Recorded: 1/5/2015 at 3:17:38.0 PM
Fee Amount: $37.00
Revenue Tax:
Delaware County, Iowa
DEBORAH PEYTON, RECORDER
BK: 2015 PG: 10

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: 3 **County:** Delaware

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

Seller: Herbert P. Recker & Mary M. Recker, Husband and Wife (Fee)
Michael Recker and Kimberly Recker, his wife (Contract Purchaser)

THIS AGREEMENT entered into this 29th **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, and the Buyer agrees to buy the following real estate, hereinafter referred to as the premises, in parts of the following: Parcel E located in the Northeast Quarter of Section 2, Township 88 North, Range 3 West of the 5th P.M., in the City of Dyersville, in the County of Delaware, State of Iowa, and more particularly described on page 7 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
$28,000.00	On conveyance of title	75 days after Buyer approval
$0.00	On surrender of possession	immediate
	On possession and conveyance	
$28,000.00	**Total Lump-Sum Amount**	

Breakdown	Ac/Sq. Ft.				
Land by fee title	0.07	acres	Fence	0	rods woven
Underlying fee title	.45	acres	Fence	0	rods barbed
Permanent easement	0				

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 Sellers grant to the Buyer temporary easement for the purpose of Constructing a Maintenance Turn Around, The Right-of-Way Design Plot Plan, attached as a page 6 of this agreement, graphically illustrates the proposed temporary easement area being granted. The temporary easement shall terminate on completion of this highway project.

15. Buyer agrees to construct a Type "C" entrance at Sta. 2050+76, West side.

    It is understood and agreed all other entrances located within the construction limits of this highway project that are not listed or allowed in this agreement will be eliminated.

16. It is understood and agreed that the existing entrance located along 221st Street will be closed.

17. It is understood and agreed that the existing entrance located at Sta. 2049+00 is to be used as constructed.

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

    -0- percent payable to Herbert P. Recker & Mary M. Recker and all applicable interests, as described in items five and six of this agreement; and 100 percent payable to Michael Recker and Kimberly Recker and all applicable interests as described in items five and six of 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 _____ x _____

Michael Recker
2207 330th Avenue
Dyersville, IA 52040

Kimberly Recker

This section to be completed by a Notary Public.

SELLER'S ACKNOWLEDGEMENT

STATE OF IOWA }
COUNTY OF Dubuque } ss:

On this 9th day of December
A.D. 2014

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

personally appeared Michael Recker and Kimberly Recker

☒ 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)

George A. Davis (Print/type name)

Notary Public in and for the State of Iowa

My commission expires _____

(NOTARIAL SEAL)

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)

_____

_____

GEORGE A. DAVIS
Iowa Notarial Seal
Commission Number: 199715
My Commission Expires: 12/17/16

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 Herbert P Recker
Herbert P. Recker
20101 Stonebriar Court
Dyersville, IA 52040

x Mary M Recker
Mary M. Recker

This section to be completed by a Notary Public.

SELLER'S ACKNOWLEDGEMENT	CAPACITY CLAIMED BY SIGNER:
STATE OF IOWA }	☒ INDIVIDUAL
COUNTY OF Dubuque } ss:	☐ CORPORATE
On this 9th day of December A.D. 2014	Title(s) of Corporate Officer(s):
before me, the undersigned, a notary public in and for said state, personally appeared Herbert P. Recker and Mary M. Recker	
☒ 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.	☐ 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:
George A. Davis (Sign in ink) George A. Davis (Print/type name)	
Notary Public in and for the State of Iowa ision expires 12/17/16	SIGNER IS REPRESENTING: *List name(s) of entity(ies) or person(s)*

GEORGE A. DAVIS
Iowa Notarial Seal
Commission Number: 199715
My Commission Expires: 12/17/16

BUYER'S APPROVAL

Recommended by
(Sign in ink): X Scott Henning (Date) 12-15-2014
Project Agent
(Printed Name): ~~Edward R. Greenman~~ Scott Henning

Approved by
(Sign in ink): X Martin J Sankey (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) VALERIE E. GOETHALS
COMMISSION NO. 190573
MY COMMISSION EXPIRES
JUNE 5, 2015

