Recorded: 9/22/2014 at 10:08:13.0 AM
Fee Amount: $22.00
Revenue Tax:
Delaware County, Iowa
DEBORAH PEYTON, RECORDER
BK: 2014 PG: 2354

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 634010 (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

TEMPORARY EASEMENT PURCHASE AGREEMENT

Parcel Number: 3A **County:** Delaware

Project Number: NHSN-020-8(48)--2R-28 **Route Number:** Hwy 20

Seller: Dyersville Industries, Inc.

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. Seller grants to the Buyer a temporary easement upon Seller's real estate, hereinafter referred to as the premises, situated in parts of the following: Part of the NE 1/4 of the NE 1/4 of Section 2, Township 88 North, Range 3 West, in the County of Delaware, State of Iowa, and more particularly described on page 4, for the purpose of Shaping and shown on the project plans for said highway improvement. 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, and the following buildings, improvement and other property: All land, trees, shrubs, landscaping and surfacing attached to the premises sought and described herein. Also included is a commercial, 2 post, advertising sign.

   Seller consents to any change of grade of the highway and accepts payment under this agreement for any and all damages arising from a change. 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 construction of this public improvement project.

2. The Buyer agrees to pay to the Seller the total lump-sum payment of $750.00, 60 Days After Buyer's Approval. Seller agrees to grant possession of the premises upon payment. The Buyer may include mortgagees, lien holders, encumbrances, and taxing authorities as payees on agreement payment warrants.

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

4. It is agreed that the right of temporary easement granted by this agreement shall terminate upon the completion of the highway project.

5. This agreement shall apply to and bind the legal successors in interest of the Seller. The Seller agrees to warrant good and sufficient title.

6. If this agreement is recorded, 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. The Seller agrees to obtain court approval of this agreement, if requested by the Buyer, if title to the premises becomes an asset of any estate, trust, conservatorship or guardianship. The Buyer agrees to pay court approval and all other costs necessary to transfer the premises to the Buyer, with the exception of

attorney fees. Claims for transfer costs shall be paid in amounts supported by paid receipts or signed invoices.

7. Buyer agrees that any agricultural drain tiles 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 only at no expense to the Seller. The Buyer shall have 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 the same to restrain livestock.

8. 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.

9. 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.

10. 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.

11. 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.

12. It is understood and agreed that the 2 post commercial sign located in temporary easement area is reserved back to the Sellers, if removed by January 1, 2015

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.

Dyersville Industries, Inc.

By X _____ By X _____

Dave Schroeder, President
1100 16th Avenue Court Southeast
Dyersville, IA 52040

Steve Salter, Secretary

This section to be completed by a Notary Public.

SELLER'S ACKNOWLEDGEMENT

STATE OF IOWA }
COUNTY OF Dubuque } ss:
On this 15th day of August A.D. 2014
before me, the undersigned, a notary public in and for said state, personally appeared Dave Schroeder & Steve Salter

☒ 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.

Jacque K. Rahe (Sign in ink)
Jacque K. Rahe (Print/type name)

Notary Public in and for the State of Iowa
My commission expires 9-28-2016
(NOTARIAL SEAL)

JACQUE K. RAHE
Commission Number 712820
My Comm. Exp. 9/28/16

CAPACITY CLAIMED BY SIGNER:

☐ INDIVIDUAL
☒ CORPORATE
Title(s) of Corporate Officer(s):
Dave Schroeder, President
Steve Salter, Secretary

☐ 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)
Dyersville Industries, Inc.

BUYER'S APPROVAL

Recommended by
(Sign in ink): X Edward R. Greenman (Date) 8-21-14
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.

