

Whereupon, Council member Lorenzen moved that the following resolution be adopted:

RESOLUTION NO. 2024-64

**A RESOLUTION AUTHORIZING A REAL ESTATE CONTRACT
FOR THE REDEVELOPMENT OF 724 NW 3RD STREET**

WHEREAS, the City Council for the City of Eagle Grove feel that is in the best interest of the City of Eagle Grove to promote the rehabilitation of certain residential property, and;

WHEREAS, the City of Eagle Grove has received an agreement, affixed hereto, for the rehabilitation of a residential property in the City of Eagle Grove, more commonly known as 724 NW 3rd Street, and;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EAGLE GROVE, IOWA that the Mayor and City Administrator are authorized to execute this agreement for the rehabilitation of 724 NW 3rd Street.

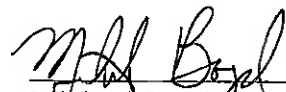
BE IT FURTHER RESOLVED, by the City Council of the City of Eagle Grove, Iowa that all previous Agreements to Rehabilitate are now null and void upon the execution of the affixed Real Estate Contract.

The motion was seconded by Council member Axtell and after due consideration thereof, the roll was called, and the following Council members voted:

Ayes: Vandewater, Pamperin, Axtell, Lorenzen, Limerick, Weland

Nays: _____, _____, _____, _____, _____, _____,

Whereupon, the Mayor declared said Resolution duly passed and adopted this 20th day of May, 2024.



Michael Boyd, Mayor

ATTEST:



Bryce Davis, City Administrator/Clerk



LEAD-BASED PAINT DISCLOSURE - SALES

Property Address or Legal Description:

Lead Warning Statement

Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessment or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.

Seller's Disclosure

- A. Presence of lead-based paint and/or lead-based paint hazards (Check (i) or (ii) below):
- i. Known lead-based paint and/or lead-based paint hazards are present in the housing (explain).

 - ii. Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.
- B. Records and reports available to the Seller (check (i) or (ii) below):
- i. Seller has provided the purchaser with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below).

 - ii. Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

Buyer's Acknowledgment (initial)

ca By execution of this disclosure, Buyer acknowledges receipt of copies of all information listed above including receipt of the pamphlet, "Protect Your Family from Lead in Your Home".

This agreement is contingent upon a risk assessment or inspection of the Property for the presence of lead-based paint and/or lead-based paint hazards at the Buyer's expense until 5 p.m. on _____ [Insert date 10 days after contract ratification or a date mutually agreed upon]. (Intact lead-based paint that is in good condition is not necessarily a hazard. See the EPA pamphlet "Protect Your Family from Lead in Your Home" for more information). This contingency will terminate at the above predetermined deadline unless the Buyer (or Buyers agent) delivers to the Seller (or Seller's agent) a written contract addendum listing together with a copy of the inspection and/or risk assessment report. The Seller may, at the Sellers option, within _____ days after delivery of the addendum, elect in writing whether to correct the condition(s) prior to closing. If the Seller will

correct the condition, the Seller shall furnish the Buyer with certification from a risk assessor or inspector demonstrating that the condition has been remedied before the date of closing. If the Seller does not elect to make the repairs, or if the Seller makes a counter-offer, the Buyer shall have _____ days to respond to the counter-offer to remove this contingency and take the property in "as is" condition or this agreement shall become void. The Buyer may remove this contingency at any time without cause.

ca Buyer hereby waives this contingency. (initial).

Agent's Acknowledgement (initial).

BDL Agent has informed the Seller of the Seller's obligations under 42 U.S.C. 4852d and is aware of Agent's responsibility to ensure compliance.

