Book 2005 Page 2405

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DEBORAH L. PEYTON, RECORDER/REGISTRAR
DELAWARE COUNTY IOWA

CHG

Valerie Goethals, Right of Way Office, Iowa Dept. of Transportation, 800 Lincolnway, Ames, IA 50010, 515-239-1361
Form 634-012 (Rev. 6/04) D-3.001

Iowa Department of Transportation
PURCHASE AGREEMENT

PARCEL NO. 001 COUNTY Delaware

PROJECT NO. STPN-3-8(38)--2J-28 ROAD NO. 3

SELLER: James Diers Sr. and Verna Mae Diers, Husband and Wife

THIS AGREEMENT entered into this 5th day of July, 2005, by and between Seller and the Iowa Department of Transportation, acting for the State of Iowa, Buyer.

1a. SELLER AGREES to sell and furnish to Buyer a conveyance document, on form(s) furnished by Buyer, and Buyer agrees to buy the following real estate, hereinafter referred to as the premises, situated in parts of the following:
NW1/4 SE1/4, Section 15, Township 90 North, Range 3 West of the 5th P.M.

County of Delaware, State of Iowa, and more particularly described on Page 5, including the following buildings, improvements and other property:
All land, trees, shrubs, landscaping and surfacing attached to the premises sought and described herein

~~1b. SELLER ALSO AGREES to convey to Buyer all of Seller's rights of direct access from the premises to Highway _____;~~

~~excepting and reserving to Seller the right of access at the following locations:~~

1c. SELLER ALSO GRANTS to Buyer a temporary easement as shown on Right of Way Design Plot Plan attached as Page 4, for the purpose of Shaping, and as shown on the project plans for said highway improvement. Said Temporary Easement(s) shall terminate upon completion of this highway project.

1d. The premises also includes all estates, rights, title and interests, including all easements, and all advertising devices and the right to erect such devices as are located thereon. SELLER CONSENTS to any change of grade of the highway and accepts payment under this agreement for any and all damages arising therefrom. SELLER ACKNOWLEDGES full settlement and payment from Buyer for all claims per the terms of this agreement and discharges Buyer from liability because of this agreement and the construction of this public improvement project.

2. Buyer agrees to pay and SELLER AGREES to grant the right of possession, convey title and surrender physical possession of the premises as shown on or before the dates listed below.

PAYMENT AMOUNT	AGREED PERFORMANCE	DATE OF PERFORMANCE
$ 0.00	on conveyance of title	
$ 0.00	on surrender of possession	
$ 5,672.00	on possession and conveyance	60 days after Buyer approval
$ 5,672.00	TOTAL LUMP SUM	

Breakdown	Ac./Sq.Ft.			
Land by Fee Title		acres	Fence: 74	rods woven
Underlying Fee Title		acres	Fence:	rods barbed
Permanent Easement	0.74 acres			
Temporary Easement for Borrow	acres			

3. Each page and attachment is a part of the entire agreement consisting of 5 pages

DISTRIBUTION: TWO COPIES RETURNED TO BUYER (IOWA DOT) -- ONE COPY RETAINED BY SELLER

PARCEL NO. 001 COUNTY Delaware

PROJECT NO. STPN-3-8(38)--2J-28 ROAD NO. 3

4. Possession of the premises is the essence of this agreement and Buyer may enter and assume full use and enjoyment of the premises per the terms of this agreement. SELLER GRANTS Buyer the immediate right to enter the premises for the purpose of gathering survey and soil data. SELLER MAY surrender possession of the premises or building or improvement or any part thereof prior to the time at which he has hereinafter agreed to do so, and agrees to give Buyer ten (10) days notice of Seller's intention to do so by calling Buyer collect.

