

THIS AGREEMENT made and entered into on this 2nd day of June, 1972, by and between COUNTRY CLUB INVESTMENT COMPANY, a limited partnership, hereinafter referred to as "Seller", and JERRY A. GADDIS, hereinafter referred to as "Buyer".

WHEREAS, Seller owns certain real estate hereinafter described; and

WHEREAS, Buyer desires to construct multifamily housing units on said real estate.

NOW, THEREFORE, in consideration of the payment, conditions and covenants hereinafter provided for, the parties agree as follows:

1. Buyer pays herewith the sum of \$5,000 to the Seller, the receipt of which sum is hereby acknowledged by Seller, and Seller hereby grants to Buyer the right and option, upon the terms and conditions hereinafter set forth, to purchase the following described real estate, to-wit:

Beginning 225.0 Ft. S-88°-28'-E of the Northwest corner of Lot 8, Golf & Country Club Plat 10, an Official Plat now included in and forming a part of the City of West Des Moines, Iowa; Thence S-88°-28'-E, along the northerly side of said lot 8, 115.90 Ft.; Thence S-83°-32'-E, along the northerly side of said lot 8, 533.65 Ft.; Thence S-88°-28'-E, along the northerly side of said lot 8, 435.37 Ft.; Thence S-0°-19'-E, 828.52 Ft. to a point on the southerly side of said lot 8; Thence N-45°00'-W, along the southerly side of said lot 8, 239.84 Ft.; Thence Northwesterly, along the southerly side of said lot 8 and along a 260 ft. radius curve concave southerly, 197.25 Ft.; Thence N-88°-28'-W, along the southerly side of said lot 8, 617.05 Ft.; Thence S-0°-00', 60.00 Ft. to the Northeast corner of lot 7, Golf & Country Club Plat 10; Thence N-88°-28'-W, along the north side of said lot 7, 125.00 Ft.; Thence N-0°-00', 271.06 Ft.; Thence N-0°-19'-E, 426.8 Ft. to the point of beginning.

All of said parcel being a part of Lot 8, Golf & Country Club Plat 10 an Official Plat now included in and forming a part of the City of West Des Moines, Polk County, Iowa and contains approximately 16.0001 Acres.

In the event on or before the 2nd day of September, 1972, Buyer shall have presented for preliminary approval its plan of development of the above described real property and shall have applied for financing, then Buyer shall be entitled to three consecutive thirty-day extensions of this option. Each such extension may be exercised by the delivery to Seller of the sum of \$1,000 on or before the day preceeding the commencement of such thirty-day extension period. The said sum of \$5,000, together with all sums paid upon execution of any of the extensions above described, is given in consideration for the granting of this option and shall be applied as a credit to the purchase price required to be paid to Seller hereunder in the event that Buyer exercises the option herein granted, and said sums shall be repaid to the Buyer only as hereinafter provided.

2. Buyer may exercise this option by the mailing of written notice to Seller before the expiration of this option or any extension hereof.

3. In the event Buyer exercises the option to purchase said real estate, the purchase price shall be the sum of \$360,000.00 to which amount shall be credited all sums heretofore paid by Buyer to Seller.

4. The real estate conveyed under this agreement shall be conveyed by good and sufficient warranty deed, free and clear of all liens and encumbrances. Real estate taxes for the year 1972 due and payable in 1973 shall be prorated to the 2nd day of September, 1972, or to the date of the delivery of such warranty deed from Seller to Buyer prior to the 2nd day of September, 1972, whichever event occurs earlier.

5. The consideration paid by the Buyer for the option granted under this agreement is subject to the following conditions:

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(a) Buyer's ability to secure sufficient financing to construct Buyer's contemplated multifamily housing project.

(b) Approval of Buyer's development plans by the proper governmental authorities, including without limitation any necessary approval of any city planning body and the issuance of an appropriate building permit.

(c) The obtaining of proper zoning classification for the above described real estate, which zoning shall permit multifamily housing units with a density of not less than 24 units per acre.

(d) The existence of sewer service adequate to serve the multifamily dwellings contemplated by Buyer and Buyer's ability to obtain water service which is in the opinion of Buyer adequate to serve the multifamily dwellings contemplated by Buyer. Buyer agrees to pay for tap fees and hook-up charges not to exceed \$500. In the event such tap fees and hook-up charges exceed \$500, Seller agrees on demand to reimburse Buyer for any such charges in excess of \$500. Notice is taken that the City of West Des Moines proposes to establish a new water district and that a 10 inch main will be extended along the north edge of Office Park Road to a point approximately 40 feet east of the west line of Lot 10 of Golf & Country Club Plat 10, City of West Des Moines, Polk County, Iowa, and thence north through the above described property. Seller agrees to pay any assessment levied for such improvement and any and all costs which may be incurred by reason of such assessment including without limitation legal fees and costs incurred in contesting the amount of any such assessment.

