Recorded: 1/14/2015 at 9:17:35.0 AM
Fee Amount: $32.00
Revenue Tax:
Delaware County, Iowa
DEBORAH PEYTON, RECORDER
BK: 2015 PG: 122

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: 1 **County:** Delaware

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

Seller: Gary G. Wessels and Lori Wessels, husband and wife

THIS AGREEMENT entered into this 12th **day of** January, **2015**
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: NE1/4SW1/4 and SW1/4SW1/4 and SE1/4SW1/4 of Section 36, Township 89 North, Range 3 West, in the County of Delaware, State of Iowa, and more particularly described on pages 5 and 6 including the following buildings, improvements and other property:

   All land, trees, shrubs, landscaping and surfacing attached to the premises sought and described herein - See Page 2

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
$987,750.00	On conveyance of title	90 days after Buyer approval
$109,750.00	On surrender of possession	May 15, 2015
	On possession and conveyance	
$1,097,500.00	**Total Lump-Sum Amount**	

Breakdown	Ac/Sq. Ft.			
Land by fee title to the State of Iowa	14.79	acres	Fence	0 rods woven
Underlying fee title	2.29	acres	Fence	0 rods barbed
Land by fee title to the City of Dyersville	9.53	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: a well and septic system

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. Buyer agrees to construct a Type "C" entrance at Sta. 41060+50, side road 218th Street, North side and a Type "C" entrance at Sta. 11078+84, side road 332nd Avenue, West side.

    It is understood and agreed that the entrances previously reserved at Station 1053+33.52 and 1070+65.5 recorded in Book 118 and Page 254 at the Delaware County Recorder's Office, as well as the access from the frontage road off of US 20, and all other entrances located within the construction limits of this highway project that are not listed or allowed in this agreement will be eliminated.

15. 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 2-story frame house, a 40'x60' steel utility building, a 16'x20' crib, a 34'x52' confinement, a 20'x34' confinement, a 12'x16' shed, a 20'x36' swine finish and farrow, a 20'x50' swine finish and farrow, a 32'x 52' barn, a 12'x14' shed, a 28'x19' steel grain bin, a 20'x 76' loafing shed, a 20'x20' shed, a 30'x128' confinement, a 36'x24' steel grain bin, a 16'x 52' loafing shed, a 22'x26' loafing shed, a 20'x32' loafing shed, a 48'x21' steel grain bin, a 16'x14' loafing shed, a 14'x16' shed, and a 12'x16' 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.

16. 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. Dubuque Co. Mutual

    Seller's insurance agent and carrier Lammers Insurance Agency
    Policy number 25049 Address PO Box 321 Dyersville, IA 52040.

17. The Seller agrees to keep fire, tornado, extended coverage, and added perils insurance in the minimum amount of $ 300,000 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.

18. 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.

19. 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.

20. The Grain Bins and Electrical Service, Bulk bins, Barn and Garage Door located at the building site is/are reserved for the Seller. The Seller agrees to remove the item(s) from the premises on or before May 15, 2015. Should the Seller fail to remove the item(s) by the date specified, they shall become the property of the Buyer, who shall remove them from the Property as they see fit.

    It is understood and agreed that the sum of $ -0- has been deducted from the total lump-sum amount shown on page one of this agreement for the Seller's salvage rights to for the item(s). The Seller agrees to acquire all necessary permits and to comply with all local ordinances and/or requirements, including, but not limited to, the removal of building(s) to the foundation level and to isolate, cap, shut off, and disconnect all utilities to building(s) and/or improvement(s). The Seller indemnifies and holds the Buyer harmless for all salvage activities and agrees to leave the salvage area in a safe manner.

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 Gary G Wessels
Gary G. Wessels
2193 332nd Ave.
Dyersville, IA 52040

x Lori Wessels
Lori Wessels

This section to be completed by a Notary Public.

SELLER'S ACKNOWLEDGEMENT

STATE OF Iowa }
COUNTY OF Jones } ss:
On this 16 day of December A.D. 2014
before me, the undersigned, a notary public in and for said state, personally appeared Gary G. Wessels and Lori Wessels

☒ 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.

Matthew G. McQuillen (Sign in ink)

Matthew G. McQuillen (Print/type name)

Notary Public in and for the State of Iowa

My commission expires _____

(NOTARIAL SEAL)

NOTARIAL SEAL IOWA
MATTHEW G MCQUILLEN
Commission Number 147941
My Commission Expires
November 04, 2015

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 Scott Henning (Date) 12-17-2014
Project Agent
(Printed Name): Scott Henning

Approved by
(Sign in ink): X Martin J Sankey (Date) JAN 12 '15
Right of Way Director
(Printed Name): Martin J. Sankey

BUYER'S ACKNOWLEDGEMENT

STATE OF IOWA }
COUNTY OF STORY } ss:

On this 12th day of January 2015, 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
CYNDY HOWELL
COMMISSION NO. 223427
MY COMMISSION EXPIRES
JULY 8, 2017
(NOTARIAL SEAL)