5. SELLER WARRANTS that there are no tenants on the premises holding under lease except:
N/A

6. This agreement shall apply to and bind the legal successors in interest of the Seller and SELLER AGREES to pay all liens and assessments against the premises, including all taxes and special assessments payable until surrender of possession as required by the Code of Iowa, and agrees to warrant good and sufficient title. Names and addresses of lienholders are:
(none)

7. Buyer may include mortgagees, lienholders, encumbrancers and taxing authorities as payees on warrants issued in payment of this agreement. In addition to the Total Lump Sum, Buyer agrees to pay $100.00 for the cost of adding title documents required by this transaction to Seller's abstract of title. If requested to do so, SELLER WILL deliver to Iowa Department of Transportation, Office of Right of Way, 800 Lincolnway, Ames, IA 50010 an abstract of title to the premises. Buyer agrees to pay the cost of abstract continuation. SELLER AGREES to provide such documents as may be required by Iowa Land Title Standards to convey merchantable title to the Buyer. SELLER ALSO AGREES to obtain court approval of this agreement, if requested by Buyer, in the event title to the premises becomes an asset of any estate, trust, conservatorship or guardianship. Buyer agrees to pay court approval costs and all other costs necessary to transfer the premises to Buyer, but not attorney fees. Claims for such transfer costs shall be paid in amounts supported by paid receipts or signed bills.

8. Buyer agrees that any agricultural drain tiles that are located within the premises and are damaged or require relocation by highway construction shall be repaired or relocated at no expense to Seller. Where Buyer specifically agrees to construct and maintain fence, the fence shall be constructed and maintained for vehicle access control purposes only at no expense to Seller. Buyer shall have the right of entry upon Seller's remaining property along the right of way line, if necessary, for the purpose of connecting said drain tile and constructing and maintaining said fence. Seller may pasture against said fence at his own risk. Buyer will not be liable for fencing private property or maintaining the same to restrain livestock.

9. If Seller holds title to the premises in joint tenancy with full rights of survivorship and not as tenants in common at the time of this agreement, Buyer will pay any remaining proceeds to the survivor of that joint tenancy and will accept title solely from that survivor, provided the joint tenancy has not been destroyed by operation of law or acts of Seller.

10. These premises are being acquired for public purposes and this transfer is exempt from the requirements for the filing of a Declaration of Value by the Code of Iowa.

11. This written agreement constitutes the entire agreement between Buyer and Seller and there is no agreement to do or not to do any act or deed except as specifically provided for herein.

12. Seller states and warrants that, to the best of Seller's knowledge, there is no burial site, well, solid waste disposal site, hazardous substance, nor underground storage tank on the premises described and sought herein except: none.

13. It is understood and agreed that, in addition to the Total Lump Sum shown on Page 1 of this agreement, Buyer agrees to pay Seller for Seller's construction of temporary fencing that is necessary along the Temporary Easement area during the construction period. The Resident Construction Engineer will measure said temporary fence, and payment will be made at the rate of $17.00 per rod for temporary woven wire fence, $13.00 per rod for temporary barbed wire fence, and $ 10.00 per rod for temporary electrical fence.

14. Buyer agrees to pay the cost of 74 rods of woven fencing and 20 corner sets. Payment will be made at the rate of $ 28.00 per rod and $100.00 per corner set and IS INCLUDED in the Total Lump Sum shown on Page 1 of this agreement. Payment will NOT be made for replacement of gates. Seller may salvage any existing gates and/or fencing prior to the construction of this project. Any existing gates and/or fencing not removed shall become the property of the Buyer.

15. Seller is reserved the right to use the drainage structure located at Sta. 724+00 as a stock pass, with the understanding that Buyer will maintain the structure for drainage purposes only and assumes no liability for its use as a stock pass. Buyer will obtain the permit for fencing the right of way.

PARCEL NO. 001 COUNTY Delaware

PROJECT NO. STPN-3-8(38)--2J-28 ROAD NO. 3

SELLER'S SIGNATURE AND CLAIMANT'S CERTIFICATION: Upon due approval and execution by the Buyer, we the undersigned claimants certify the Total Lump Sum payment shown herein is just and unpaid.

X James Diers Sr.
James Diers Sr.