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
PROJECT DEVELOPMENT
PLOT PLAN

3102001010\row\31020202.SED(MODELS) 003A

PARCEL NO.: 3A

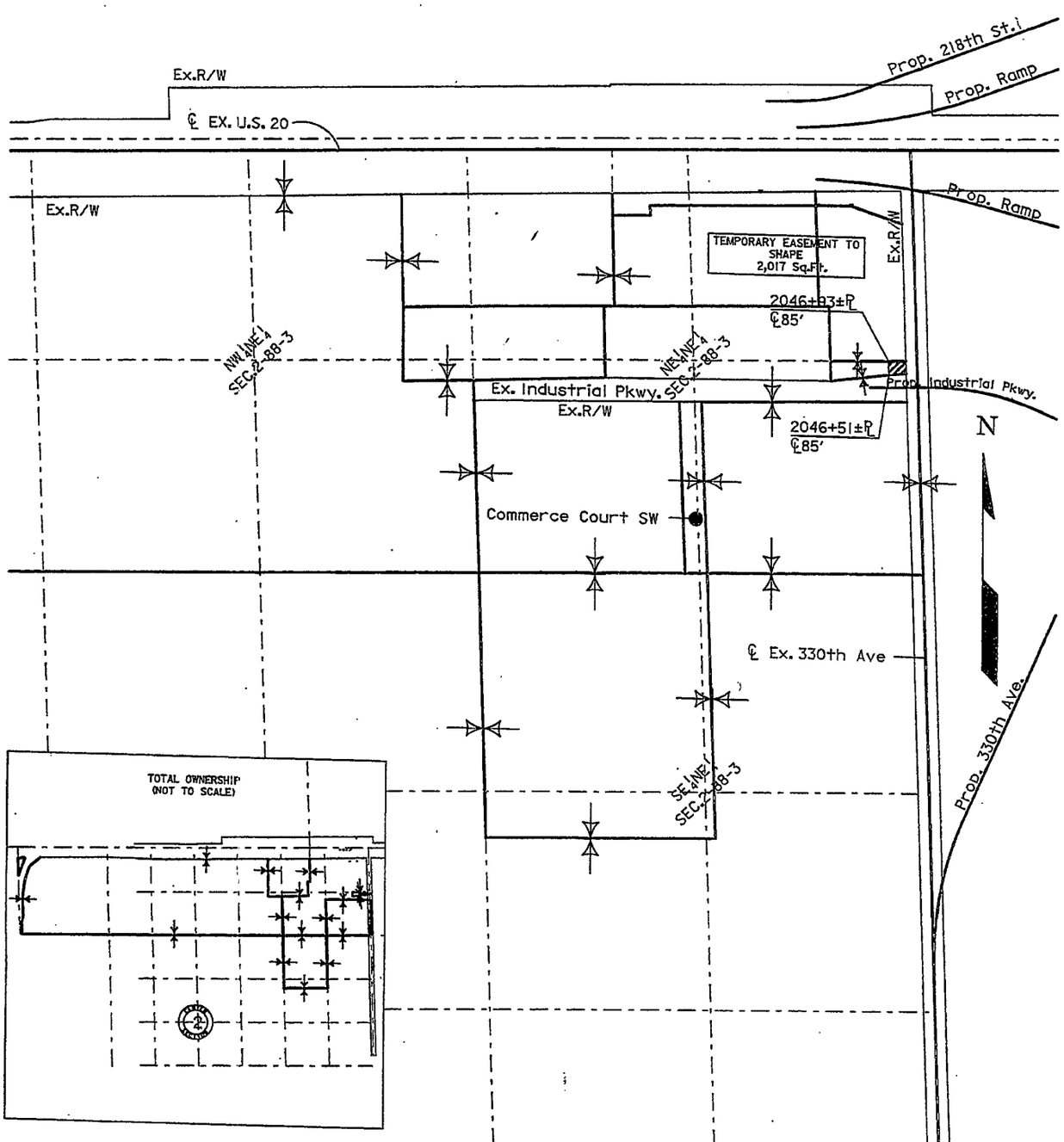
OWNER: DYERSVILLE INDUSTRIES, INC.

SECTION: 2 T 88 N-R 3 W.

SCALE: 1"= 400'

LEGEND
W.D. OR EASEMENT LINE:
ACCESS LOCATION POINT:
PROPERTY LINE:

City of Dyersville, IA



COUNTY: DELAWARE

PROJECT NO.: NHSN-20-8(48)- -2R-28