Certification of Accuracy

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

SELLER(S)		BUYER(S)	
<u>Muller Boyd</u>	<u>5/24/24</u>	<u>[Signature]</u>	<u>5/20/24</u>
, Seller	Date	, Buyer	Date
<u>Boyd Lane</u>	<u>5/24/24</u>	_____	_____
, Seller	Date	, Buyer	Date
_____	_____	_____	_____
, Agent	Date	, Agent	Date

REAL ESTATE CONTRACT
(SHORT FORM)
THE IOWA STATE BAR ASSOCIATION
Official Form No. 143
Recorder's Cover Sheet

Preparer Information: (name, address and phone number)

Brett D. Legvold(mg), P.O. Box 644, Humboldt, IA 50548, Phone: (515) 332-4093

Taxpayer Information: (name and complete address)

~~Carmel~~ Marquez, 416 S. Cadwell, Eagle Grove, IA 50533

Carmelo

Return Document To: (name and complete address)

Brett D. Legvold, P.O. Box 644, Humboldt, IA 50548

Grantors:

City of Eagle Grove, Iowa

Grantees:

~~Carmel~~ Marquez

Carmelo

Legal Description: See Page 2

Document or instrument number of previously recorded documents: NA

Brett D. Legvold(mg), Attorney

REAL ESTATE CONTRACT (SHORT FORM)

ca
Carmelo **BD** *MB*

IT IS AGREED between City of Eagle Grove, Iowa ("Seller") and ~~Carmel~~ Marquez ("Buyer") as follows:

Seller agrees to sell and Buyer agrees to buy real estate in Wright County, Iowa, described as:

A tract in Outlot 2 of the Auditor's Plat of the Southwest Quarter of the Northwest Quarter of Section 27, Township 91 North, Range 26, West of the 5th P.M., Wright County, Iowa, described as follows: Beginning at the point of intersection of the West line of Outlot 2 and the South line of 3rd Street North, (formerly Johnson Street in the Town of Eagle Grove, Iowa) which point is 340.3 feet North of the Southwest corner of said quarter, thence East along said South line for 50 feet, thence South for 129.62 feet, thence West for 50 feet to a point on the West line of said Outlot 2, thence North along said West line for 128.8 feet to the point of beginning,

with any easements and appurtenant servient estates, but subject to the following: a. any zoning and other ordinances; b. any covenants of record; and c. any easements of record for public utilities, roads and highways (the "Real Estate"), upon the following terms:

1. **PRICE.** The total purchase price for the Real Estate is One-thousand, nine-hundred-ninety Dollars (\$1,990.00), which Buyer shall pay to Seller in cash or certified funds at closing.

2. **REAL ESTATE TAXES.** Seller shall pay real estate taxes prorated to the date of possession and any unpaid real estate taxes payable in prior years. 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.

3. **SPECIAL AND DRAINAGE ASSESSMENTS.** Buyer shall pay all special or drainage assessments which are a lien on the Real Estate as of the date of this contract. All other special or drainage assessments shall be paid by Buyer.

mb *BD*
204 4. **POSSESSION CLOSING.** Seller shall give Buyer possession of the Real Estate on May 13, 2024, provided Buyer is not in default under this contract. Closing shall be on the same date.

5. **FIXTURES.** All property that integrally belongs to or is part of the Real Estate, whether attached or detached, such as light fixtures, shades, rods, blinds, awnings, windows, storm doors, screens, plumbing fixtures, water heaters, water softeners, automatic heating equipment, air conditioning equipment, wall to wall carpeting, built-in items and electrical service cable, outside television towers and antenna, fencing, gates and landscaping shall be considered a part of Real Estate and included in the sale.

6. CARE OF PROPERTY. Buyer shall take good care of the property, shall keep the buildings and other improvements now or later placed on the Real Estate in good and reasonable repair.

7. DEED & ESCROW. Upon payment of purchase price and completion of the required repairs set forth in Section 13 to the satisfaction of Seller, Seller shall convey the Real Estate to Buyer by Quitclaim deed. At closing, the duly executed contract, deed and escrow agreement shall be held in escrow by Arends, Lee, Emick, Legvold & Myott, PLC to be held in escrow by them until Buyer has performed this agreement. Upon completion of said performance, Seller shall advise said Escrow Agents to deliver the deed to Buyer.