X Verna Mae Diers
Verna Mae Diers

3174 Highway 3

New Vienna, IA 52065

(NOTARY PUBLIC: PLEASE COMPLETE LEFT AND RIGHT SIDES)

SELLER'S ALL-PURPOSE ACKNOWLEDGMENT

STATE OF Iowa }
COUNTY OF Delaware } ss:

On this 14 day of June, A.D. 2005, before me, the undersigned, a Notary Public in and for said State, personally appeared James Diers, Sr. and Verna Mae Diers,

☐ to me personally known

or ☒ proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

(Sign in Ink)

Shirley A. Kent (Print/Type Name)

Notary Public in and for the State of Iowa

My Commission expires 12-20-06

(NOTARIAL SEAL)

SHIRLEY A. KENT
COMMISSION # 177359
MY COMMISSION EXPIRES
12-20-06

CAPACITY CLAIMED BY SIGNER:

☒ INDIVIDUAL
☐ CORPORATE
Title(s) of Corporate Officer(s):

☐ Corporate Seal is affixed
☐ No Corporate Seal procured
☐ PARTNER(s):
  ☐ Limited Partnership
  ☐ General Partnership
☐ ATTORNEY-IN-FACT
☐ EXECUTOR(s) or TRUSTEE(s)
☐ GUARDIAN(s) or CONSERVATOR(s)
☐ OTHER:

SIGNER IS REPRESENTING:

List name(s) of entity (ies) or person(s)

BUYER'S APPROVAL

6.14.5
Recommended by: Project Agent (Date)
Shirley A. Kent

JUL 05 2005
Approved by: Right of Way Director (Date)
Ronald W. Otto

BUYER'S ACKNOWLEDGMENT

STATE OF IOWA: ss On this 5th day of July, 2005, before me, the undersigned, personally appeared Ronald W. Otto, known to me to be a Right of Way Director of Buyer and who did say that said instrument was signed on behalf of Buyer by its authority duly recorded in its minutes, and said Right of Way Director acknowledged the execution of said instrument, which signature appears hereon, to be the voluntary act and deed of Buyer and by it voluntarily executed.

Valerie E. Goethals
Notary Public in and for the State of Iowa

(NOTARIAL SEAL)

VALERIE E. GOETHALS
COMMISSION NO. 190573
MY COMMISSION EXPIRES
JUNE 5, 2006

IOWA DEPARTMENT OF TRANSPORTATION
PROJECT DEVELOPMENT
PLOT PLAN

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Page 4

PARCEL NO.: 001

NER: JAMES DIERS SR. & VERNA MAE DIERS

CTION: 15 &16 T 90 N-R 3W W.

