Recorded: 9/17/2014 at 8:00:59.0 AM
Fee Amount: $22.00
Revenue Tax:
Delaware County, Iowa
DEBORAH PEYTON, RECORDER
BK: 2014 PG: 2308

Return to and Prepared by Katie Johnson, Right of Way Office, Iowa Department of Transportation, 800 Lincoln Way, Ames, IA 50010, 515-239-1216

Form 634028 (01-14)

IOWA DOT

Office of Right of Way
www.iowadot.gov
800 Lincoln Way, Ames, Iowa 50010
Phone: 515-239-1135 FAX: 515-239-1247

PURCHASE AGREEMENT

Parcel Number: 4A **County:** Delaware

Project Number: NHSN-20-8(48)--2R-28 **Route Number:** 20

Seller: Philip and Monica Westhoff, husband and wife

THIS AGREEMENT entered into this 15th **day of** September, **2014**
by and between, Seller and the Iowa Department of Transportation, acting for the State of Iowa, Buyer.

1. The Seller agrees to sell and furnish to the Buyer a conveyance document, on form(s) furnished by the Buyer, and the Buyer agrees to buy the following real estate, hereinafter referred to as the premises, in parts of the following: NE1/4NEFrac1/4 of Section 1, Township 88 North Range 3 West, in the County of Delaware, State of Iowa, and more particularly described on page 4, including the following buildings, improvements and other property:

   All land, trees, shrubs, landscaping and surfacing attached to the premises sought and described herein

2. The Buyer agrees to pay, and the 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
	On conveyance of title	
	On surrender of possession	
$56,360.00	On possession and conveyance	90 days after Buyer approval
$56,360.00	**Total Lump-Sum Amount**	

Breakdown	Ac/Sq. Ft.				
Land by fee title to the City of Dyersville	1.23	acres	Fence	33	rods woven
Underlying fee title	0	acres	Fence	0	rods barbed
Permanent easement	0	acres			

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

3. Possession of the premises is the essence of this agreement and the Buyer may enter and assume full use and enjoyment of the premises per the terms of this agreement. The Seller grants the Buyer the immediate right to enter the premises for the purpose of gathering survey and soil data. The Seller may surrender possession of the premises, building, improvement, or any part thereof, prior to the time that he/she has agreed to do so, and agrees to give the Buyer 10 days notice of the Seller's intention to surrender possession by calling the Buyer at 1-866-282-5809.

4. The Seller warrants that there are no tenants on the premises holding under lease, except: None

5. This agreement shall apply to and bind the legal successors in interest of the Seller, and the 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 Iowa Code section 427.2 and agrees to warrant good and sufficient title.

6. The Buyer may include mortgagees, lien holders, encumbrances, and taxing authorities as payees on warrants issued in payment of this agreement. In addition to the total lump-sum payment amount, the Buyer agrees to pay $150.00 for the cost of adding title documents required by this transaction to the Seller's abstract of title. If requested to do so, the Seller will deliver to the Iowa Department of Transportation, Office of Right of Way, 800 Lincoln Way, Ames, IA 50010, an abstract of title to the premises. The Buyer agrees to pay the cost of abstract continuation. The Seller agrees to provide the documents as may be required by Iowa Land Title Standards to convey merchantable title to the Buyer. The Seller also agrees to obtain court approval of this agreement, if requested by the Buyer, in the event title to the premises becomes an asset of any estate, trust, conservatorship or guardianship. The Buyer agrees to pay court approval costs and all other costs necessary to transfer the premises to the Buyer, except attorney fees. Claims for such transfer costs shall be paid in amounts supported by paid receipts or signed invoices.

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

8. If the 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, the 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 the Seller.

9. These premises are being acquired for public purposes. This transfer is exempt from the requirements for the filing of a "Declaration of Value" in accordance with Iowa Code section 428A.1.

10. 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. The Seller consents to any change of grade of the highway and accepts payment under this agreement for any and all damages arising from those changes. The Seller acknowledges full settlement and payment from the Buyer for all claims per the terms of this agreement, and discharges the Buyer from liability because of this agreement and the construction of the public improvement project.

11. The Seller states and warrants that, to the best of the Seller's knowledge, there is no burial site, well, solid waste disposal site, private sewage disposal systems, hazardous substance or underground storage tank on the premises, except: None

12. 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.

13. Buyer hereby gives notice of Seller's five-year right to renegotiate construction or maintenance damages not apparent at the time of the signing of this agreement as required by the Code of Iowa, Section 6B.52.

14. The Buyer agrees to pay the cost of 33 rods of woven wire fencing and 3 corner sets. Payment will be made at the rate of $ 32 per rod and $101 per corner set and is included in the total lump-sum payment amount shown on page 1 of this agreement. Payment will not be made for replacement of gates. The Seller may salvage any existing gates and/or fencing prior to construction of the project. Any existing gates and/or fencing that are not removed shall become the property of the Buyer.

Seller's signature and claimant's certification: Upon due approval and execution by the Buyer, the undersigned sellers/claimants certify the total lump-sum payment amount shown here is just and unpaid.

x Phil Westhoff
Philip ~~Westoff~~ WESTHOFF
3398 221st St.
Dyersville, IA 52040

x Monica Westhoff
Monica ~~Westoff~~ WESTHOFF

This section to be completed by a Notary Public.