8. REMEDIES OF THE PARTIES.

- a. If Buyer (a) fails to make the payments aforesaid, or any part thereof, as same become due; or (b) fails to pay the taxes or special assessments or charges, or any part thereof, levied upon said property, or assessed against it, by any taxing body before any of such items become delinquent; or (c) fails to keep the property insured; or (d) fails to keep it in reasonable repair as herein required; or (e) fails to perform any of the agreements as herein made or required; then Seller, in addition to any and all other legal and equitable remedies which they may have, at their option, may proceed to forfeit and cancel this contract as provided by law (Chapter 656 Code of Iowa). Upon completion of such forfeiture Buyer shall have no right of reclamation or compensation for money paid, or improvements made; but such payments and/or improvements if any shall be retained and kept by Seller as compensation for the use of said property, and/or as liquidated damages for breach of this contract; and upon completion of such forfeiture, if the Buyer, or any other person or persons shall be in possession of said real estate or any part thereof, such party or parties in possession shall at once peacefully remove therefrom, or failing to do so may be treated as tenants holding over, unlawfully after the expiration of lease, and may accordingly be ousted and removed as such as provided by law.
- b. If Buyer fails to timely perform this contract, Seller, at its option, may elect to declare the entire balance immediately due and payable after such notice, if any, as may be required by Chapter 654, The Code. Thereafter, this contract may be foreclosed in equity and the court may appoint a receiver to take immediate possession of the property and of the revenues and income accruing therefrom and to rent or cultivate the same as the receiver may deem best for the interest of all parties concerned, and such receiver shall be liable to account to Buyer only for the net profits, after application of rents, issues and profits from the costs and expenses of the receivership and foreclosure and upon the contract obligation.

It is agreed that if this contract covers less than ten (10) acres of land, and in the event of the foreclosure of this contract and sale of the property by sheriff's sale in such foreclosure proceedings, the time of one year for redemption from said sale provided by the statutes of the State of Iowa shall be reduced to six (6) months provided the Seller, in such action file an election to waive any deficiency judgment against Buyer which may arise out of the foreclosure proceedings; all to

be consistent with the provisions of Chapter 628 of the Iowa Code. If the redemption period is so reduced, for the first three (3) months after sale such right of redemption shall be exclusive to the Buyer, and the time periods in Sections 628.5, 628.15 and 628.16 of the Iowa Code shall be reduced to four (4) months.

It is further agreed that the period of redemption after a foreclosure of this contract shall be reduced to sixty (60) days if all of the three following contingencies develop: (1) The real estate is less than ten (10) acres in size; (2) the Court finds affirmatively that the said real estate has been abandoned by the owners and those persons personally liable under this contract at the time of such foreclosure; and (3) Seller in such action file an election to waive any deficiency judgment against Buyer or his successor in interest in such action. If the redemption period is so reduced, Buyer or his successors in interest or the owner shall have the exclusive right to redeem for the first thirty (30) days after such sale, and the time provided for redemption by creditors as provided in Sections 628.5, 628.15 and 628.16 of the Iowa Code shall be reduced to forty (40) days. Entry of appearance by pleading or docket entry by or on behalf of Buyer shall be presumption that the property is not abandoned. Any such redemption period shall be consistent with all of the provisions of Chapter 628 of the Iowa Code. This paragraph shall not be construed to limit or otherwise affect any other redemption provisions contained in Chapter 628 of the Iowa Code. Upon completion of such forfeiture Buyer shall have no right of reclamation or compensation for money paid, or improvements made; but such payments and for improvements if any shall be retained and kept by Seller as compensation for the use of said property, and/or as liquidated damages for breach of this contract; and upon completion of such forfeiture, if Buyer, or any other person or persons shall be in possession of said real estate or any part thereof, such party or parties in possession shall at once peacefully remove therefrom, or failing to do so may be treated as tenants holding over, unlawfully after the expiration of a lease, and may accordingly be ousted and removed as such as provided by law.