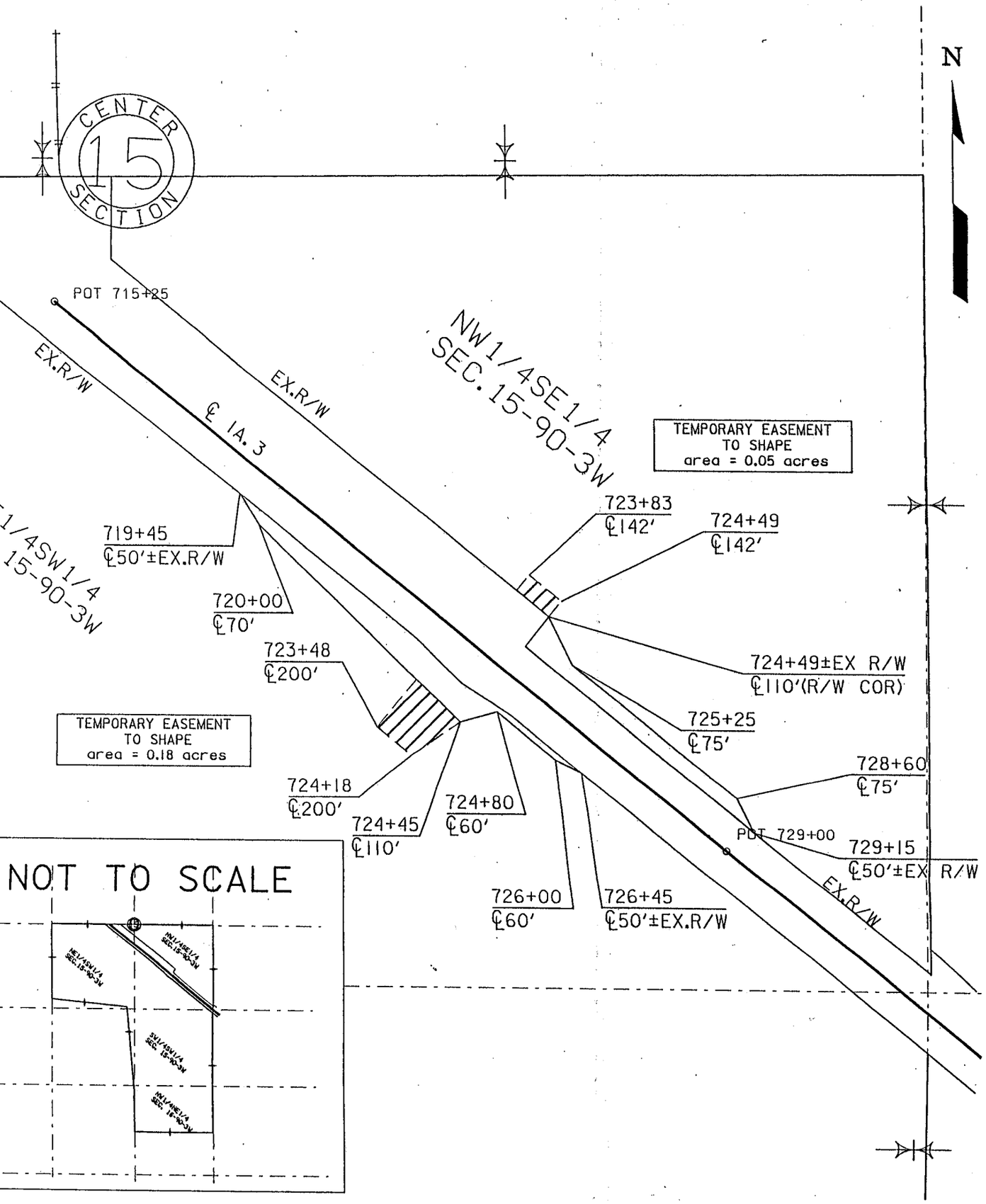
ALE:1"= 200

LEGEND

W.D. OR EASEMENT LINE:

ACCESS LOCATION POINT:

PROPERTY LINE:



NOT TO SCALE

UNTY: DELAWARE

PROJECT NO. STPN-3-8(38)--2J-28

IOWA DEPARTMENT OF TRANSPORTATION
ACQUISITION PLAT
EXHIBIT "A"