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

PAGE 6

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IOWA DEPARTMENT OF TRANSPORTATION
PROJECT DEVELOPMENT
PLOT PLAN

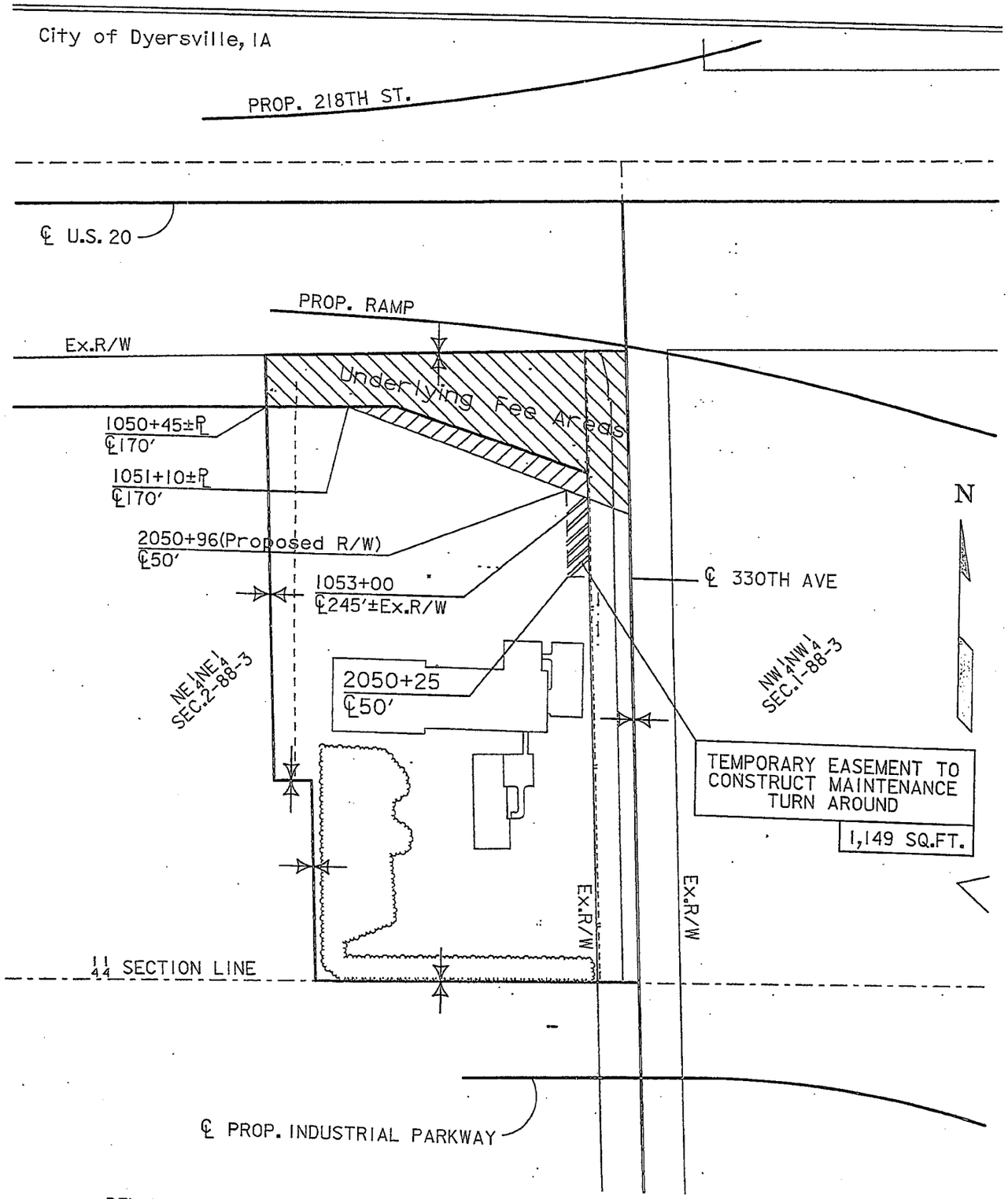
PARCEL NO.: 3

OWNER: FEE: HERBERT P. & MARY M. RECKER
MICHAEL RECKER

SECTION: 2 T 88 N-R 3 W.

SCALE: 1" = 100'

