Recorded: 12/30/2014 at 2:35:18.0 PM
Fee Amount: $17.00
Revenue Tax:
Delaware County, Iowa
DEBORAH PEYTON, RECORDER
BK: 2014 PG: 3265

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: 8 **County:** Delaware

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

Seller: Kenneth G. Tuetken, a single person

THIS AGREEMENT entered into this 24th **day of** December, 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 Parcel J Part of the W1/2SE1/4 of Section 36, Township 89 North, Range 3 West, City of Dyersville, Delaware County , including the following buildings, improvements and other property: A brick 1-story ranch home with attached garages, a barn, a swine finish building, and a crib shed, 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
$270,000.00	On conveyance of title	90 days after Buyer approval
$30,000.00	On surrender of possession	within 180 days
	On possession and conveyance	
$300,000.00	**Total Lump-Sum Amount**	

Breakdown	Ac/Sq. Ft.
Land by fee title to the State of Iowa	.61 acres
Underlying fee title	.16 acres
Land by fee title to the City of Dyersville	1.52 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: A septic system and a well

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:
Parcel J Part of the W1/2SE1/4 of Section 36, Township 89 North, Range 3 West, City of Dyersville, Delaware County, Iowa.

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:

    a brick 1-story ranch home with attached garages, a barn, a swine finish building, and a crib shed, along with all heating, cooling, plumbing, and electrical systems, and connected apparatus; all doors, windows, cabinets, floor coverings, and any other fixtures that, if removed, would damage the integrity of the structure; and all trees, shrubs, landscaping, surfacing, and any other improvements attached to the premises.

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 Stutt--Holub, LLC IMT Insurance
    Policy number HME5440 Address 909 Red Bridge Rd., Central City, IA 52214

14. The Seller agrees to keep fire, tornado, extended coverage, and added perils insurance in the minimum amount of $ 150,000 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.

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 _____

Kenneth G. Tuetken
2194 332nd St.
Dyersville, IA 52040

This section to be completed by a Notary Public.

SELLER'S ACKNOWLEDGEMENT

STATE OF Iowa }
COUNTY OF Delaware } ss:

On this 10th day of December A.D. 2014 before me, the undersigned, a notary public in and for said state, personally appeared Kenneth G. Tuetken

☐ 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)

Adam DeBraska (Print/type name)

Notary Public in and for the State of Iowa

My commission expires September 10, 2016

(NOTARIAL SEAL)

NOTARIAL SEAL IOWA
ADAM DOBRASKA
Commission Number 780216
My Commission Expires
September 10, 2016

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 _____ (Date) 12-14-2015
Project Agent
(Printed Name): ~~Edward R Groenman~~

Approved by
(Sign in ink): X _____ (Date) DEC 29 '14
Right of Way Director
(Printed Name): Martin J. Sankey

BUYER'S ACKNOWLEDGEMENT

STATE OF IOWA }
COUNTY OF STORY } ss:

On this 29th day of December 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)

_____
Notary Public in and for the State of Iowa