

Recorded: 6/29/2023 at 12:39:12.0 PM
 County Recording Fee: \$42.00
 Iowa E-Filing Fee: \$3.00
 Combined Fee: \$45.00
 Revenue Tax:
 Delaware County, Iowa
 Daneen Schindler RECORDER
 BK: 2023 PG: 1474

Return to and Prepared by Mark Holm, Right of Way Bureau, Iowa Department of Transportation,
 800 Lincoln Way, Ames, IA 50010, 515-233-7867

Form 634028 (07-16)



Right of Way Bureau, 800 Lincoln Way, Ames, Iowa 50010

Toll-Free: 866-282-5809
 FAX: 515-239-1247
www.iowadot.gov/rightofway

PURCHASE AGREEMENT

Parcel Number: 23 County: Delaware
 Project Number: NHSN-013-2(43)-2R-28 Route Number: IA 13
 Seller: Linda M. Kirby, single

THIS AGREEMENT entered into this 26 day of June, 2023
 by and between, Seller and the Iowa Department of Transportation, acting for the State of Iowa, Buyer.

- 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: NW1/4 of NW1/4 all in Section 8, Township, 89 North, Range 5 West of the 5th P.M., in the County of Delaware, State of Iowa, and more particularly described on pages 5-7, Acquisition Plat Exhibits A-1, A-2, A-3, including the following buildings, improvements and other property:
 All land, trees, shrubs, landscaping and surfacing attached to the premises sought and described herein
- 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
	On conveyance of title	
	On surrender of possession	
\$39,703.00	On possession and conveyance	60 days after Buyer approval
\$39,703.00	Total Lump-Sum Amount	

Breakdown	Ac/Sq. Ft.
Land by fee title	none Fence 113 rods woven
Underlying fee title	none Fence na rods barbed
Permanent easement to state for roadway purposes	1.30 acres

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 na.
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, Right of Way Bureau, 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 known in permanent easement or temporary easement.
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 three type C entrances at Sta.1140+14, right side, Sta.1148+26, left side, Sta.1148+62. right side

It is understood and agreed all other entrances within the construction limits not listed or allowed in this agreement will be eliminated.
15. The Sellers grant to the Buyer temporary easement for the purpose of constructing entrance, The Right-of-Way Design Plot Plan, attached as a page 8 of this agreement, graphically illustrates the proposed temporary easement area being granted. The temporary easement shall terminate on completion of this highway project.
16. The Buyer agrees to pay the cost of 113 rods of woven fencing and 25 corner brace sets. Payment will be made at the rate of \$53.00 per rod and \$166.00 per corner brace set and is included in the total lump-sum payment amount shown on page 1 of this agreement. Payment will not be made for replacement of gates. The Seller may salvage any existing gates and/or fencing prior to construction of the project. Any existing gates and/or fencing that are not removed shall become the property of the Buyer.

17. Seller agrees to provide weed and erosion control on the premises sought and described herein for the 2023 crop year. Approved control measures include the planting of oats, wheat, barley, soybeans, corn or mowing. Part of the lump sum payment on page one of this contract is settlement in full for providing weed and erosion control.

Should crop be available to harvest when mature, the Seller may harvest crop, at Seller's risk.

There are no assurances from the Buyer that the crop will be available to harvest due to the uncertainty of utility relocations.

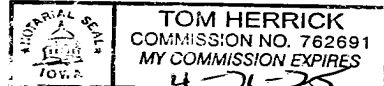
Payment is based in a rate of \$600.00 per acre; 1.34 ac; \$804.00

18. No trees impacted.

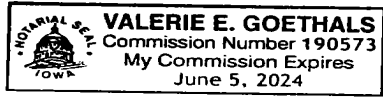
Seller's signature and claimant's certification: Upon due approval and execution by the Buyer, the undersigned sellers/claimants certify the total lump-sum payment amount shown here is just and unpaid.

By X Linda M Kirby
 Linda M. Kirby
 1724 Highway 13
 Manchester, IA 52057

This section to be completed by a Notary Public.