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



COUNTY: DELAWARE

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

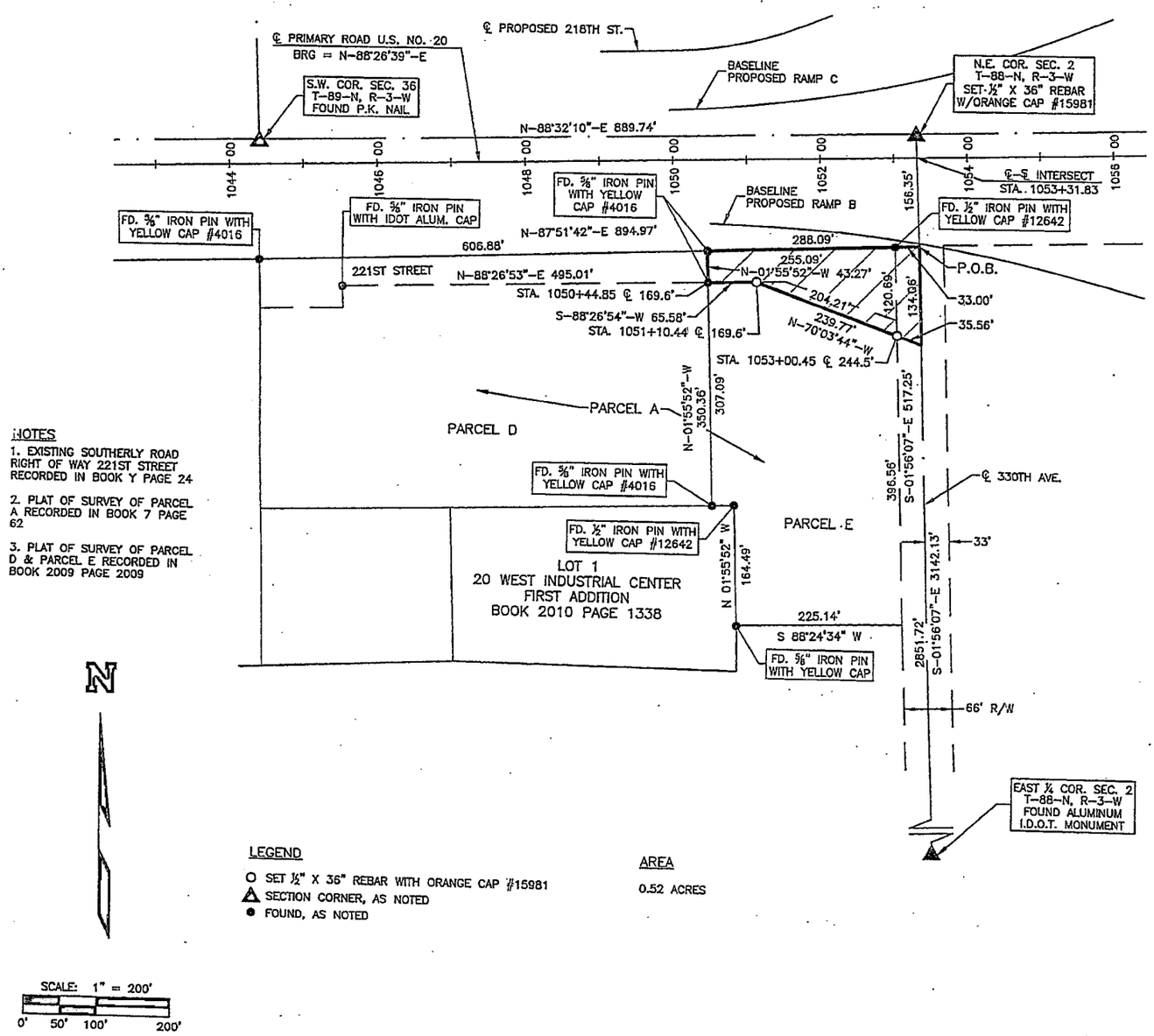
IOWA DEPARTMENT OF TRANSPORTATION
ACQUISITION PLAT
EXHIBIT "A"

PAGE 7

COUNTY DELAWARE STATE CONTROL NO. _____
PROJECT NO. NHSN-20-8(48)- -2R-28 PARCEL NO. 3
SECTION 2 TOWNSHIP 88-N RANGE 3-W
ROW-FEE 0.52* AC, EASE _____ AC EXCESS-FEE _____ AC
ACCESS RIGHTS ACQUIRED - STA _____ STA _____ MAIN LINE _____ SIDE
ACCESS RIGHTS ACQUIRED - STA _____ STA _____ SIDE ROAD _____ SIDE

ACQUIRED FROM _____

* INCLUDING 0.45 ACRES WITHIN THE PRESENTLY ESTABLISHED RIGHT OF WAY.



NOTES

1. EXISTING SOUTHERLY ROAD RIGHT OF WAY 221ST STREET RECORDED IN BOOK Y PAGE 24
2. PLAT OF SURVEY OF PARCEL A RECORDED IN BOOK 7 PAGE 62
3. PLAT OF SURVEY OF PARCEL D & PARCEL E RECORDED IN BOOK 2009 PAGE 2009

LEGEND

- ○ SET ½" X 36" REBAR WITH ORANGE CAP #15981
- △ SECTION CORNER, AS NOTED
- ● FOUND, AS NOTED

AREA

0.52 ACRES

SCALE: 1" = 200'

0' 50' 100' 200'

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.

PARCEL E

2/28/14

MATTHEW W. KRAUSE LICENSE NO. 15981 DATE

My license renewal date is December 31, 2015.

Pages or sheets covered by this seal: 1 OF 1

DATE DRAWN FEBRUARY 28, 2014 SCALE 1" = 200'