interest, and all charges attributable to SELLER'S possession shall be made as of the date of closing. This transaction shall be considered closed, and BUYER shall take possession, upon the filing of title transfer documents. Closing shall be held within thirty (30) days of the vacation of that portion of public right-of-way constituting the Property, or such other date as the parties may mutually agree.

8. **CONDITION OF PROPERTY.** Unless otherwise provided in this Agreement, the Property is being sold "as is" as of the date of possession with no warranties of any kind, express or implied, as to its condition.

9. **ENVIRONMENTAL MATTERS.** SELLER warrants to the best of SELLER'S knowledge and belief that there are no abandoned wells, solid waste disposal sites, hazardous wastes or substances, or underground storage tanks located on the Property, and SELLER has done nothing to contaminate the Property with hazardous wastes or substances. SELLER warrants that the property is not subject to any local, state, or federal judicial or administrative action, investigation or order, as the case may be, regarding wells, solid waste disposal sites, hazardous wastes or substances, or underground storage tanks.

10. **DEED.** Upon payment of the Purchase Price, SELLER shall convey the Property to BUYER by Quit Claim Deed prepared by SELLER at SELLER'S expense, subject to easements and restrictions of record. SELLER shall further pay all recording fees and transfer taxes, if any, related to the recording of the deed, or otherwise, and shall further effectuate recording of the deed in the Office of the Recorder, Des Moines County, Iowa.

11. **GENERAL PROVISIONS.** In the performance of each part of this Agreement, time shall be of the essence. Failure to promptly assert rights herein shall not, however, be a waiver of such rights or a waiver of any existing or subsequent default. This Agreement shall apply to and bind the successors in interest of the parties. This Agreement shall survive the closing. This Agreement contains the entire agreement of the parties and shall not be amended except by a written instrument duly signed by SELLER and BUYER. Paragraph headings are for convenience of reference and shall not limit or affect the meaning of this Agreement. Words and phrases herein shall be construed as in the singular or plural number, and as masculine, feminine or neuter gender according to the context.

12. **NOTICE.** Any notice under this Agreement shall be in writing and be deemed served when it is delivered by personal delivery or mailed by certified mail, addressed to the parties at the addresses given below.

13. **NO REAL ESTATE AGENT OR BROKER.** Neither party has used the service of a real estate agent or broker in connection with this transaction.

14. **CERTIFICATION.** SELLER and BUYER each certify that they are not acting, directly or indirectly, for or on behalf of any person, group, entity or nation named by any Executive Order or the United States Treasury Department as a terrorist, "Specially Designated National and Blocked Person" or any other banned or blocked person, entity, nation or transaction pursuant to any law, order, rule or regulation that is enforced or administered by the Office of Foreign Assets Control; and are not engaged in this transaction, directly or indirectly on behalf of, any such person, group, entity or nation. Each party hereby agrees to defend, indemnify and hold harmless the other party from and against any and all claims, damages, losses, risks, liabilities, and expenses (including attorney's fees and costs) arising from or related to any breach of the foregoing certification.

15. **INSPECTION OF PRIVATE SEWAGE DISPOSAL SYSTEM.** SELLER represents and warrants to BUYER that the Property is not served by a private sewage disposal system, and there are no known private sewage disposal systems on the Property.

16. **WATER SERVICE.** The Property is not served by City water service, however, it is being sold to BUYER as raw land for residential development.

17. **APPROVAL; AUTHORITY.** This Agreement is expressly contingent upon the approval of the City Council. In the performance of this Agreement, SELLER, as a municipal corporation, shall take all action legally required of a municipal corporation, including, but not limited to, the holding of any required public hearings and votes upon any required resolutions, relating to this Agreement.

18. **COUNCIL APPROVAL.** In the performance of this Agreement, SELLER, as a municipal corporation, shall take all action legally required of a municipal corporation relative to the contemplated transactions including, but not limited to, considering required resolutions. This Agreement shall be expressly contingent upon approval by the City Council for West Burlington, Iowa.

19. **COUNTERPARTS.** This Agreement may be executed in several counterparts, each of which, when so executed and delivered, shall be deemed an original, and all of which, when taken together, shall constitute the same instrument, even though all parties are not signatories to the original or the same counterpart. Furthermore, the parties may execute and deliver this Agreement by electronic means, such as PDF or a similar format. BUYER and SELLER agree that delivery of the Agreement by electronic means shall have the same force and effect as delivery of original signatures and that each of the parties may use such electronic signatures as evidence of the execution and delivery of the Agreement by all parties to the same extent as an original signature.

20. **ADDITIONAL PROVISIONS.** None if not listed in an addendum hereto.

21. **EXECUTION.** When and if executed by both SELLER and BUYER, this Agreement shall become a binding contract.

BUYER

BK LAND LLC,
an Iowa limited liability company

Dated this 26th day of March 2020.

By: Kenneth Schwenker
Kenneth Schwenker,
Authorized Member

Address: 11194 Twin Ponds Drive
Burlington, Iowa 52655

Telephone: (319) 754-5174

SELLER

CITY OF WEST BURLINGTON, IOWA,
an Iowa municipal corporation

Dated this 18th day of March 2020.

