

**RESOLUTION 2025-20**

**RESOLUTION APPROVING A PURCHASE AGREEMENT WITH LEE AND PATRICIA CASSABAUM FOR A PARCEL TO BE USED AS A PORTION OF BERANEK DRIVE.**

WHEREAS, the City discovered that a portion of the paved street named Beranek Drive was located on property owned by Lee and Patricia Cassabaum (“Cassabaum”); and

WHEREAS, in order to acquire the necessary right-of-way for the existing paved street, the City and Cassabaum have negotiated a purchase agreement whereby the City will purchase the property necessary for the street right-of-way and demolish a dilapidated structure near the parcel; and

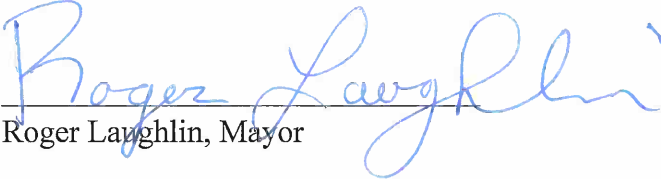
WHEREAS, pursuant to the purchase agreement, the City will pay \$9,500 for the parcel; and

WHEREAS, it is now necessary for the City Council to approve the purchase agreement.

NOW, THEREFORE, It Is Resolved by the Council of the City of West Branch, Iowa, that the City Council of the City of West Branch does hereby formally approve said purchase agreement with Duston Anderson.

BE IT FURTHER RESOLVED, that the Mayor and City Clerk are hereby directed to execute any and all documentation necessary to close this transaction.

Passed and approved this 18th day of February, 2025.

  
\_\_\_\_\_  
Roger Laughlin, Mayor

ATTEST:

  
\_\_\_\_\_  
Leslie Brick, City Clerk

## PURCHASE AGREEMENT

THIS PURCHASE AGREEMENT entered into by and between Lee R. Cassabaum and Patricia E. Cassabaum, husband and wife (hereafter collectively the "Seller"); and the City of West Branch, Iowa (hereinafter collectively the "Buyer").

1. **REAL ESTATE DESCRIPTION.** The Seller agrees to sell and the Buyer agrees to Purchase any and all claims that Seller has to the current paved street known as Beranek Drive, Iowa (the portion of current road located on Seller's property), the exact legal description to be taken from a plat of survey created by the Buyer (hereafter the "Property").
2. **PURCHASE PRICE.** The purchase price of the Property shall be \$9,500.00, payable at West Branch, Cedar County, Iowa, as follows:
  - a. \$4,750.00 earnest money to Seller upon execution of this Agreement.
  - b. Remaining balance of the Purchase Price to be paid at the Closing.
3. **DATE OF POSSESSION.** Upon execution of this Agreement and payment of the first payment outlined in Section (2)(a) above, the Seller shall grant the Buyer access to the Seller's property at 316 Beranek Drive for the purposes testing, surveying and demolishing the existing dilapidated structure at 316 Beranek Drive near the Property. At such time as the structure has been demolished, the debris removed and the ground is graded/seeded at the site of the former structure, this access shall cease. Possession shall then occur at the payment of the remaining balance to the Seller by the City.
4. **REAL ESTATE TAXES.** Buyer shall pay any unpaid real estate taxes payable in prior years and any and all real estate taxes and utilities that accrue during the term of this Agreement. Buyer shall pay the real estate transfer taxes and the Buyer shall pay the recording fees associated with this transaction.
5. **RISK OF LOSS AND INSURANCE.** Seller shall bear the risk of loss or damage to the Property prior to the date of possession. Seller may, at his sole cost and expense, maintain insurance on the Property, but is not obliged to do so.
6. **USE OF PURCHASE PRICE.** At the time of closing, the Buyer shall pay, without setoff, all the remaining monies due to the Seller after deducting the payments referenced in Paragraph 2 above.
7. **ABSTRACT AND TITLE.** Buyer may cause an abstract of title to be delivered to Buyer for the Property which shall show marketable title to the Property in Seller in accordance with the Title Standards of the Iowa Bar Association. Seller shall, at its sole cost, immediately execute any additional documentation necessary to convey marketable title to Buyer.

8. **DEED.** Upon payment of the purchase price as outlined in Paragraph 2 above, and the demolition of the structure as outlined in Section 3 above, Seller shall convey the Property to Buyer by Warranty Deed, free and clear of all liens, restrictions, and encumbrances.

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

**10. REMEDIES OF THE PARTIES.**

- a. If Buyer fails to perform this contract, Seller may forfeit it as provided in the Iowa Code, and all payments made shall be forfeited, at Seller's option, upon thirty days written notice of intention to accelerate 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.
- b. If Seller fails to perform its obligations under this contract, Buyer shall have the right to have all payments made returned to them.
- c. Seller and Buyer 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 a judgment for costs and attorneys fees as permitted by law.

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

12. **ASSIGNMENT.** Either party may assign this Purchase Agreement by giving written notice of said assignment to the other party.

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

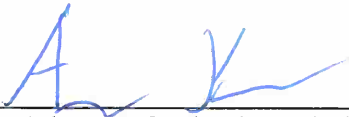
14. **CERTIFICATION.** Seller and Buyer each certify that they are not acting, directly or indirectly, for or on behalf of any person, group, entity or nation named by any Executive Order of the United States Treasury Department as a terrorist, "Specially Designated National and Blocked Person" or any 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 a breach of the foregoing certification.

15. **TESTING/SURVEY.** The Seller expressly agrees, that upon 24-hour notice to the Seller by the Buyer, to allow access onto and into the Property for the purpose of testing and surveying said Property.


16. **CITY COUNCIL APPROVAL REQUIRED.** Both parties expressly agree that this Agreement is not binding upon the City until such time as approved by the West Branch City Council.

17. **TIME OF ACCEPTANCE.** The Seller shall have until 4:00 p.m. on Friday, February 7, 2025 at 4:00 p.m., to accept this Offer by the City or this Agreement shall become null and void.

**City of West Branch, Iowa:**

By:   
Adam Kofoed, City Administrator

ACCEPTED on this 7 day of February, 2025.

By:   
Lee R. Cassabaum

By:   
Patricia E. Cassabaum