SELLER'S ACKNOWLEDGEMENT	CAPACITY CLAIMED BY SIGNER:
STATE OF <u>Iowa</u> COUNTY OF <u>Delaware</u> } ss: On this <u>6</u> day of <u>June</u> A.D. <u>2023</u> before me, the undersigned, a notary public in and for said state, personally appeared <u>Linda M. Kirby</u>	<input type="checkbox"/> INDIVIDUAL <input type="checkbox"/> CORPORATE Title(s) of Corporate Officer(s):
<input type="checkbox"/> to me personally known; or <input checked="" type="checkbox"/> 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.	<input type="checkbox"/> Corporate Seal is affixed <input type="checkbox"/> No Corporate Seal procured <input type="checkbox"/> Limited Partnership <input type="checkbox"/> General Partnership <input type="checkbox"/> ATTORNEY-IN-FACT <input type="checkbox"/> EXECUTOR(s) or TRUSTEE(s) <input type="checkbox"/> GUARDIAN(s) or CONSERVATOR(s) <input type="checkbox"/> Other:
<u>[Signature]</u> (Sign in ink) <u>Tom Herrick</u> (Print/type name)	SIGNER IS REPRESENTING: List name(s) of entity(ies) or person(s)
Notary Public in and for the State of <u>Iowa</u> My commission expires <u>4-21-25</u> (NOTARIAL SEAL)	

BUYER'S APPROVAL	
Recommended by (Sign in ink): X <u>[Signature]</u>	(Date) <u>6/13/2023</u>
(Printed Name): <u>Scott Henning</u> Project Agent	
Approved by (Sign in ink): X <u>[Signature]</u>	(Date) <u>JUN 26 2023</u>
(Printed Name): <u>Brad Hofer</u> Right of Way Director	

BUYER'S ACKNOWLEDGEMENT	
STATE OF IOWA } COUNTY OF STORY } ss:	
On this <u>26th</u> day of <u>June</u> <u>2023</u> , before me, the undersigned, personally appeared ROW Director, <u>Brad Hofer</u> 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.	
	<u>Valerie E. Goethals</u> Notary Public in and for the State of Iowa
(NOTARIAL SEAL)	

Iowa Department of Transportation

ACQUISITION PLAT
EXHIBIT "A-1 OF 3"