- c. If Seller fails to timely perform their obligations under this contract, Buyer shall have the right to terminate this contract and have all payments made returned to them.
- d. Buyer and Seller are also entitled to utilize any and all other remedies or actions at law or in equity available to them.
- e. In any action or proceeding relating to this contract the successful party shall be entitled to receive reasonable attorney's fees and costs as permitted by law.

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

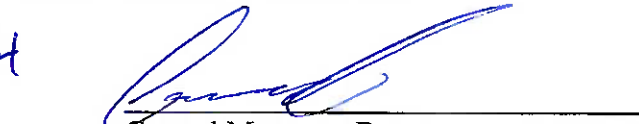
10. CONSTRUCTION. Words and phrases in this contract shall be construed as in the singular or plural number, and as masculine, feminine or neuter gender, according to the context.

11. CERTIFICATION. Buyer and Seller 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 my breach of the foregoing certification.

I UNDERSTAND THAT HOMESTEAD PROPERTY IS IN MANY CASES PROTECTED FROM THE CLAIMS OF CREDITORS AND EXEMPT FROM JUDICIAL SALE; AND THAT BY SIGNING THIS CONTRACT, I VOLUNTARILY GIVE UP MY RIGHT TO THIS PROTECTION FOR THIS PROPERTY WITH RESPECT TO CLAIMS BASED UPON THIS CONTRACT.

Dated: *May 20, 2024*


Carmel Marquez, Buyer
Carmelo

12. INSPECTION OF PRIVATE SEWAGE DISPOSAL SYSTEM. Seller represents and warrants to Buyer that the Real Estate is not served by a private sewage disposal system, and there are no known private sewage disposal systems on the property. *CO June 50 MB*

13. REPAIR AND REHABILITATION OF REAL ESTATE. By ~~April~~ *June* 1, 2025, Buyer agrees to rehabilitate the Real Estate at his sole expense so that the Real Estate is habitable and in compliance in all respects with the City's Municipal Code, including, without limitation, the Property Maintenance Code. Seller will be allowed to inspect the Real Estate on a regular basis to monitor Buyer's rehabilitation progress. Buyer shall complete repairs to the roof, windows, doors, siding, and other exterior rehabilitation by ~~August~~ *October* 1, 2024 with the remaining rehabilitation complete by ~~April~~ *June* 1, 2025. *CO October 50 MB*

14. "AS IS" SALE. Seller makes no representations or warranties whatsoever regarding the condition of the Real Estate, which is being sold "as is." Buyer acknowledges that they have had an adequate opportunity to inspect the Real Estate prior to executing this contract and accept the condition of the Real Estate.

15. MUNICIPAL CODE ACKNOWLEDGEMENT. Buyer understands and acknowledges that the Real Estate is currently non-compliant with the City of Eagle Grove's Municipal Code, including, without limitation, its provisions regarding nuisances, junk, dangerous buildings, and property maintenance. Buyer acknowledges and understands that he is deemed the owner for purposes of the Municipal Code.

16. LEAD-BASED PAINT. Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any

interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.

This contract is contingent upon a risk assessment or inspection of the property for the presence of lead-based paint and/or lead-based paint hazards at the purchaser's expense until 9 p.m. on the tenth calendar day after ratification. (Intact lead-based paint that is in good condition is not necessarily a hazard. See the EPA pamphlet Protect Your Family From Lead in Your Home for more information). This contingency will terminate at the above predetermined deadline unless the Purchaser (or Purchaser's Agent) delivers to the Seller (or Seller's agent) a written contract addendum listing the specific existing deficiencies and corrections needed, together with a copy of the inspection and/or risk assessment report. The Seller may, at the Seller's option, within 10 days after delivery of the addendum, elect in writing whether to correct the conditions prior to settlement. If the Seller will correct the condition, the Seller shall furnish the Purchaser with certification from a risk assessor or inspector demonstrating that the condition has been remedied before the date of the settlement. If the Seller does not elect to make the repairs, or if the Seller makes a counter-offer, the Purchaser shall have 10 days to respond to the counter-offer or remove this contingency and take the property in "as is" condition or this contract shall become void. The purchaser may remove this contingency at any time without cause.

