Recorded: 10/8/2014 at 1:28:47.0 PM
Fee Amount: $32.00
Revenue Tax:
Delaware County, Iowa
DEBORAH PEYTON, RECORDER
BK: 2014 PG: 2544

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 634016 (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

TOTAL PURCHASE AGREEMENT

Parcel Number: 9 **County:** Delaware

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

Seller: BGPD Land Holdings, LLC. (Fee)
Dyersville Industries, Inc. (Contract Purchaser)

THIS AGREEMENT entered into this 6th **day of** October, 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.

   The Buyer agrees to buy the real estate, described as See Page 2 Item #11, including the following buildings, improvements and other property; No improvements, hereinafter referred to as the premises.

   The premises also include 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 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 the public improvement project.

2. The Buyer agrees to pay the lump-sum amount stated below. The Seller agrees to grant the right of possession, convey title and surrender physical possession of the premises on or before the dates listed below.

Payment Amount	Agreed Performance	Date of Performance
	On conveyance of title	
	On surrender of possession	
$50,000.00	On possession and conveyance	90 days after Buyer approval
$50,000.00	**Total Lump-Sum Amount**	

Breakdown	Ac/Sq. Ft.	
Land by fee title to the State of Iowa	.94	acres
Land by fee title to the City of Dyersville	1.05	acres
Underlying fee title	0.05	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. 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. 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 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. 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.

8. 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.

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

11. It is the intent of this agreement to totally acquire the parcel of land described as:

    The West One-Half (W 1/2) of the Southeast Quarter (SE 1/4) of Section Thirty-Six (36), Township Eighty-Nine (89) North, Range Three (3), West of the Fifth P.M., except that part conveyed to the State of Iowa by Warranty Deed recorded in Book 80 L.D., pages 148-149, and except the North One-Half (N 1/2) of the West One-Half (W 1/2) of the Southeast Quarter (SE 1/4) of Section 36, Township 89 North, Range 3 West of the 5th P.M., Delaware County, Iowa, and Except Lammers Acers, a Subdivision of Part of the West 1/2 of the SE 1/4 of Section 36, Township 89 North, Range 3 West of the Fifth P.M., City of Dyersville, Delaware County, Iowa, According to plat recorded in Book 7 Plats, Page 154.

12. It is the intent of this agreement to acquire all improvements located upon the premises being sought. A brief description of the improvements includes, but is not limited to, the following items:

    No improvements

13. The Seller agrees to maintain existing liability insurance for loss or damage to the property or for personal injury arising out of the Seller's continued possession or use of the property.

    Seller's insurance agent and carrier English Insurance Agency, Inc, West Bend Mutual
    Policy number NSJ 0918322 07
    Address 129 1st Ave. East, Dyersville, IA 52040

14. The Seller agrees to keep fire, tornado, extended coverage, and added perils insurance in the minimum amount of $50,00.00 payable to all parties as their interests may appear from this date, until delivery of the deed and possession. The Buyer shall notify all insurance companies of this agreement. In case of loss or destruction of part or all of the premises from causes covered by the insurance, the Seller agrees to accept the lump-sum payment and endorse the proceeds of any such insurance recovery. The Seller assigns to the Buyer any and all of the Seller's rights under such insurance agreements.

15. The Seller shall protect the premises from damage and prevent injury to people. The Seller shall make all repairs to the heating system, roof, electrical system, doors, windows, and equipment necessary to maintain the premises in a safe operating condition to prevent damage to the premises and avoid injury to all occupants, guests and public. The Seller shall indemnify and save the Buyer harmless from all loss, claims and causes of action for all damage to property and injury to persons arising out of the Seller's continued possession and use of the property.

16. It is understood and agreed that the Seller does not jeopardize any rights to relocation assistance benefits available under the law by signing this agreement.

17. All 2014 growing crops are reserved to the Seller, if removed by Nov. 1, 2014. Any crops not removed by that date shall become the property of the Buyer. Should the Buyer require possession of the premises prior to Nov. 1, 2014, the Buyer may enter and damage or destroy the crop. The Buyer shall compensate the Seller for the damaged or destroyed crop based upon a rate of $1,200.00 per acre.

18. The Sellers request, and the Buyer agrees, that the gross proceeds of this agreement shall be paid as follows:

    0 percent payable to BGPD Land Holdings, LLC. and all applicable interests, as described in items five and six of this agreement; and 100 percent payable to Dyersville Industries, Inc. and all applicable interests as described in items five and six of this agreement and

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.

_____ (Sign in ink)

Jacque K. Rahe (Print/type name)

Notary Public in and for the State of Iowa

My commission expires Sept. 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.

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.

BGPD Land Holdings, LLC.

By X Rebecca Traeger
Rebecca Traeger
504 4th Avenue S.E.
Dyersville, IA 52040

Becky Traeger
16655 Cordillera Dr.
Peosta, IA 52068

X Gene Traeger
Gene Traeger

Gene Traeger
16655 Cordillera Dr.
Peosta, IA 52068

This section to be completed by a Notary Public.

SELLER'S ACKNOWLEDGEMENT

STATE OF Iowa }
COUNTY OF Dubuque } ss:

On this 26th day of August

A.D. 2014

before me, the undersigned, a notary public in and for said state,

personally appeared Rebecca Traeger and Gene Traeger

☑ 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 9-28-16

(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):

☐ 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: Limited Liability Company

SIGNER IS REPRESENTING:

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

BGPD Land Holdings, LLC.

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.

BGPD Land Holdings, LLC.

By X Patricia Burroughs
Patricia Burroughs
504 4th Avenue S.E. 25238 County Line
Dyersville, IA 52040 Vinita OK 74301

By X Deceased 4-24-14
David Burroughs

This section to be completed by a Notary Public.

SELLER'S ACKNOWLEDGEMENT

STATE OF IOWA }
COUNTY OF Dubuque } ss:
On this 26th day of August A.D. 2014
before me, the undersigned, a notary public in and for said state, personally appeared Patricia Burroughs and David Burroughs

☒ 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 9-28-16
(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):

☐ 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: Limited Liability Company

SIGNER IS REPRESENTING:
List name(s) of entity(ies) or person(s)
BGPD Land Holdings, LLC.

BUYER'S APPROVAL

Recommended by
(Sign in ink): X Edward R. Greenman (Date) 9-11-14
Project Agent
(Printed Name): Edward R. Greenman

Approved by
(Sign in ink): X Martin J. Sankey (Date) OCT 06 2014
Right of Way Director
(Printed Name): Martin J. Sankey

BUYER'S ACKNOWLEDGEMENT

STATE OF IOWA }
COUNTY OF STORY } ss:

On this 6th day of October 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