

2003 MAR 12 PM 3:44

REC \$ **20<sup>00</sup>**  
 AUD \$ \_\_\_\_\_  
 R.M.F. \$ **1<sup>00</sup>**

COMPUTER	<input checked="" type="checkbox"/>
RECORDED	<input checked="" type="checkbox"/>
COMPARED	<input checked="" type="checkbox"/>

MICKI UTSLER  
 RECORDER  
 MADISON COUNTY, IOWA

✓ Valerie E. Goethals, Right of Way Office, Iowa Department of Transportation, 800 Lincoln Way, Ames, IA 50010-6993, 515-239-1361  
 Form 634-012 (Rev. 2/02)  
 M-169-23-contract

 **Iowa Department of Transportation**  
 PURCHASE AGREEMENT

PARCEL NO. 23 COUNTY Madison  
 PROJECT NO. STPN-169-3(39)--2J-61 ROAD NO. 169

SELLER: Paul R. Payne and Erma L. Payne, husband and wife

THIS AGREEMENT made and entered into this 3rd day of March, 2003, by and between Seller and the Iowa Department of Transportation, acting for the State of Iowa, Buyer.

- 1a. SELLER AGREES to sell and furnish to Buyer a conveyance document, on form(s) furnished by Buyer, and Buyer agrees to buy the following real estate, hereinafter referred to as the premises, situated in parts of the following:  
SE $\frac{1}{4}$ SE $\frac{1}{4}$  of Section 24, Township 77 North, Range 28 West  
 County of Madison, State of Iowa, and more particularly described on Page 4, including the following buildings, improvements and other property:  
All land, trees, shrubs, landscaping and surfacing attached to the premises sought and described herein
- 1b. SELLER ALSO AGREES to convey to Buyer all of Seller's rights of direct access from the premises to Highway n/a:  
  
 excepting and reserving to Seller the right of access at the following locations:  
n/a
- 1c. SELLER ALSO GRANTS to Buyer a temporary easement as shown on Right of Way Design Plot Plan attached as Page n/a, for the purpose of n/a, and as shown on the project plans for said highway improvement. Said Temporary Easement(s) shall terminate upon completion of this highway project.
- 1d. 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. SELLER CONSENTS to any change of grade of the highway and accepts payment under this agreement for any and all damages arising therefrom. SELLER ACKNOWLEDGES full settlement and payment from Buyer for all claims per the terms of this agreement and discharges Buyer from liability because of this agreement and the construction of this public improvement project.
2. Possession of the premises is the essence of this agreement and Buyer may enter and assume full use and enjoyment of the premises per the terms of this agreement. SELLER GRANTS Buyer the immediate right to enter the premises for the purpose of gathering survey and soil data. SELLER MAY surrender possession of the premises or building or improvement or any part thereof prior to the time at which he has hereinafter agreed to do so, and agrees to give Buyer ten (10) days notice of Seller's intention to do so by calling Buyer collect.
3. Buyer agrees to pay and 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.

<u>PAYMENT AMOUNT</u>	<u>AGREED PERFORMANCE</u>	<u>DATE OF PERFORMANCE</u>
\$ <u>0.00</u>	on conveyance of title	_____
\$ <u>0.00</u>	on surrender of possession	_____
\$ <u>1,290.00</u>	on possession and conveyance	<u>60 days after Buyer approval</u>
\$ <u>1,290.00</u>	TOTAL LUMP SUM	

<u>Breakdown</u>	<u>Ac./Sq.Ft.</u>	
Land by Fee Title	_____ acres	Fence: <u>24</u> rods woven
Underlying Fee Title	_____ acres	Fence: _____ rods barbed
Permanent Easement	<u>.16</u> acres	
Temporary Easement for Borrow	_____ acres	

4. Each page and each attachment is by this reference made a part hereof and the entire agreement consists of 4 pages

DISTRIBUTION: TWO COPIES RETURNED TO BUYER (IOWA DOT) -- ONE COPY RETAINED BY SELLER

PARCEL NO.	<u>23</u>	COUNTY	<u>Madison</u>
PROJECT NO.	<u>STPN-169-3(39)--2J-61</u>	ROAD NO.	<u>169</u>