17. BINDING EFFECT. It is further agreed by and between the parties hereto that the covenants and agreements herein contained shall inure to the benefit of and be binding upon the parties and their respective heirs, executors, administrators and assigns.

18. INSURANCE & INDEMNIFICATION. Buyer agrees to maintain during this Agreement liability insurance of at least \$1 million which names the Seller as an additional insured and which provides the Seller with prior notification of any policy cancellation. Buyer must provide proof of insurance to Seller before beginning repairs. Buyer agrees to indemnify and hold Seller harmless from and against any and all claims, demands, actions, and damages of any kind whatsoever arising from Buyer's rehabilitation of the Real Estate.

19. ASSIGNMENT. Buyer shall not assign his interest in this agreement without the prior, written consent of Seller.

Dated: May 20, 2024

Michael Boyd

City of Eagle Grove, Seller
By: Michael Boyd, Mayor

Bryce Davis

City of Eagle Grove, Seller
By: Bryce Davis, City Clerk

STATE OF IOWA, WRIGHT COUNTY, SS:

On this 24th day of May, , before me, a Notary Public in and for the State of Iowa, personally appeared Michael Boyd and Bryce Davis, to me personally known, who, being by me duly sworn, did say that they are the Mayor and City Clerk of the City of Eagle Grove, Iowa; and that the instrument was signed on behalf of the corporation, by authority of its City Council, as contained in Resolution 2024-64 adopted by the City Council on the 20th day of May, and that Michael Boyd and Bryce Davis acknowledged the execution of the instrument to be their voluntary act and deed and the voluntary act and deed of the corporation, by it voluntarily executed.

Carmel Marquez
Carmel Marquez, Buyer
Carmelo CM

Amy M Willard
NOTARY PUBLIC

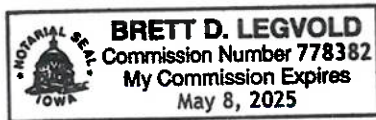


STATE OF IOWA, WRIGHT COUNTY, SS:

This record was acknowledged before me this 20 day of May, 2024, by ~~Carmel~~ Marquez.

Carmelo CM
MB

Brett D Legvold
Signature of Notary Public



BRITT D. LEVOLD
Commission Number: 778382
My Commission Expires
May 8, 2025



**QUIT CLAIM DEED
Recorder's Cover Sheet**

Preparer Information:

Brett D. Legvold(mg), P.O. Box 644, Humboldt, Iowa 50548
Phone: (515) 332-4093

Taxpayer Information:

~~Carmel~~ Marquez, 416 S Cadwell, Eagle Grove, IA 50533

Carmelo

Return Document To:

~~Carmel~~ Marquez, 416 S Cadwell, Eagle Grove, IA 50533

Carmelo

Grantors:

City of Eagle Grove by; Michael Boyd, Mayor

City of Eagle Grove by: Bryce Davis, City Clerk

Grantees:

~~Carmel~~ Marquez

Carmelo

Legal Description: See Page 2

Document or instrument number of previously recorded documents: NA

QUIT CLAIM DEED

Carmelo MB

For the consideration of One and no/100--- Dollar(s) and other valuable consideration, the City of Eagle Grove, an Iowa municipal corporation, does hereby Quit Claim to Carmelo Marquez, all its right, title, interest, estate, claim and demand in the following described real estate in Wright County, Iowa:

A tract in Outlot 2 of the Auditor's Plat of the Southwest Quarter of the Northwest Quarter of Section 27, Township 91 North, Range 26, West of the 5th P.M., Wright County, Iowa, described as follows: Beginning at the point of intersection of the West line of Outlot 2 and the South line of 3rd Street North, (formerly Johnson Street in the Town of Eagle Grove, Iowa) which point is 340.3 feet North of the Southwest corner of said quarter, thence East along said South line for 50 feet, thence South for 129.62 feet, thence West for 50 feet to a point on the West line of said Outlot 2, thence North along said West line for 128.8 feet to the point of beginning.