By: Hans K. Trousil
Hans K. Trousil, Mayor

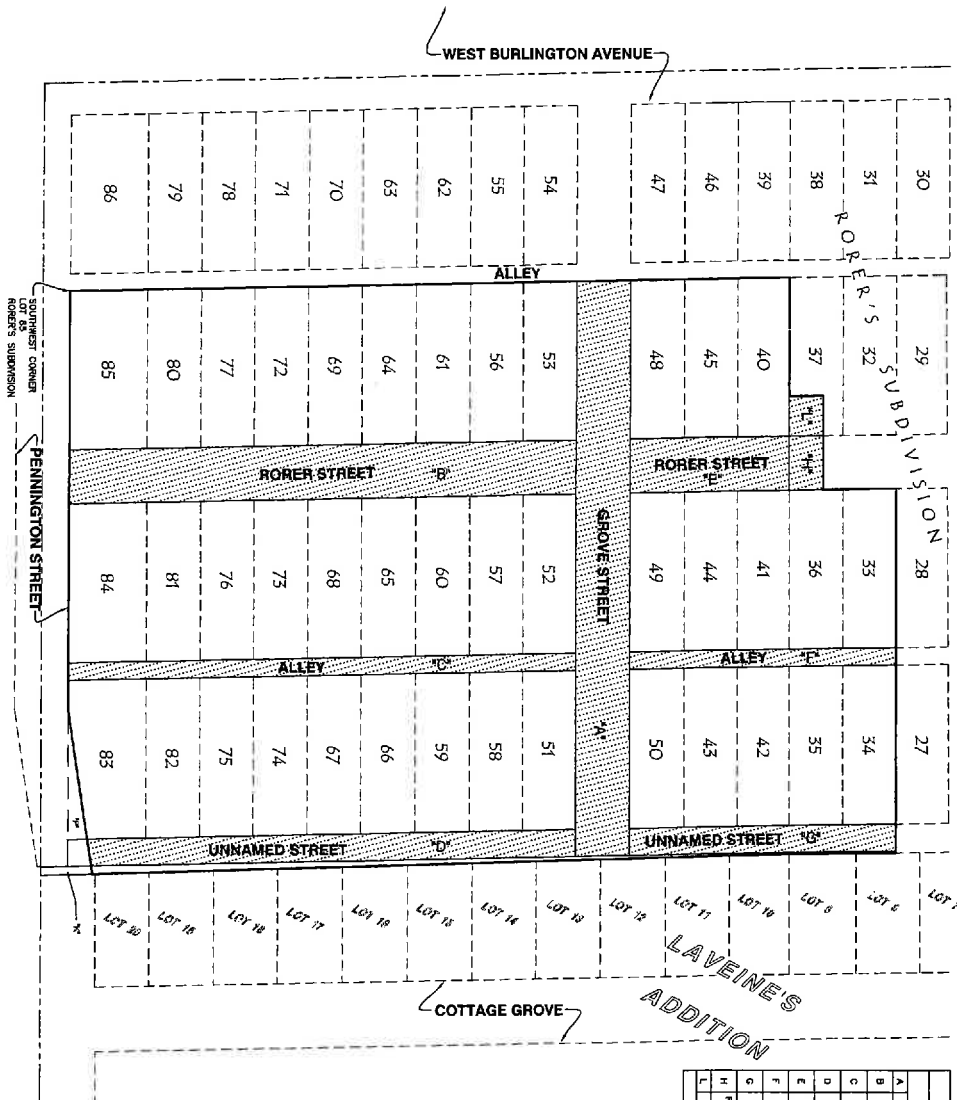
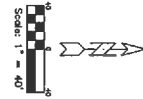
Attest:

Kelly D. Fry
Kelly D. Fry, City Clerk

Address: City Hall
122 Broadway Street
West Burlington, IA 52655

Telephone: (319) 752-5451

EXHIBIT A-1



BK LAM, LLC TO ACQUIRE			
ACQUISITION	ACRES	SQUARE FEET	
A. GROVE STREET	0.01	28076	
B. ROBER STREET SOUTH OF GROVE STREET	0.34	23598	
C. ALLEY SOUTH OF GROVE STREET	0.17	7562	
D. UNNAMED STREET SOUTH OF GROVE STREET	0.26	11313	
E. ROBER STREET NORTH OF GROVE STREET	0.17	7506	
F. ALLEY NORTH OF GROVE STREET	0.09	4003	
G. UNNAMED STREET NORTH OF GROVE STREET	0.15	8227	
H. ROBER STREET ADJACENT LOTS 38 & 37	0.04	1600	
I. PART OF LOT 37	0.03	1194	
TOTAL	2.06	8809	

KLINGSTUBBINS ENGINEERS & ARCHITECTS 1700 K STREET, N.W. WASHINGTON, D.C. 20004 TEL: 202-462-1000 FAX: 202-462-1001 WWW.KLINGSTUBBINS.COM		DATE: 1/21/20 DRAWN BY: J346-2 CHECKED BY: 17-2090 SCALE: 1" = 40'
SKETCH		SHEET NO. 17