5. SELLER WARRANTS that there are no tenants on the premises holding under lease except:  
Jim Williamson
6. This agreement shall apply to and bind the legal successors in interest of the Seller and 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 Code of Iowa, and agrees to warrant good and sufficient title. Names and addresses of lienholders are:  
(none)
7. Buyer may include mortgagees, lienholders, encumbrancers and taxing authorities as payees on warrants issued in payment of this agreement. In addition to the Total Lump Sum, Buyer agrees to pay \$100.00 for the cost of adding title documents required by this transaction to Seller's abstract of title. If requested to do so, SELLER WILL deliver to Iowa Department of Transportation, Office of Right of Way, 800 Lincoln Way, Ames, IA 50010 an abstract of title to the premises. Buyer agrees to pay the cost of abstract continuation. SELLER AGREES to provide such documents as may be required by Iowa Land Title Standards to convey merchantable title to the Buyer. SELLER ALSO AGREES to obtain court approval of this agreement, if requested by Buyer, in the event title to the premises becomes an asset of any estate, trust, conservatorship or guardianship. Buyer agrees to pay court approval costs and all other costs necessary to transfer the premises to Buyer, but not attorney fees. Claims for such transfer costs shall be paid in amounts supported by paid receipts or signed bills.
8. Buyer agrees that any agricultural drain tiles that are located within the premises and are damaged or require relocation by highway construction shall be repaired or relocated at no expense to Seller. Where 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 Seller. Buyer shall have the right of entry upon Seller's remaining property along the right of way line, if necessary, for the purpose of connecting said drain tile and constructing and maintaining said fence. Seller may pasture against said fence at his own risk. Buyer will not be liable for fencing private property or maintaining the same to restrain livestock.
9. 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.
10. These premises are being acquired for public purposes and this transfer is exempt from the requirements for the filing of a Declaration of Value by the Code of Iowa.
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.
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. Seller states and warrants that, to the best of Seller's knowledge, there is no burial site, well, solid waste disposal site, hazardous substance, nor underground storage tank on the premises described and sought herein except
14. Buyer agrees to pay the cost of 24 rods of woven fencing. Payment will be made at the rate of \$ 23.50 per rod and IS INCLUDED in the Total Lump Sum shown on Page 1 of this agreement. Payment will NOT be made for replacement of gates. Seller may salvage any existing gates and/or fencing prior to the construction of this project. Any existing gates and/or fencing not removed shall become the property of the Buyer.

PARCEL NO. 23 COUNTY Madison  
PROJECT NO. STPN-169-3(39)--2J-61 ROAD NO. 169

SELLER'S SIGNATURE AND CLAIMANT'S CERTIFICATION: Upon due approval and execution by the Buyer, we the undersigned claimants certify the Total Lump Sum payment shown herein is just and unpaid.

X Paul R. Payne X Erma L. Payne

912 WARREN ST.  
DE SOTO, IA 50069  
( Mailing Address )

(NOTARY PUBLIC: PLEASE COMPLETE LEFT AND RIGHT SIDES)  
SELLER'S ALL-PURPOSE ACKNOWLEDGMENT  
STATE OF Iowa }  
COUNTY OF Madison } ss:

On this 12<sup>th</sup> day of FEBRUARY, A.D. 2003, before me, the undersigned, a Notary Public in and for said State, personally appeared Paul R. Payne and Erma L. Payne.

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.

Edward R. Greenman (Sign in Ink)  
Edward R. Greenman (Print/Type Name)  
Notary Public in and for the State of Iowa  
My Commission expires 4-6-03

(NOTARIAL SEAL)



CAPACITY CLAIMED BY SIGNER:

INDIVIDUAL  
 CORPORATE  
Title(s) of Corporate Officer(s):

Corporate Seal is affixed  
 No Corporate Seal procured  
 PARTNER(s):  
 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: P.J.S. 2/17/03  
Project Agent (Date)  
Patti Simons

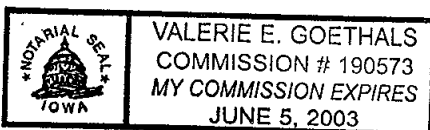
Ronald W. Otto  
Approved by: Right of Way Director (Date)  
Ronald W. Otto MAR 03 2003

BUYER'S ACKNOWLEDGMENT

STATE OF IOWA: ss On this 3rd day of March, 2003, before me, the undersigned, personally appeared Ronald W. Otto, known to me to be a Right of Way Director of Buyer and who did say that said instrument was signed on behalf of Buyer by its authority duly recorded in its minutes, and said Right of Way Director acknowledged the execution of said instrument, which signature appears hereon, to be the voluntary act and deed of Buyer and by it voluntarily executed.

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

(NOTARIAL SEAL)