There is no known private burial site, well, solid waste disposal site, underground storage tank, hazardous waste, or private sewage disposal system on the property as described in Iowa Code Section 558.69, and therefore the transaction is exempt from the requirement to submit a groundwater hazard statement.

The grantor is a governmental or political subdivision of the State of Iowa, so this transaction is exempt from transfer tax under Iowa Code § 428A.2(6).

Dated: May 24, 2024.

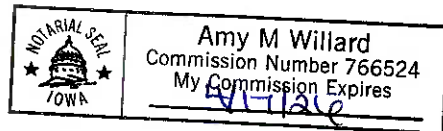
Michael Boyd
City of Eagle Grove
by: Michael Boyd, Mayor, Grantor

Bryce Davis
City of Eagle Grove
by: Bryce Davis, City Clerk, Grantor

STATE OF IOWA, COUNTY OF WRIGHT

This record was acknowledged before me on May 24, 2024 by Michael Boyd, as Mayor, and Bryce Davis, as City Clerk, of the City of Eagle Grove, Iowa.

Amy M Willard
Signature of Notary Public



Carmelo
Return To: ~~Carmel~~ Marguez, 416 S Cadwell, Eagle Grove, IA 50541
Taxpayer: ~~Carmel~~ Marguez, 416 S Cadwell, Eagle Grove, IA 50541
Preparer: Brett D Legvold, P.O. Box 644, Humboldt, IA 50548, Phone: 515-332-4093



ESCROW FOR DEED AND ABSTRACT

TO: BRETT D LEGVOLD, ESCROW AGENT:

We/I hereby deliver to you in escrow the following legal documents and papers:

Quit Claim Deed dated on May 20, 2024

(with said deed approved as to form by the Buyers), for the following described real property, to-wit:

A tract in Outlot 2 of the Auditor's Plat of the Southwest Quarter of the Northwest Quarter of Section 27, Township 91 North, Range 26, West of the 5th P.M., Wright County, Iowa, described as follows: Beginning at the point of intersection of the West line of Outlot 2 and the South line of 3rd Street North, (formerly Johnson Street in the Town of Eagle Grove, Iowa) which point is 340.3 feet North of the Southwest corner of said quarter, thence East along said South line for 50 feet, thence South for 129.62 feet, thence West for 50 feet to a point on the West line of said Outlot 2, thence North along said West line for 128.8 feet to the point of beginning.

from the undersigned Seller(s) to the undersigned Buyer(s).

Real estate Contract hereinafter referred to for the sale of said real estate (original or exact reproduction).

All, except the real estate contract is for delivery to said grantees **when and only when** said contract between said Sellers and Buyers is fully performed.

The delivery of this deed and abstract is a completed delivery and unconditional, absolute

and irrevocable except under the conditions following:

- a) Forfeiture or foreclosure of the contract as provided by law.
- b) Other devolution of the title or interest in said property, or change in the legal status of some of the parties which makes the escrowed deed useless.
- c) All parties **or successors in interest** give the escrow agent specific directions in writing canceling this escrow agreement or modifying its terms.
- d) An adjudication by any court of competent jurisdiction ordering a variance in the original terms of the escrow agreement or ordering its cancellation.

In the event of (a) (b) (c) or (d) above, the escrow shall be considered terminated and, unless otherwise ordered by the court as in (d) above or directed by the agreement of the parties as in (c) above, the escrowed papers and documents shall be returned to the Sellers, or their successors in interest, whereupon the duties of the Escrow Agent are terminated.

If the Buyers fully perform and are, at the time of such performance, entitled to the documents as a part of their chain of title, the Escrow Agent shall deliver same to Buyers. This authority shall include a delivery of said papers to a transferee authorized in writing by the Buyers.

