

AGREEMENT FOR THE PURCHASE AND REMOVAL OF BARN

This Agreement for the Purchase and Removal of a Barn is by and between the City of Ankeny ("City") and Barnboards & Salvage ("Purchaser"), (collectively the "Parties") to be effective the ____ day of _____, 2017 and is as follows:

WHEREAS, City is the owner of a barn located at 2055 NW Irvinedale Drive, Ankeny, Iowa 50023, and;

WHEREAS, City no longer needs the barn for city purposes and wishes to sell the building; and

WHEREAS, Purchaser was the successful bidder on the barn at a price of Three Hundred dollars (\$300.00);

WHEREAS, City and the Purchaser desire to formalize an agreement of sale of the barn and removal of the building from City property by the Purchaser.

NOW THEREFORE, by this Agreement it is mutually understood and agreed by the Parties as follows:

1. City agrees to permit Purchaser to come upon City property and remove the barn located at 2055 NW Irvinedale Drive, Ankeny, Iowa.
2. Purchaser agrees, within seventy-two (72) hours of the execution of this Agreement, to remit \$300.00 (the "Purchase Price") to City as payment for the barn. The Parties understand and agree that no City resources shall be used in the removal process.
3. Purchaser agrees to remove all material from the site except for foundation materials (stone, concrete, and mortar), shingles and roof sheeting, and any unusable rotting wood. All materials remaining on site shall be left in an organized fashion so as not to create unexpected hazards on the City's property. Removal of the building shall be complete no later than July 24, 2017.
3. Purchaser shall ensure that the removal and transport of the building proceeds in a safe and orderly manner, City personnel shall be permitted to observe the removal process and if during removal City, in its sole discretion, determines that the Purchaser is employing unsafe removal methods, City shall be permitted to stop the work until the safety issues have been resolved to the satisfaction of City personnel.
4. Purchaser understands and agrees that City is making no warranties as to the condition of the building or the City's property. Purchaser shall assume all risk of injury and property damage to himself or herself and any employees, volunteers and contractors and City shall at no time be responsible for any injury or property damage arising from the removal and transport of the building or materials.

PURCHASER FURTHER AGREES TO INDEMNIFY AND HOLD HARMLESS CITY, ITS AGENTS AND EMPLOYEES FROM ANY PERSONAL INJURY, INCLUDING DEATH, OR PROPERTY DAMAGE THAT ARISES FROM PURCHASER'S OR PURCHASER'S CONTRACTORS, EMPLOYEES OR VOLUNTEERS WORK, USE OF THE PROPERTY, OR REMOVAL OF BUILDINGS CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OR INTENTIONAL ACTS OF PURCHASER, HIS OR HER EMPLOYEES, VOLUNTEERS, OR CONTRACTORS.

Purchaser hereby agrees to release the City and its officers, employees and agents (collectively referred to as "Releasees") from any and all liability arising from participation in any and all of the removal activities. This release waives all claims whatsoever, known or unknown, which may arise by virtue of participation in the activity, including injury or death to self, damage to property, however such claim may arise, including but not limited to breaches of duty (such as breach of duty of care) and acts of current or future negligence by Releasees. This release waives any claims whatsoever against the Releasees arising from the actions of any other participant in the activity or any other third party.

5. If at any time, City determines that Purchaser is in breach of this agreement, City shall have the right, upon three (3) days' written notice to Purchaser, to terminate this contract. In the event City terminates this Agreement in accordance with this paragraph, Purchaser shall have no right to or interest in the buildings and will forfeit all amounts paid.

6. The parties agree that by entering into this agreement neither party is waiving or intends to waive any of its immunities under state or federal law.

7. All notices to either party by the other required under this Agreement shall be delivered personally or sent by certified or U.S. mail, postage prepaid, addressed to such party at the following respective addresses:

City of Ankeny
Attn: Paul Moritz
410 West First Street
Ankeny, Iowa 50023

Barnboards & Salvage
Attn: Joe & Amy Oxenford
413 Maple Street
West Des Moines, IA 50265

All notices shall be deemed given on the date so delivered or so deposited in the mail, unless otherwise provided herein. Either party hereto may change the above address by sending written notice of such change to the other in the manner provided herein.

10. This agreement shall be construed under and in accordance with the laws of the State of Iowa. Any legal actions regarding the parties' obligations under this agreement must be filed in Polk County, Iowa.

11. This Agreement constitutes the sole and only agreement of the parties hereto and supersedes any prior understandings or written or oral agreements between the parties respecting the subject matter hereof.

12. Purchaser shall not assign or otherwise transfer its rights or obligations under this agreement except with the prior written consent of City.

CITY

By: _____
Gary Lorenz, Mayor

_____ Date

PURCHASER

By: _____

_____ Date

Typed or printed name