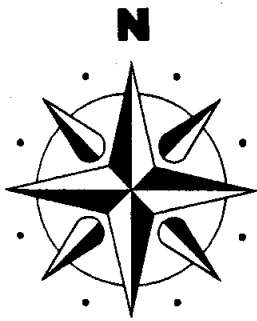


IOWA DEPARTMENT OF TRANSPORTATION



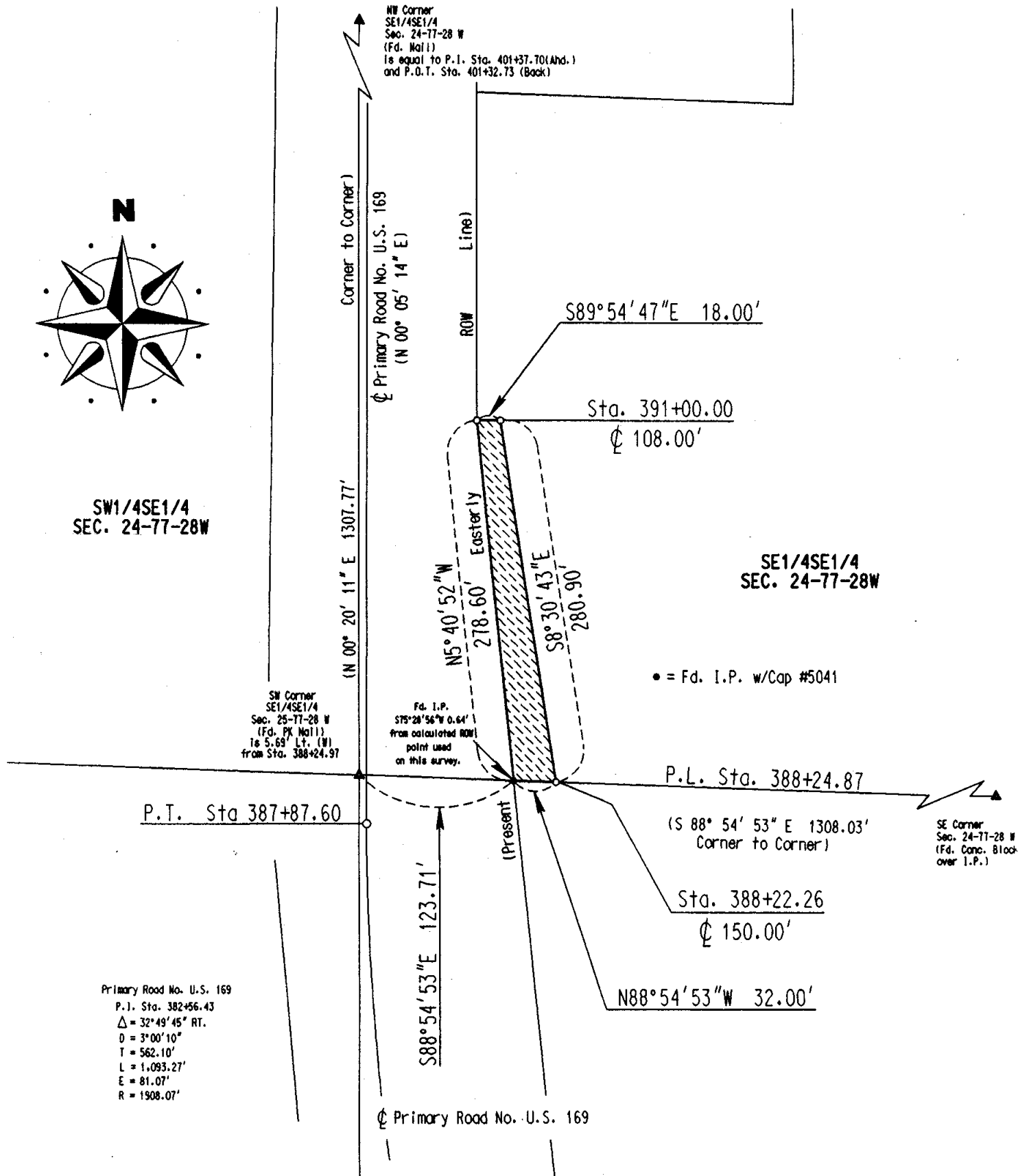
ACQUISITION PLAT  
EXHIBIT "A"

COUNTY MADISON STATE CONTROL NO. 61-1100  
 PROJECT NO. STPN-169-3(39)--2J-61 PARCEL NO. 23  
 SECTION 24 TOWNSHIP 77 N RANGE 28 W  
 ROW - FEE \_\_\_\_\_ AC, EASE 0.16 AC, EXCESS - FEE \_\_\_\_\_ AC  
 ACQUIRED ACCESS RIGHTS FROM STA. \_\_\_\_\_ TO STA. \_\_\_\_\_ MAIN LINE \_\_\_\_\_ SIDE \_\_\_\_\_  
 ACQUIRED ACCESS RIGHTS FROM STA. \_\_\_\_\_ TO STA. \_\_\_\_\_ SIDE ROAD \_\_\_\_\_ SIDE \_\_\_\_\_  
 ACQUIRED FROM \_\_\_\_\_

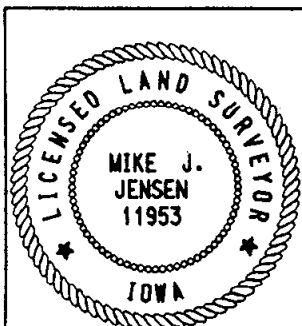


SW1/4SE1/4  
SEC. 24-77-28W

SE1/4SE1/4  
SEC. 24-77-28W



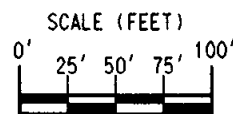
Primary Road No. U.S. 169  
 P.I. Sta. 382+56.43  
 $\Delta = 32^\circ 49' 45''$  RT.  
 $D = 3^\circ 00' 10''$   
 $T = 562.10'$   
 $L = 1,093.27'$   
 $E = 81.07'$   
 $R = 1908.07'$



I hereby certify that this land surveying document was prepared by me and the related survey work was performed by me or under my direct supervision and that I am a duly licensed Land Surveyor under the laws of the State of Iowa.

*Mike J. Jensen* 2-27-03  
 Mike J. Jensen Date

License number 11953  
 Pages covered by this seal 1  
 My Registration Renewal date is December 31, 2002



02/27/03