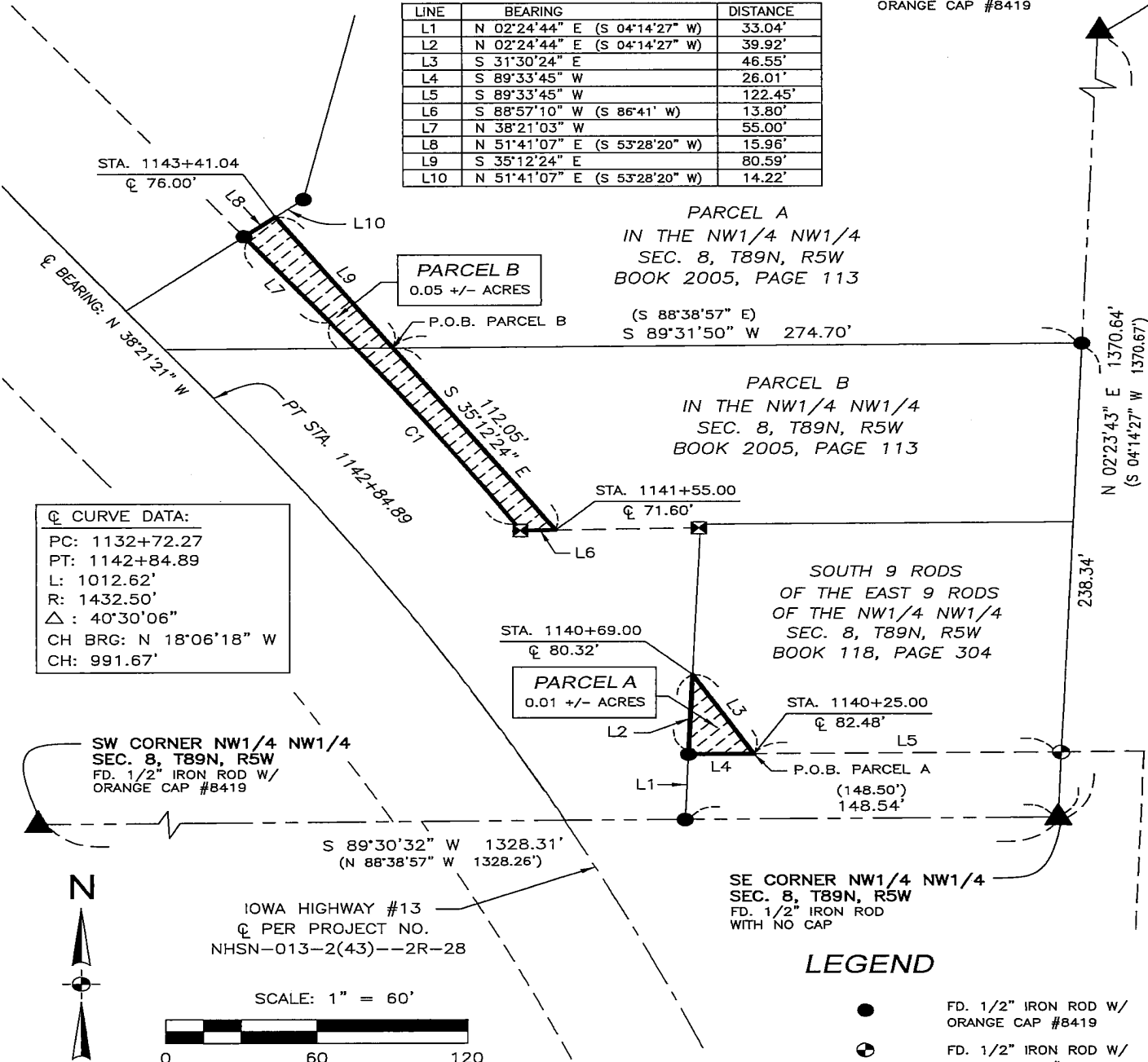


COUNTY DELAWARE STATE CONTROL NO. _____
 ROW PROJECT NO. NHSN-013-2(43)--2R-28 PARCEL NO. 23
 SECTION 8 TOWNSHIP 89 NORTH RANGE 5 WEST
 ROW-FEE _____ AC, EASE SEE BELOW AC EXCESS-FEE _____ AC
 ACCESS RIGHTS ACQUIRED - STA _____ STA _____ MAIN LINE _____ SIDE
 ACCESS RIGHTS ACQUIRED - STA _____ STA _____ SIDE ROAD _____ SIDE
 ACQUIRED FROM _____

CURVE	ARC LENGTH	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
C1	129.16'	1491.90'	04°57'37"	N 35°52'15" W	129.12'

NE CORNER NW1/4 NW1/4
SEC. 8, T89N, R5W
FD. 1/2" IRON ROD W/
ORANGE CAP #8419

LINE	BEARING	DISTANCE
L1	N 02°24'44" E (S 04°14'27" W)	33.04'
L2	N 02°24'44" E (S 04°14'27" W)	39.92'
L3	S 31°30'24" E	46.55'
L4	S 89°33'45" W	26.01'
L5	S 89°33'45" W	122.45'
L6	S 88°57'10" W (S 86°41' W)	13.80'
L7	N 38°21'03" W	55.00'
L8	N 51°41'07" E (S 53°28'20" W)	15.96'
L9	S 35°12'24" E	80.59'
L10	N 51°41'07" E (S 53°28'20" W)	14.22'



☉ CURVE DATA:
 PC: 1132+72.27
 PT: 1142+84.89
 L: 1012.62'
 R: 1432.50'
 Δ: 40°30'06"
 CH BRG: N 18°06'18" W
 CH: 991.67'

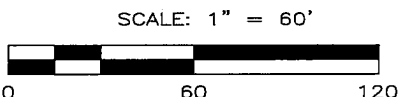
SW CORNER NW1/4 NW1/4
SEC. 8, T89N, R5W
FD. 1/2" IRON ROD W/
ORANGE CAP #8419

PARCELA
0.01 +/- ACRES

SOUTH 9 RODS
OF THE EAST 9 RODS
OF THE NW1/4 NW1/4
SEC. 8, T89N, R5W
BOOK 118, PAGE 304

SE CORNER NW1/4 NW1/4
SEC. 8, T89N, R5W
FD. 1/2" IRON ROD
WITH NO CAP

IOWA HIGHWAY #13
☉ PER PROJECT NO.
NHSN-013-2(43)--2R-28



LEGEND

- FD. 1/2" IRON ROD W/
ORANGE CAP #8419
- ⊙ FD. 1/2" IRON ROD W/
ORANGE CAP #17939
- ⊠ FD. R.O.W. RAIL
- — — — — CENTERLINE
- — — — — R.O.W. LINE
- - - - - SECTION LINE AND OR 1/4
OR 1/4 1/4 SECTION LINE
- PERMANENT EASEMENT
- () RECORDED AS
- P.O.B. POINT OF BEGINNING



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.