Cyndy Howell
Notary Public in and for the State of Iowa

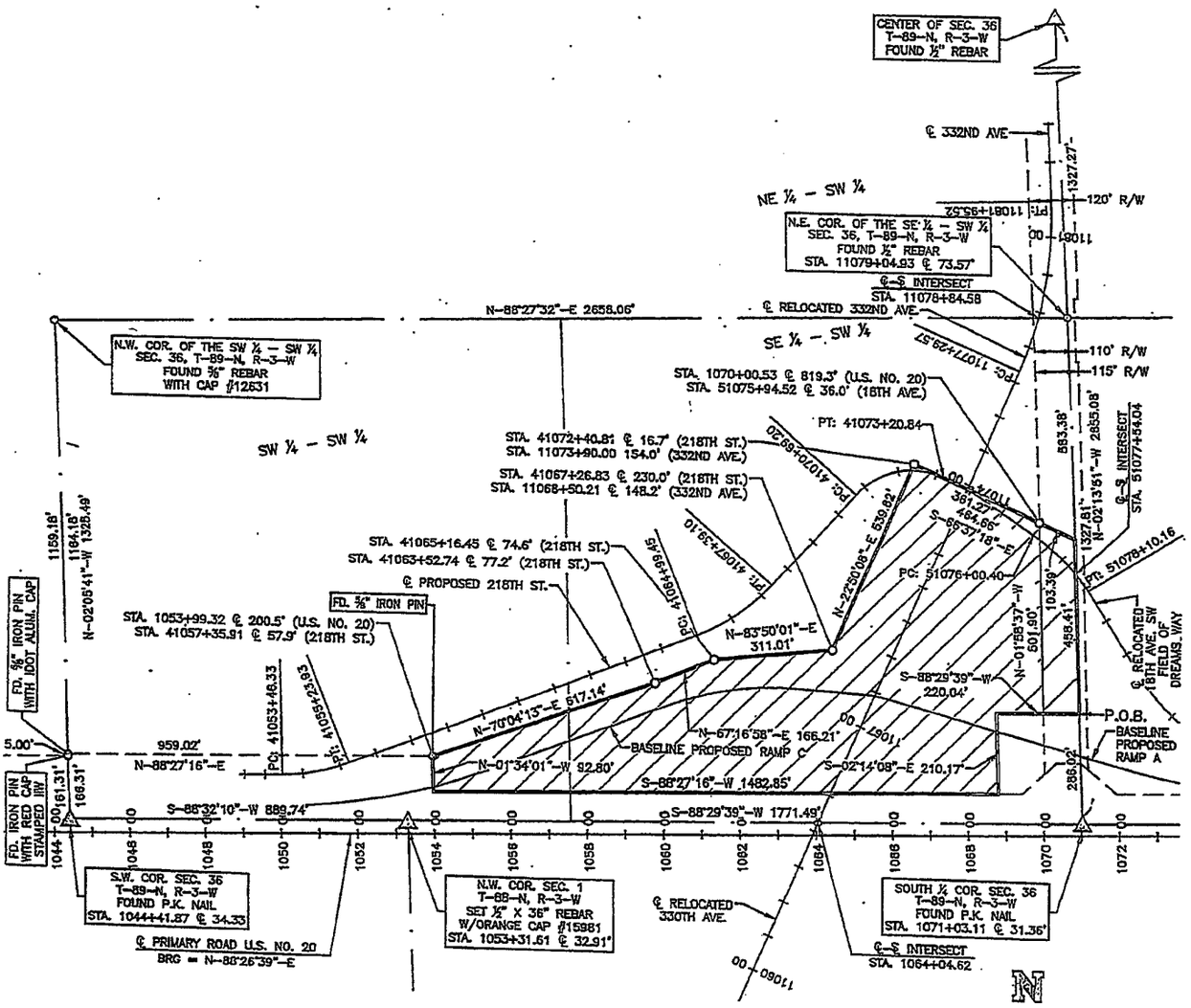
1, NHSN-20-8(48)–2R-28

IOWA DEPARTMENT OF TRANSPORTATION
ACQUISITION PLAT
EXHIBIT "A"

COUNTY DELAWARE STATE CONTROL NO. _____
PROJECT NO. NHSN-20-8(48)- -2R-28 PARCEL NO. 1
SECTION 36 TOWNSHIP 89-N RANGE 3-W
ROW-FEE 15.83* 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 1.04 ACRES WITHIN THE PRESENTLY ESTABLISHED RIGHT OF WAY.





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 3/10/14

My license renewal date is December 31, 2015.