DESCRIPTION "A": (GROVE STREET)

ALL THAT PART OF GROVE STREET LYING EAST OF THE WEST LINE EXTENDED OF LOT NUMBERS 48 AND 53 AND EXTENDING TO THE EAST LINE OF THE UNNAMED 25' WIDE STREET AND THE EAST LINE OF RORER'S SUBDIVISION IN THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 36, TOWNSHIP 70 NORTH, RANGE 3 WEST, OF THE 5TH P.M., CITY OF WEST BURLINGTON, DES MOINES COUNTY, IOWA, AS PER PLAT FILED FOR RECORD SEPTEMBER 15, 1887 IN PLAT BOOK 1, PAGE 68 IN THE OFFICE OF THE DES MOINES COUNTY RECORDER, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF LOT NUMBER 85 IN SAID RORER'S SUBDIVISION;
THENCE N00°54'41"W 471.74' ALONG THE EAST LINE OF THE 16' WIDE ALLEY TO THE NORTHWEST CORNER OF LOT NUMBER 53 IN SAID RORER'S SUBDIVISION AND THE PLACE OF BEGINNING;
THENCE CONTINUING N00°54'41"W 50.01' TO THE SOUTHWEST CORNER OF LOT NUMBER 48 IN SAID RORER'S SUBDIVISION AND THE NORTH LINE OF GROVE STREET;
THENCE S89°58'54"E 533.48' ALONG THE NORTH LINE OF GROVE STREET AND NORTH LINE EXTENDED TO THE EAST LINE OF THE UNNAMED 25' WIDE STREET AND THE EAST LINE OF SAID RORER'S SUBDIVISION;
THENCE S00°54'41"E 50.01' ALONG SAID EAST LINE OF RORER'S SUBDIVISION TO THE SOUTH LINE OF GROVE STREET EXTENDED;
THENCE N89°58'54"W 533.48' ALONG THE SOUTH LINE OF GROVE STREET AND SOUTH LINE EXTENDED TO THE PLACE OF BEGINNING, CONTAINING 0.61 ACRES (26676 SQUARE FEET) MORE OR LESS, SUBJECT TO ESTABLISHED ROAD AND SUBECT TO EASEMENTS, AGREEMENTS OR RESTRICTIONS OF RECORD.

NOTE: THE WEST LINE OF LOT NUMBERS 40, 45, 48, 53, 56, 61, 64, 69, 72, 77, 80 AND 85 IN RORER'S SUBDIVISION IS ASSUMED TO BEAR N00°54'41"W.

DESCRIPTION "B": (RORER STREET SOUTH OF GROVE STREET)

ALL THAT PART OF RORER STREET ADJOINING LOT NUMBERS 52, 53, 56, 57, 60, 61, 64, 65, 68, 69, 72, 73, 76, 77, 80, 81, 84 AND 85 IN RORER'S SUBDIVISION IN THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 36, TOWNSHIP 70 NORTH, RANGE 3 WEST, OF THE 5TH P.M., CITY OF WEST BURLINGTON, DES MOINES COUNTY, IOWA, AS PER PLAT FILED FOR RECORD SEPTEMBER 15, 1887 IN PLAT BOOK 1, PAGE 68 IN THE OFFICE OF THE DES MOINES COUNTY RECORDER, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF LOT NUMBER 85 IN SAID RORER'S SUBDIVISION;
THENCE S89°55'48"E 147.49' ALONG THE SOUTH LINE OF LOT NUMBER 85 IN SAID RORER'S SUBDIVISION TO THE SOUTHEAST CORNER THEREOF AND THE PLACE OF BEGINNING;
THENCE N00°54'41"W 471.87' ALONG THE WEST LINE OF RORER STREET TO THE NORTHEAST CORNER OF LOT NUMBER 53 IN SAID RORER'S SUBDIVISION AND THE SOUTH LINE OF GROVE STREET;
THENCE S89°58'54"E 50.01' ALONG SAID SOUTH LINE OF GROVE STREET TO THE NORTHWEST CORNER OF LOT NUMBER 52 IN SAID RORER'S SUBDIVISION;
THENCE S00°54'41"E 471.91' ALONG THE EAST LINE OF RORER STREET TO THE SOUTHWEST CORNER OF LOT NUMBER 84 IN SAID RORER'S SUBDIVISION;
THENCE N89°55'48"W 50.01' ALONG THE NORTH LINE OF PENNINGTON STREET TO THE PLACE OF BEGINNING, CONTAINING 0.54 ACRES (23596 SQUARE FEET) MORE OR LESS, SUBJECT TO ESTABLISHED ROAD AND SUBJECT TO EASEMENTS, AGREEMENTS OR RESTRICTIONS OF RECORD.

NOTE: THE WEST LINE OF LOT NUMBERS 40, 45, 48, 53, 56, 61, 64, 69, 72, 77, 80 AND 85 IN RORER'S SUBDIVISION IS ASSUMED TO BEAR N00°54'41"W.