SELLER'S ACKNOWLEDGEMENT

STATE OF Iowa }
COUNTY OF DELAWARE } ss:
On this 27th day of AUGUST A.D. 2014
before me, the undersigned, a notary public in and for said state, personally appeared Philip ~~Westoff~~ WESTHOFF and Monica ~~Westoff~~ WESTHOFF

☐ 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.

Edward R Greenman (Sign in ink)
EDWARD R GREENMAN (Print/type name)

Notary Public in and for the State of Iowa
My commission expires 4-6-15
(NOTARIAL SEAL)

NOTARIAL SEAL IOWA
EDWARD R. GREENMAN
COMMISSION NO. 173820
MY COMMISSION EXPIRES
4-6-15

CAPACITY CLAIMED BY SIGNER:

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

☐ Corporate Seal is affixed
☐ No Corporate Seal procured
☐ 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

Recommended by
(Sign in ink): X Edward R Greenman (Date) 8-28-14
Project Agent
(Printed Name): Edward R Greenman

Approved by
(Sign in ink): X Martin J Sankey (Date) SEP 15 2014
Right of Way Director
(Printed Name): Martin J. Sankey

BUYER'S ACKNOWLEDGEMENT

STATE OF IOWA }
COUNTY OF STORY } ss:

On this 15th day of September 2014, before me, the undersigned, personally appeared ROW Director, Martin J. Sankey known to me to be a Right of Way Director of the Buyer and who did say that the instrument was signed on behalf of the Buyer by its authority duly recorded in its minutes, and said right of way director acknowledged the execution of the instrument, whose signature appears hereon, to be the voluntary act and deed of the Buyer, and by it voluntarily executed.

NOTARIAL SEAL IOWA
VALERIE E. GOETHALS
COMMISSION NO. 190573
MY COMMISSION EXPIRES
JUNE 5, 2015
(NOTARIAL SEAL)

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

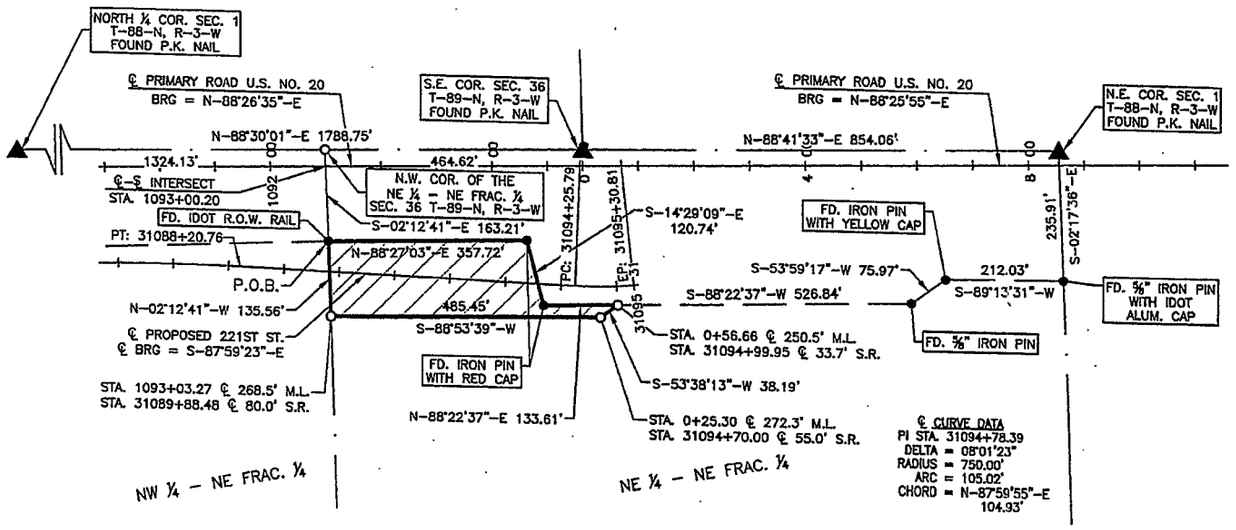
PAGE 4

IOWA DEPARTMENT OF TRANSPORTATION
ACQUISITION PLAT
EXHIBIT "A"

COUNTY DELAWARE
PROJECT NO. NHSN-20-8(48)- -2R-28 STATE CONTROL NO. _____
SECTION 1 TOWNSHIP 88-N PARCEL NO. 4A
ROW-FEE 1.23 AC, EASE _____ AC EXCESS-FEE _____ AC
ACCESS RIGHTS ACQUIRED - STA _____ STA _____ MAIN LINE _____ SIDE
ACCESS RIGHTS ACQUIRED - STA _____ STA _____ SIDE ROAD _____ SIDE

ACQUIRED FROM _____

ACQUIRED IN THE NAME OF THE CITY OF DYERSVILLE





PROFESSIONAL LAND SURVEYOR
MATTHEW W. KRAUSE
15981
IOWA

I hereby certify that this land surveying document was prepared and the related survey work was performed 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.

MATTHEW W. KRAUSE LICENSE NO. 15981 DATE 2/28/14

My license renewal date is December 31, 2015.

Pages or sheets covered by this seal: 1 OF 1

AREA
1.23 ACRES

LEGEND
- O SET ½" X 36" REBAR WITH ORANGE CAP #15981
- ▲ SECTION CORNER, AS NOTED
- ● FOUND, AS NOTED

DATE DRAWN FEBRUARY 28, 2014 SCALE 1" = 300'