In the event the conditions set forth in subparagraphs (a), (b), (c) and (d) are not met or waived by Buyer prior to the expiration of this option or any extension hereof, then the \$5,000 paid herewith together

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with any and all sums paid for any extension hereof shall be immediately returned to Buyer and both parties shall be completely released from this agreement.

6. The Seller grants to the Buyer the right to enter upon the above described real estate at any time prior to the closing for the purpose of making surveys, engineering studies, soil tests and any other tests or studies which the Buyer may deem necessary in connection with the development of the real property.

7. Within ten (10) days after the Buyer has exercised this option as hereinabove provided, the Seller, at its own expense, shall deliver to the Buyer or to the Buyer's attorney an abstract of title covering the property described above continued down to date showing the Seller's title to be good and marketable or insurable. The Buyer shall then have 30 days in which to examine the title and to accept the same if the title is good and marketable or insurable. If the abstract of title fails to disclose the title of the Seller to be good and marketable or insurable, the Buyer shall notify the Seller in writing of any defects within such 30 days, and the Seller shall have a reasonable time (but not more than 30 days) in which to make the title good and marketable or insurable and shall use due diligence in an effort to do so. If, after using due diligence, the Seller is unable to make the title good and marketable or insurable within such reasonable time, it shall be at the option of the Buyer either to accept the title in its existing condition with no further obligation on the part of the Seller to correct any defect or to cancel this agreement. If this agreement is thus cancelled, all money paid by the Buyer to the Seller upon the execution of this agreement shall be returned to

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*RWD*  
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the Buyer and this agreement shall terminate without further obligation of either party to the other. If title insurance is to be used, the cost of such insurance shall be borne by Buyer.

8. The closing under this agreement shall take place at Des Moines, Iowa in the office of Robert E. Dreher located at 500 Stephens Building, on the fifth day after the Buyer's acceptance of the title (or on the fifth day after the Seller has made the title good and marketable or insurable as hereinabove provided). If such fifth day falls on a Saturday or a Sunday, the closing shall take place on the following Monday. The Seller shall deliver possession to Buyer upon closing.

9. In the event that Buyer exercises the option as hereinabove provided, the purchase price shall be paid as follows:

\$5,000 paid herewith on the execution of this contract and the balance of \$355,000.00 less any sums paid by Buyer to Seller for the extension of this option shall be paid at the time of closing.

10. Seller agrees to grant to Buyer upon closing a non-exclusive easement for the purpose of ingress and egress to and from the above described real estate over all of Lot 10 of Golf & Country Club Plat 10, City of West Des Moines, Polk County, Iowa. Such easement shall be perpetual and for the use and benefit of Buyer, his heirs and assigns. Seller warrants that Seller has authority to grant such an easement free and clear of any and all liens and encumbrances and agrees within 30 days after the execution hereof to furnish an abstract of title covering Lot 10 of Golf & Country Club Plat 10, City of West Des Moines, Polk County, Iowa, for the inspection of Buyer. Seller may at any time hereafter deed or dedicate all or any portion

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of said Lot 10 to the City of West Des Moines for public street purposes free and clear of such easement.

11. Buyer agrees to grant to Seller upon closing or allow Seller to reserve an easement 30 feet in width running from the west boundary line of the described real estate and adjacent to the north boundary line of said real estate, east to the first manhole cover which represents the end of the existing sewer line. Said easement shall be granted for the purpose of allowing Seller to connect with the existing sewer line in order to provide sewer service to the real property adjoining the above described real estate on the west.

12. Buyer shall give Seller written notice of intent to commence construction 30 days prior to commencement of construction of the multifamily housing project. Upon receipt of such notice, Seller may remove the sod from the above described real estate. All such removal work shall be completed by the time said construction is to commence and Seller shall not allow any debris or other hinderances resulting from such removal to remain on said real estate past the date construction is to commence.