DESCRIPTION "C": (ALLEY SOUTH OF GROVE STREET)

ALL THAT PART OF ALLEY ADJOINING LOT NUMBERS 51, 52, 57, 58, 59, 60, 65, 66, 67, 68, 73, 74, 75, 76, 81, 82, 83 AND 84 IN RORER'S SUBDIVISION IN THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 36, TOWNSHIP 70 NORTH, RANGE 3 WEST, OF THE 5TH P.M., CITY OF WEST BURLINGTON, DES MOINES COUNTY, IOWA, AS PER PLAT FILED FOR RECORD SEPTEMBER 15, 1887 IN PLAT BOOK 1, PAGE 68 IN THE OFFICE OF THE DES MOINES COUNTY RECORDER, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF LOT NUMBER 85 IN SAID RORER'S SUBDIVISION;
THENCE S89°55'48"E 344.99' ALONG THE NORTH LINE OF PENNINGTON STREET TO THE SOUTHEAST CORNER OF LOT NUMBER 84 IN SAID RORER'S SUBDIVISION AND THE PLACE OF BEGINNING;
THENCE N00°54'41"W 472.05' ALONG THE WEST LINE OF THE 16' WIDE ALLEY TO THE NORTHEAST CORNER OF LOT NUMBER 52 IN SAID RORER'S SUBDIVISION AND THE SOUTH LINE OF GROVE STREET;
THENCE S89°58'54"E 16.00' ALONG SAID SOUTH LINE OF GROVE STREET TO THE NORTHWEST CORNER OF LOT NUMBER 51 IN SAID RORER'S SUBDIVISION;
THENCE S00°54'41"E 472.06' ALONG THE EAST LINE OF THE 16' WIDE ALLEY TO THE SOUTHWEST CORNER OF LOT NUMBER 83 IN SAID RORER'S SUBDIVISION;
THENCE N89°55'48"W 16.00' ALONG THE NORTH LINE OF PENNINGTON STREET TO THE PLACE OF BEGINNING, CONTAINING 0.17 ACRES (7552 SQUARE FEET) MORE OR LESS, SUBJECT TO ESTABLISHED ROAD AND SUBJECT TO EASEMENTS, AGREEMENTS OR RESTRICTIONS OF RECORD.

NOTE: THE WEST LINE OF LOT NUMBERS 40, 45, 48, 53, 56, 61, 64, 69, 72, 77, 80 AND 85 IN RORER'S SUBDIVISION IS ASSUMED TO BEAR N00°54'41"W.

DESCRIPTION "D": (UNNAMED STREET SOUTH OF GROVE STREET)

PART OF UNNAMED 25' WIDE STREET LYING EAST OF LOT NUMBERS 51, 58, 59, 66, 67, 74, 75, 82 AND 83 IN RORER'S SUBDIVISION IN THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 36, TOWNSHIP 70 NORTH, RANGE 3 WEST, OF THE 5TH P.M., CITY OF WEST BURLINGTON, DES MOINES COUNTY, IOWA, AS PER PLAT FILED FOR RECORD SEPTEMBER 15, 1887 IN PLAT BOOK 1, PAGE 68 IN THE OFFICE OF THE DES MOINES COUNTY RECORDER, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF LOT NUMBER 85 IN SAID RORER'S SUBDIVISION;
THENCE S89°55'48"E 388.49' ALONG THE NORTH LINE OF PENNINGTON STREET;
THENCE N81°36'57"E 121.01' ALONG THE NORTH LINE OF PENNINGTON STREET TO THE EAST LINE OF LOT NUMBER 83 IN SAID RORER'S SUBDIVISION AND THE PLACE OF BEGINNING;
THENCE N00°54'41"W 454.40' ALONG THE WEST LINE OF THE UNNAMED 25' WIDE STREET TO THE NORTHEAST CORNER OF LOT NUMBER 51 IN SAID RORER'S SUBDIVISION AND THE SOUTH LINE OF GROVE STREET;
THENCE S89°58'54"E 25.00' ALONG THE SOUTH LINE OF GROVE STREET EXTENDED TO THE EAST LINE OF SAID RORER'S SUBDIVISION;
THENCE S00°54'41"E 450.72' ALONG SAID EAST LINE OF RORER'S SUBDIVISION TO THE NORTH LINE OF PENNINGTON STREET;
THENCE S81°36'57"W 25.21' ALONG THE NORTH LINE OF PENNINGTON STREET TO THE PLACE OF BEGINNING, CONTAINING 0.26 ACRES (11313 SQUARE FEET) MORE OR LESS, SUBJECT TO ESTABLISHED ROAD AND SUBJECT TO EASEMENTS, AGREEMENTS OR RESTRICTIONS OF RECORD.

NOTE: THE WEST LINE OF LOT NUMBERS 40, 45, 48, 53, 56, 61, 64, 69, 72, 77, 80 AND 85 IN RORER'S SUBDIVISION IS ASSUMED TO BEAR N00°54'41"W.