Page 5

COUNTY DELAWARE STATE CONTROL NO. _____

PROJECT NO. STPN-3-8(38)--2J-28 PARCEL NO. 1

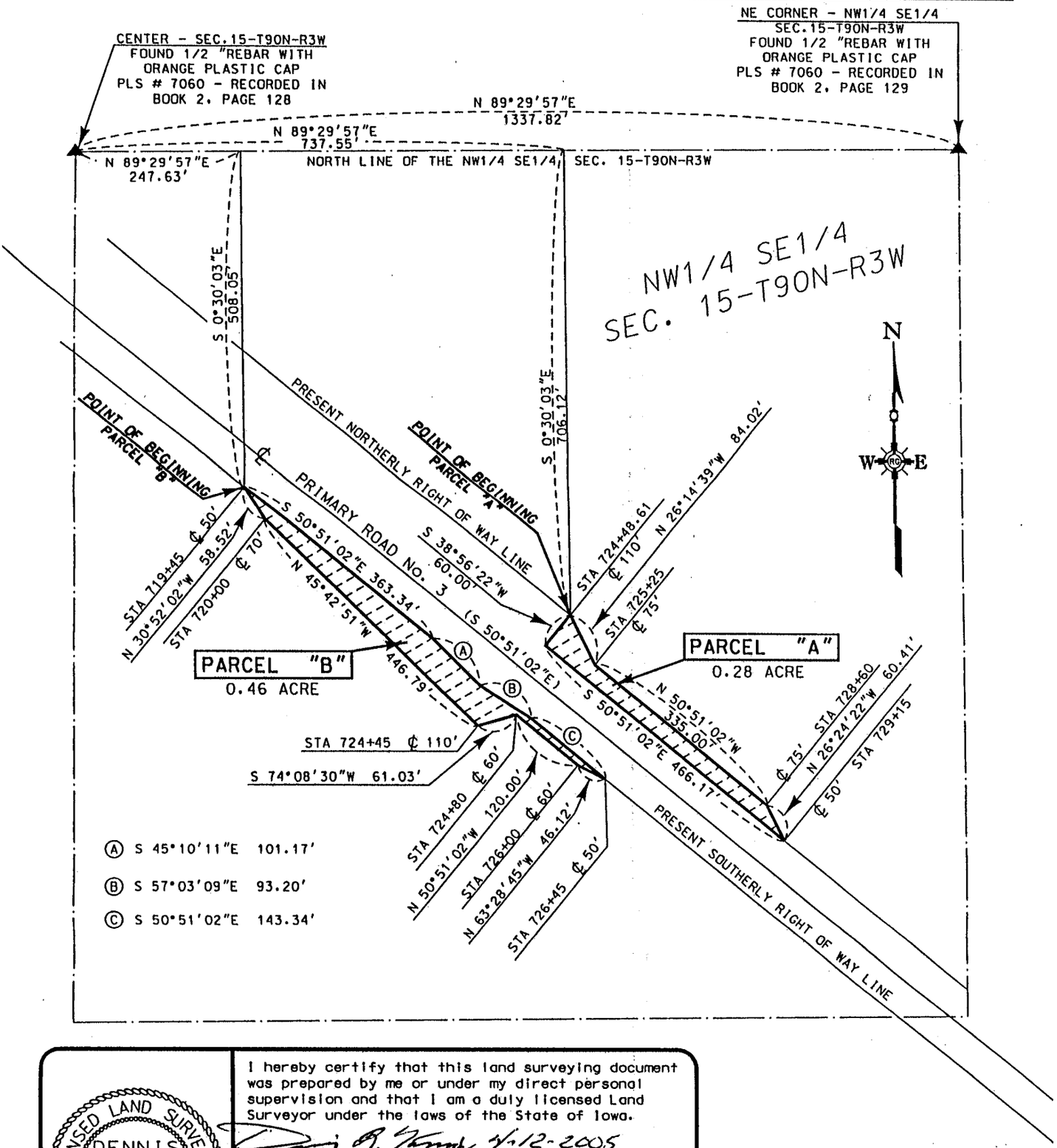
SECTION 15 TOWNSHIP 90 NORTH RANGE 3 WEST

ROW-FEE _____ AC. EASE 0.74 AC EXCESS-FEE _____ AC

ACCESS RIGHTS ACQUIRED - STA _____ STA _____ MAIN LINE _____ SIDE

ACCESS RIGHTS ACQUIRED - STA _____ STA _____ SIDE ROAD _____ SIDE

ACQUIRED FROM _____



LICENSED LAND SURVEYOR
DENNIS R. KUNZE
10679
IOWA

I hereby certify that this land surveying document was prepared by me or under my direct personal supervision and that I am a duly licensed Land Surveyor under the laws of the State of Iowa.

Dennis R. Kunze 4-12-2005

DENNIS R. KUNZE DATE:

License number 10679

My license renewal date is December 31, 2006

Pages covered by this seal: EXHIBIT "A"

0' 100' 200'

DATE DRAWN APRIL 12, 2005 SCALE 1"= 200'