13. Buyer agrees that the south 60 feet of the west 125 feet of the above described real estate, which parcel abuts the west line of Lot 10, may be used for future street purposes. Buyer agrees to convey such parcel to the City of West Des Moines for street purposes at the time of platting or development of all or any part of said Lots 7 and 8 by Seller. Buyer further agrees to pay for 1/2 of the cost of grading and paving such future street over said 60' x 125' tract and over a connecting tract 500.4' x 60' located in Lot 7 of Golf & Country Club Plat 10, City of West Des Moines, Polk County, Iowa.

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Buyer shall also pay 1/2 of the engineering costs involved in constructing said future street, provided, however, that Buyer's share of the engineering costs shall not exceed 2% of the construction cost and if 1/2 of the engineering costs is less than 2% of the construction cost, then Buyer shall only be obligated to pay such lesser amount. Buyer shall pay his 1/2 of said construction and engineering costs upon completion of the street. Buyer shall not be required to pay for any cost which may be incurred in conjunction with the construction of said street due to the laying or relocating of electrical, water, sewer, telephone or gas lines. Construction of the street through the south 60' of the west 125' of the above described real estate and through Lots 7 and 8 now owned by Seller shall commence as soon as practicable after the exercise of this option by Buyer.

14. This agreement may be assigned by the Buyer in whole or in part upon giving notice in writing to the Seller.

15. Any notice required to be given under the terms of this agreement shall be deemed to have been given upon the deposition of the same in the United States mails, postage prepaid, addressed to the Seller at 500 Stephens Building, Des Moines, Iowa, and to the Buyer at 3730 East Kellogg, Wichita, Kansas, until such time as the parties hereto shall designate in writing any other address.

16. The Seller shall pay any and all real estate commissions arising out of this real estate transaction.

17. Upon approval hereof by the Seller this option shall become binding upon the Seller and the Buyer and shall inure to the benefit of the heirs, successors and assigns of the respective parties hereto.

18. In the event after the exercise of the option hereby granted Buyer shall fail to perform any obligation under this agreement, then Seller shall in addition to any and all other remedies

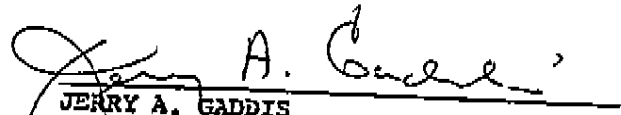
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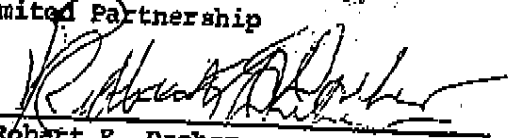
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provided by law have the right to forfeit this contract as provided by Chapter 656 of the Iowa Code.

19. Buyer agrees to proceed expeditiously to secure approval of his plan of development, apply for financing, assure himself of adequacy of water and sewer, and shall report to Seller the status of Buyer's progress in securing the same as of July 1, 1972 and each month thereafter during the option period. In the performance of all of the provisions of this Agreement, Buyer and Seller agree that time shall be of the essence.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed on the day and year above stated.

  
JERRY A. GADDIS  
- Buyer -

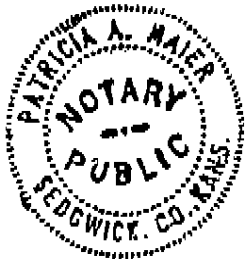
COUNTRY CLUB INVESTMENT CO.,  
A Limited Partnership  
By   
Robert E. Dreher,  
General Partner  
- Seller -

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STATE OF KANSAS     )  
COUNTY OF SEDGWICK ) SS:

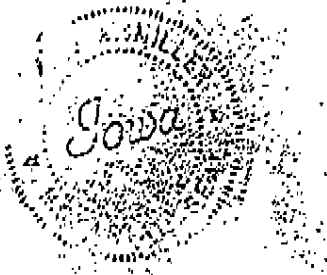
On this 16th day of June, A.D., 1972, before me, the undersigned, a Notary Public in and for said County, in said State, personally appeared JERRY A. GADDIS, to me known to be the identical person named in and who executed the within and foregoing instrument and acknowledged that he executed the same as his voluntary act and deed.



Patricia A. Maier  
Notary Public in and for said County  
*My commission expires - 3-29-76*

STATE OF IOWA     )  
COUNTY OF POLK    ) SS:

On this 2nd day of June, A.D., 1972, before me, the undersigned, a Notary Public in and for said County, in said State, personally appeared ROBERT E. DREHER, General Partner of Country Club Investment Co., a Limited Partnership, to me known to be the identical person named in and who executed the within and foregoing instrument and acknowledged that he executed the same as his voluntary act and deed.



Edward A. Miller  
Notary Public in and for said County