DESCRIPTION "E": (RORER STREET NORTH OF GROVE STREET)

ALL THAT PART OF RORER STREET ADJOINING LOT NUMBERS 40, 41, 44, 45, 48 AND 49 IN RORER'S SUBDIVISION IN THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 36, TOWNSHIP 70 NORTH, RANGE 3 WEST, OF THE 5TH P.M., CITY OF WEST BURLINGTON, DES MOINES COUNTY, IOWA, AS PER PLAT FILED FOR RECORD SEPTEMBER 15, 1887 IN PLAT BOOK 1, PAGE 68 IN THE OFFICE OF THE DES MOINES COUNTY RECORDER, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF LOT NUMBER 85 IN SAID RORER'S SUBDIVISION;
THENCE N00°54'41"W 521.74' ALONG THE EAST LINE OF THE 16' WIDE ALLEY TO THE SOUTHWEST CORNER OF LOT NUMBER 48 IN SAID RORER'S SUBDIVISION AND THE NORTH LINE OF GROVE STREET;
THENCE S89°58'54"E 147.49' ALONG THE SOUTH LINE OF SAID LOT NUMBER 48 TO THE SOUTHEAST CORNER THEREOF AND THE PLACE OF BEGINNING;
THENCE N00°54'41"W 150.13' ALONG THE WEST LINE OF RORER STREET TO THE NORTHEAST CORNER OF LOT NUMBER 40 IN SAID RORER'S SUBDIVISION;
THENCE N90°00'00"E 50.01' TO THE NORTHWEST CORNER OF LOT NUMBER 41 IN SAID RORER'S SUBDIVISION;
THENCE S00°54'41"E 150.15' ALONG THE EAST LINE OF RORER STREET TO THE SOUTHWEST CORNER OF LOT NUMBER 49 IN SAID RORER'S SUBDIVISION AND THE NORTH LINE OF GROVE STREET;
THENCE N89°58'54"W 50.01' ALONG SAID NORTH LINE OF GROVE STREET TO THE PLACE OF BEGINNING, CONTAINING 0.17 ACRES (7508 SQUARE FEET) MORE OR LESS, SUBJECT TO ESTABLISHED ROAD AND SUBJECT TO EASEMENTS, AGREEMENTS OR RESTRICTIONS OF RECORD.

NOTE: THE WEST LINE OF LOT NUMBERS 40, 45, 48, 53, 56, 61, 64, 69, 72, 77, 80 AND 85 IN RORER'S SUBDIVISION IS ASSUMED TO BEAR N00°54'41"W.

DESCRIPTION "F": (ALLEY NORTH OF GROVE STREET)

ALL THAT PART OF ALLEY ADJOINING LOT NUMBERS 33, 34, 35, 36, 41, 42, 43, 44, 49 AND 50 IN RORER'S SUBDIVISION IN THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 36, TOWNSHIP 70 NORTH, RANGE 3 WEST, OF THE 5TH P.M., CITY OF WEST BURLINGTON, DES MOINES COUNTY, IOWA, AS PER PLAT FILED FOR RECORD SEPTEMBER 15, 1887 IN PLAT BOOK 1, PAGE 68 IN THE OFFICE OF THE DES MOINES COUNTY RECORDER, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF LOT NUMBER 85 IN SAID RORER'S SUBDIVISION;
THENCE N00°54'41"W 521.74' ALONG THE EAST LINE OF THE 16' WIDE ALLEY TO THE SOUTHWEST CORNER OF LOT NUMBER 48 IN SAID RORER'S SUBDIVISION AND THE NORTH LINE OF GROVE STREET;
THENCE S89°58'54"E 344.99' ALONG SAID NORTH LINE OF GROVE STREET TO THE SOUTHEAST CORNER OF LOT NUMBER 49 IN SAID RORER'S SUBDIVISION AND THE PLACE OF BEGINNING;
THENCE N00°54'41"W 250.25' ALONG THE WEST LINE OF THE 16' WIDE ALLEY TO THE NORTHEAST CORNER OF LOT NUMBER 33 IN SAID RORER'S SUBDIVISION;
THENCE N90°00'00"E 16.00' TO THE NORTHWEST CORNER OF LOT NUMBER 34 IN SAID RORER'S SUBDIVISION;
THENCE S00°54'41"E 250.25' ALONG THE EAST LINE THE 16' WIDE ALLEY TO THE SOUTHWEST CORNER OF LOT NUMBER 50 IN SAID RORER'S SUBDIVISION AND THE NORTH LINE OF GROVE STREET;
THENCE N89°58'54"W 16.00' ALONG SAID NORTH LINE OF GROVE STREET TO THE PLACE OF BEGINNING, CONTAINING 0.09 ACRES (4003 SQUARE FEET) MORE OR LESS, SUBJECT TO ESTABLISHED ROAD AND SUBJECT TO EASEMENTS, AGREEMENTS OR RESTRICTIONS OF RECORD.

NOTE: THE WEST LINE OF LOT NUMBERS 40, 45, 48, 53, 56, 61, 64, 69, 72, 77, 80 AND 85 IN RORER'S SUBDIVISION IS ASSUMED TO BEAR N00°54'41"W.