Information in writing to Escrow Agent by either the Sellers or their representative that the Real Estate Contract is paid in full shall be complete and sufficient authority to deliver said documents to the Buyers.

The Escrow Agent shall have no responsibility whatever to see that Buyers and Sellers perform any of the terms of said contract between them, nor keep in force any insurance. Responsibility is limited to effecting the transfer of said papers and documents as herein expressly directed and agreed.

All parties shall share any reasonable expense of the Escrow Agent for services, legal or otherwise, necessarily incurred in carrying out his duties as such.

This escrow, power, authority, and direction may similarly be used by any and all members of your firm or successors thereof. You may at any time discharge your responsibility to the sellers and buyers or their respective successors in interest, by thirty (30) days actual notice to them, or written notice addressed to their last known address, of your election to do so. Your responsibility will terminate upon delivery of the papers to any successor escrow agent then designated by the parties or, in default of such designation, by return of the papers to the party depositing them.

Dated at Arends, Lee, Emick, Legvold & Myott, on May 20, 2024

City of Eagle Grove, an Iowa municipality

By Michael Boyd
Michael Boyd, City Clerk

Carmelo Marguez
Carmelo Marguez, Buyer
Carmelo

STATE OF IOWA, COUNTY OF Wright

This record was acknowledged before me on May 24, 2024,
by Michael Boyd, as Mayor, of City of Eagle Grove, an Iowa municipality.



Amy M Willard
Signature of Notary Public

STATE OF IOWA, COUNTY OF Wright

This record was acknowledged before me on May 20, 2024 by
~~Carmel~~ Marguez.
Carmelo



Brett D Legvold
Signature of Notary Public

BRITT D. EGVOLD
Commission Number 176183
My Commission Expires
MAY 8, 2025



RECEIPT

The undersigned hereby acknowledge(s) receipt of the above-described legal documents as above designated, agree(s) to act as Escrow Agent for said transaction and to perform pursuant to instruction as above directed.

Dated at Arends, Lee, Emick, Legvold & Myott, on May 20, 2024

Law Firm: Arends, Lee, Emick, Legvold & Myott, PLC

By: 
Brett D Legvold, Escrow Agent

**AFFIDAVIT OF COMPLIANCE
SECTION 2.1 OF THE IOWA LAND TITLE STANDARDS**

Return To: Brett D Legvold, P.O. Box 644, Humboldt, IA 50548
Taxpayer: City of Eagle Grove, Iowa, PO Box 165, Eagle Grove, IA 50533
Preparer: Brett D Legvold, P.O. Box 644, Humboldt, IA 50548, Phone: 515-332-4093

STATE OF IOWA, COUNTY OF WRIGHT

The Undersigned, first being duly sworn (affirmed) upon oath, deposes and states: The City of Eagle Grove, Iowa ("City") is record titleholder of the following-described real estate situated in Wright County, to-wit:

A tract in Outlot 2 of the Auditor's Plat of the Southwest Quarter of the Northwest Quarter of Section 27, Township 91 North, Range 26, West of the 5th P.M., Wright County, Iowa, described as follows: Beginning at the point of intersection of the West line of Outlot 2 and the South line of 3rd Street North, (formerly Johnson Street in the Town of Eagle Grove, Iowa) which point is 340.3 feet North of the Southwest corner of said quarter, thence East along said South line for 50 feet, thence South for 129.62 feet, thence West for 50 feet to a point on the West line of said Outlot 2, thence North along said West line for 128.8 feet to the point of beginning,

The City resolved to sell said property and published due notice of intent to dispose of said real property pursuant to the relevant Iowa Code Sections. Said resolution setting hearing, resolution approving the execution of the conveyance, and proof of publication of notice of intent to dispose of the real property are attached to this Affidavit for filing of record.

Dated: May 24, 2024 By: Bryce Davis
Bryce Davis, City Clerk

Signed and sworn to (or affirmed) before me on May 24, 2024, by Bryce Davis, City Clerk, City of Eagle Grove, Iowa.

Amy M Willard
Signature of Notary Public