Pages or sheets covered by this seal: 1 OF 1

SCALE: 1" = 400'
0' 100' 200' 400'

AREAS

TOTAL = 15.83 ACRES
SE ¼ - SW ¼ = 14.57 ACRES
SW ¼ - SW ¼ = 1.26 ACRES

LEGEND

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

DATE DRAWN MARCH 10, 2014. SCALE 1" = 400'

PAGE 6

ACQUISITION PLAT
EXHIBIT "A"

COUNTY DELAWARE STATE CONTROL NO. _____

PROJECT NO. NHSN-20-8(48)- -2R-28 PARCEL NO. 1

SECTION 36 TOWNSHIP 89-N RANGE 3-W

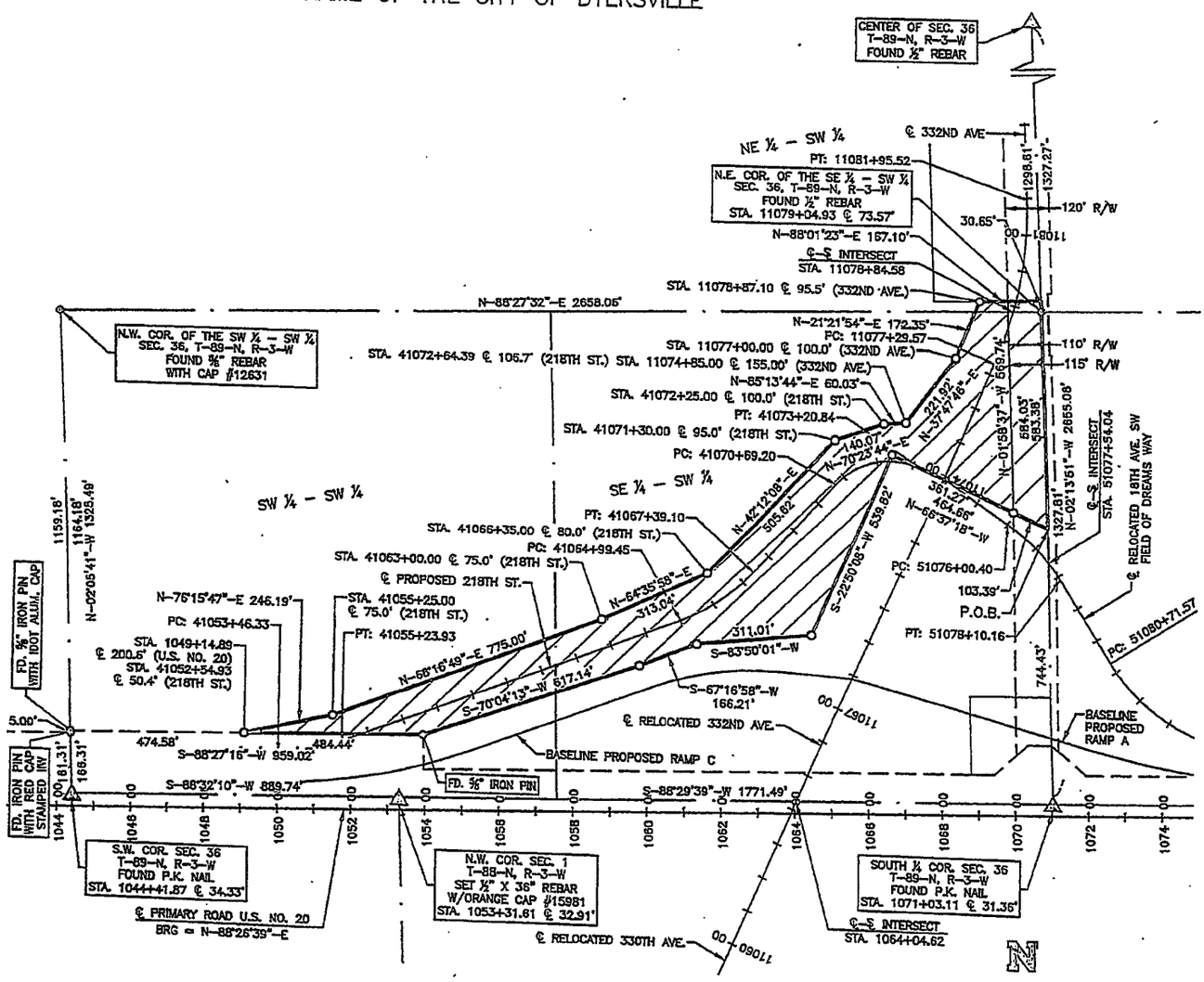
ROW-FEE 10.78* AC, EASE _____ AC EXCESS-FEE _____ AC

ACCESS RIGHTS ACQUIRED - STA _____ STA _____ MAIN LINE _____ SIDE

ACCESS RIGHTS ACQUIRED - STA _____ STA _____ SIDE ROAD _____ SIDE

ACQUIRED FROM _____

* INCLUDING 1.25 ACRES WITHIN THE PRESENTLY ESTABLISHED RIGHT OF WAY. 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 3/10/14

My license renewal date is December 31, 2015.

Pages or sheets covered by this seal: 1 OF 1

AREAS

TOTAL = 10.78 ACRES
NE ¼ - SW ¼ = 0.12 ACRES
SE ¼ - SW ¼ = 8.76 ACRES
SW ¼ - SW ¼ = 1.90 ACRES

LEGEND

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

DATE DRAWN MARCH 10, 2014 SCALE 1" = 400'