DESCRIPTION "G": (UNNAMED STREET NORTH OF GROVE STREET)

ALL THAT PART OF THE UNNAMED 25' WIDE STREET LYING EAST OF LOT NUMBERS 34, 35, 42, 43 AND 50 IN RORER'S SUBDIVISION IN THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 36, TOWNSHIP 70 NORTH, RANGE 3 WEST, OF THE 5TH P.M., CITY OF WEST BURLINGTON, DES MOINES COUNTY, IOWA, AS PER PLAT FILED FOR RECORD SEPTEMBER 15, 1887 IN PLAT BOOK 1, PAGE 68 IN THE OFFICE OF THE DES MOINES COUNTY RECORDER, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF LOT NUMBER 85 IN SAID RORER'S SUBDIVISION;
THENCE N00°54'41"W 521.74' ALONG THE EAST LINE OF THE 16' WIDE ALLEY TO THE SOUTHWEST CORNER OF LOT NUMBER 48 IN SAID RORER'S SUBDIVISION AND THE NORTH LINE OF GROVE STREET;
THENCE S89°58'54"E 508.48' ALONG SAID NORTH LINE OF GROVE STREET TO THE SOUTHEAST CORNER OF LOT NUMBER 50 IN SAID RORER'S SUBDIVISION AND THE PLACE OF BEGINNING;
THENCE N00°54'41"W 250.30' ALONG THE WEST LINE OF THE 25' WIDE UNNAMED STREET TO THE NORTHEAST CORNER OF LOT NUMBER 34 IN SAID RORER'S SUBDIVISION;
THENCE N90°00'00"E 25.00' ALONG THE NORTH LINE OF LOT NUMBER 34 EXTENDED TO THE EAST LINE OF SAID RORER'S SUBDIVISION;
THENCE S00°54'41"E 250.31' ALONG THE EAST LINE OF SAID RORER'S SUBDIVISION TO THE NORTH LINE OF GROVE STREET EXTENDED;
THENCE N89°58'54"W 25.00' ALONG SAID NORTH LINE OF GROVE STREET EXTENDED TO THE PLACE OF BEGINNING, CONTAINING 0.15 ACRES (6257 SQUARE FEET) MORE OR LESS, SUBJECT TO ESTABLISHED ROAD AND SUBJECT TO EASEMENTS, AGREEMENTS OR RESTRICTIONS OF RECORD.

NOTE: THE WEST LINE OF LOT NUMBERS 40, 45, 48, 53, 56, 61, 64, 69, 72, 77, 80 AND 85 IN RORER'S SUBDIVISION IS ASSUMED TO BEAR N00°54'41"W.

DESCRIPTION "H": (RORER STREET ADJOINING LOTS 36 & 37)

ALL THAT PART OF RORER STREET ADJOINING THE SOUTH 32' OF LOT NUMBERS 36 AND 37 IN RORER'S SUBDIVISION IN THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 36, TOWNSHIP 70 NORTH, RANGE 3 WEST, OF THE 5TH P.M., CITY OF WEST BURLINGTON, DES MOINES COUNTY, IOWA, AS PER PLAT FILED FOR RECORD SEPTEMBER 15, 1887 IN PLAT BOOK 1, PAGE 68 IN THE OFFICE OF THE DES MOINES COUNTY RECORDER, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF LOT NUMBER 85 IN SAID RORER'S SUBDIVISION;
THENCE N00°54'41"W 671.83' ALONG THE EAST LINE OF THE 16' WIDE ALLEY TO THE SOUTHWEST CORNER OF LOT NUMBER 37 IN SAID RORER'S SUBDIVISION;
THENCE N90°00'00"E 147.49' ALONG THE SOUTH LINE OF SAID LOT NUMBER 37 TO THE SOUTHEAST CORNER THEREOF AND THE PLACE OF BEGINNING;
THENCE N00°54'41"W 32.00' ALONG THE EAST LINE OF LOT NUMBER 37 IN SAID RORER'S SUBDIVISION;
THENCE N90°00'00"E 50.01' TO THE EAST LINE OF RORER STREET AND THE WEST LINE OF LOT NUMBER 36 IN SAID RORER'S SUBDIVISION;
THENCE S00°54'41"E 32.00' ALONG THE EAST LINE OF RORER STREET TO THE SOUTHWEST CORNER OF LOT NUMBER 36 IN SAID RORER'S SUBDIVISION;
THENCE N90°00'00"W 50.01' TO THE PLACE OF BEGINNING, CONTAINING 0.04 ACRES (1600 SQUARE FEET) MORE OR LESS, SUBJECT TO ESTABLISHED ROAD AND SUBJECT TO EASEMENTS, AGREEMENTS OR RESTRICTIONS OF RECORD.

NOTE: THE WEST LINE OF LOT NUMBERS 40, 45, 48, 53, 56, 61, 64, 69, 72, 77, 80 AND 85 IN RORER'S SUBDIVISION IS ASSUMED TO BEAR N00°54'41"W.

DESCRIPTION "L": (PART OF LOT 37)

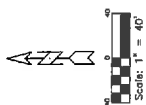
PART OF LOT NUMBER 37 IN RORER'S SUBDIVISION IN THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 36, TOWNSHIP 70 NORTH, RANGE 3 WEST, OF THE 5TH P.M., CITY OF WEST BURLINGTON, DES MOINES COUNTY, IOWA, AS PER PLAT FILED FOR RECORD SEPTEMBER 15, 1887 IN PLAT BOOK 1, PAGE 68 IN THE OFFICE OF THE DES MOINES COUNTY RECORDER, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF LOT NUMBER 85 IN SAID RORER'S SUBDIVISION;
THENCE N00°54'41"W 671.83' ALONG THE EAST LINE OF THE 16' WIDE ALLEY TO THE SOUTHWEST CORNER OF LOT NUMBER 37 IN SAID RORER'S SUBDIVISION;
THENCE N90°00'00"E 110.16' ALONG THE SOUTH LINE OF SAID LOT 37 TO THE PLACE OF BEGINNING;
THENCE N00°54'41"W 32.00';
THENCE N90°00'00"E 37.33' TO THE EAST LINE OF SAID LOT 37;
THENCE S00°54'41"E 32.00' ALONG THE EAST LINE SAID LOT 37 TO THE SOUTHEAST CORNER THEREOF;
THENCE N90°00'00"W 37.33' ALONG THE SOUTH LINE OF SAID LOT 37 TO THE PLACE OF BEGINNING, CONTAINING 0.03 ACRES (1194 SQUARE FEET) MORE OR LESS, SUBJECT TO ESTABLISHED ROAD AND SUBJECT TO EASEMENTS, AGREEMENTS OR RESTRICTIONS OF RECORD.

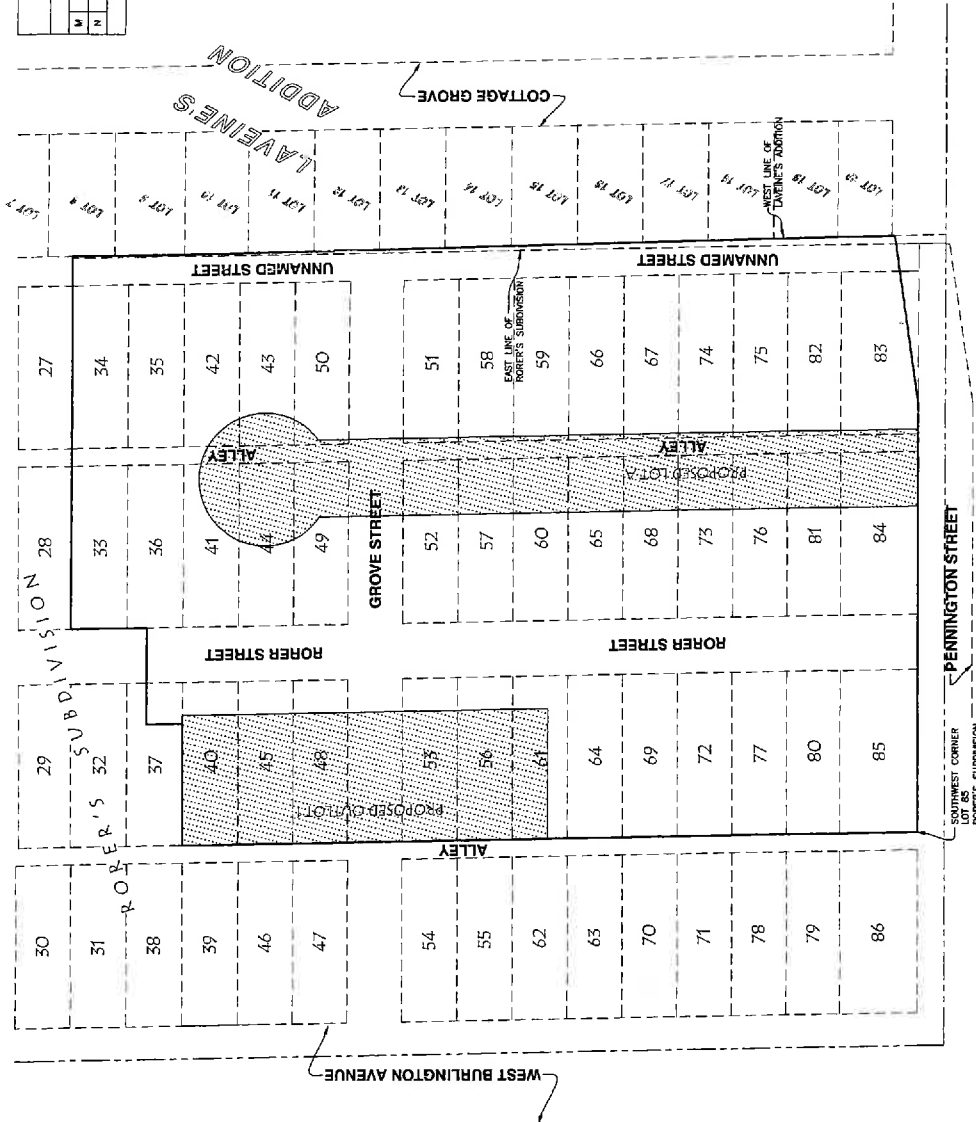
NOTE: THE WEST LINE OF LOT NUMBERS 40, 45, 48, 53, 56, 61, 64, 69, 72, 77, 80 AND 85 IN RORER'S SUBDIVISION IS ASSUMED TO BEAR N00°54'41"W.

EXHIBIT B-1

PREPARED BY J. MILLER 810 N. SOUTH ST. SUITE 100 BURLINGTON, IOWA (319) 752-5003



CITY OF WEST BURLINGTON TO ACQUIRE			
DESCRIPTION	ACRES	SQUARE FEET	
PROPOSED OUTLOT 1	0.90	39080	
PROPOSED LOT A	1.13	48222	
TOTAL	2.03	87302	



PLAT NO.	BOOK	SHEET	DATE
1	271	40	1/31/19
CITY OF WEST BURLINGTON TO ACQUIRE			
SKETCH			
DRAWN BY: J. MILLER			
CHECKED BY: J. MILLER			
DATE: 1/31/19			
SCALE: 1" = 40'			

REVISED DESCRIPTION "M": (PROPOSED OUTLOT 1)

PART OF RORER'S SUBDIVISION IN THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 36, TOWNSHIP 70 NORTH, RANGE 3 WEST, OF THE 5TH P.M., CITY OF WEST BURLINGTON, DES MOINES COUNTY, IOWA, AS PER PLAT FILED FOR RECORD SEPTEMBER 15, 1887 IN PLAT BOOK 1, PAGE 68 IN THE OFFICE OF THE DES MOINES COUNTY RECORDER, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF LOT NUMBER 85 IN SAID RORER'S SUBDIVISION;
THENCE N00°54'41"W 339.56' ALONG THE EAST LINE OF THE 16' WIDE ALLEY TO THE PLACE OF BEGINNING;
THENCE CONTINUING N00°54'41"W 332.27' ALONG THE EAST LINE OF THE 16' WIDE ALLEY TO THE NORTHWEST CORNER OF LOT NUMBER 40 IN SAID RORER'S SUBDIVISION;
THENCE N90°00'00"E 117.66' ALONG THE NORTH LINE OF LOT NUMBER 40 IN SAID RORER'S SUBDIVISION;
THENCE S00°54'41"E 332.27';
THENCE N90°00'00"W 117.66' TO THE EAST LINE OF THE 16' WIDE ALLEY AND THE PLACE OF BEGINNING, CONTAINING 0.90 ACRES (39090 SQUARE FEET) MORE OR LESS, SUBJECT TO ESTABLISHED ROAD AND SUBJECT TO EASEMENTS, AGREEMENTS OR RESTRICTIONS OF RECORD.

NOTE: THE WEST LINE OF LOT NUMBERS 40, 45, 48, 53, 56, 61, 64, 69, 72, 77, 80 AND 85 IN RORER'S SUBDIVISION IS ASSUMED TO BEAR N00°54'41"W.

REVISED DESCRIPTION "N": (PROPOSED LOT A)

PART OF RORER'S SUBDIVISION IN THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 36, TOWNSHIP 70 NORTH, RANGE 3 WEST, OF THE 5TH P.M., CITY OF WEST BURLINGTON, DES MOINES COUNTY, IOWA, AS PER PLAT FILED FOR RECORD SEPTEMBER 15, 1887 IN PLAT BOOK 1, PAGE 68 IN THE OFFICE OF THE DES MOINES COUNTY RECORDER, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF LOT NUMBER 85 IN SAID RORER'S SUBDIVISION;
THENCE S89°55'48"E 295.04' ALONG THE NORTH LINE OF PENNINGTON STREET TO THE PLACE OF BEGINNING;
THENCE N00°54'41"W 548.67';
THENCE 302.25' ALONG THE ARC OF A 60.00' RADIUS CURVE WITH A 70.00' CHORD BEARING N89°05'19"E (SAID CURVE HAVING A CENTRAL ANGLE OF 288°37'46");
THENCE S00°54'41"E 549.87' TO THE NORTH LINE OF PENNINGTON STREET;
THENCE N89°55'48"W 70.01' ALONG THE NORTH LINE OF PENNINGTON STREET TO THE PLACE OF BEGINNING, CONTAINING 1.13 ACRES (49222 SQUARE FEET) MORE OR LESS, SUBJECT TO ESTABLISHED ROAD AND SUBJECT TO EASEMENTS, AGREEMENTS OR RESTRICTIONS OF RECORD.

NOTE: THE WEST LINE OF LOT NUMBERS 40, 45, 48, 53, 56, 61, 64, 69, 72, 77, 80 AND 85 IN RORER'S SUBDIVISION IS ASSUMED TO BEAR N00°54'41"W.