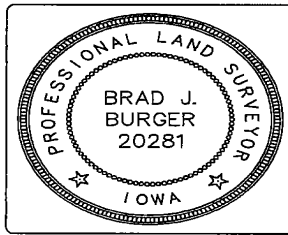
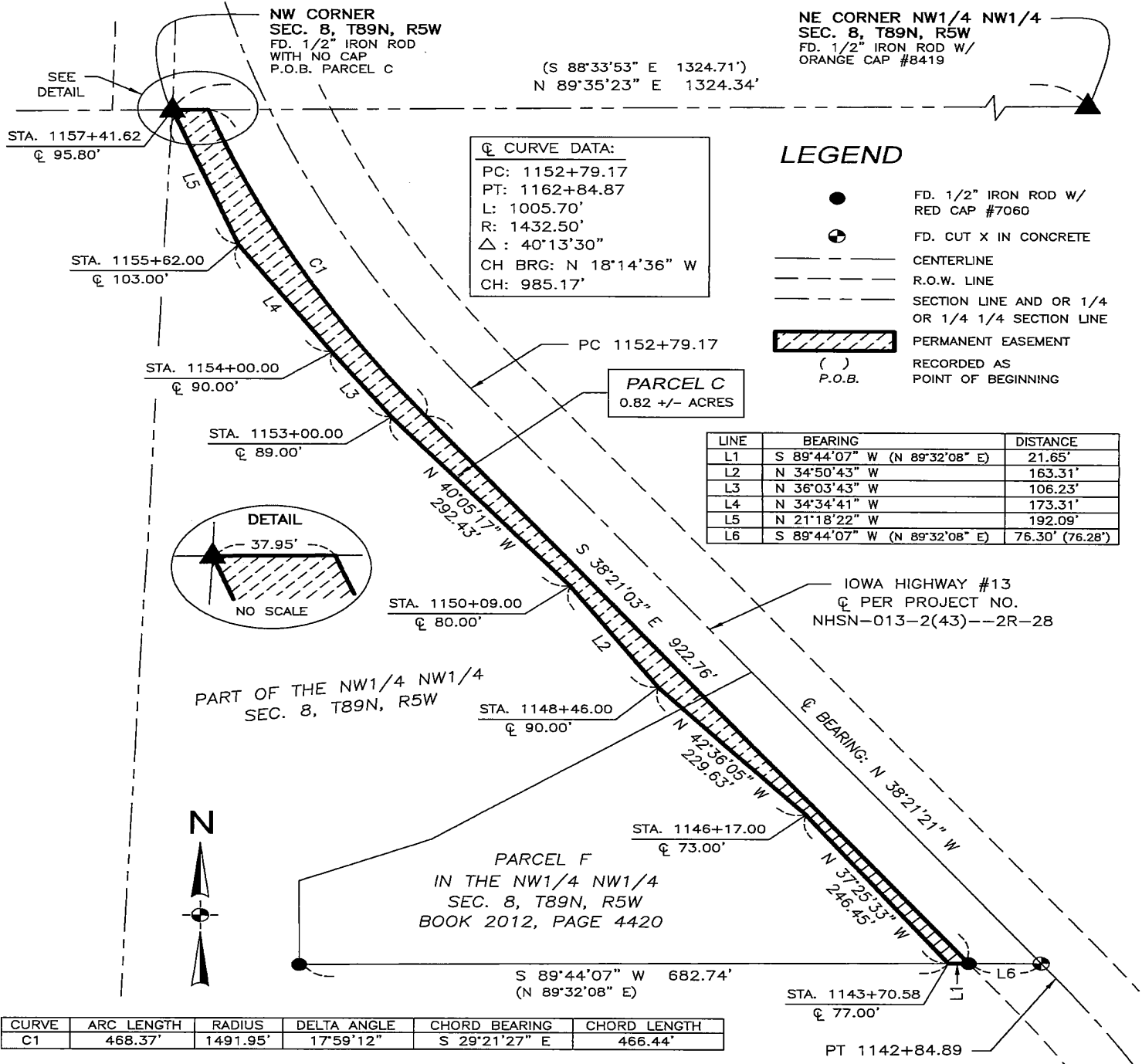
Brad J. Burger 7/28/2022
 BRAD J. BURGER LICENSE NO. 20281 DATE
 My license renewal date is December 31, 2022.
 Pages or sheets covered by this seal: This page only

Iowa Department of Transportation

ACQUISITION PLAT
EXHIBIT "A-2 OF 3"



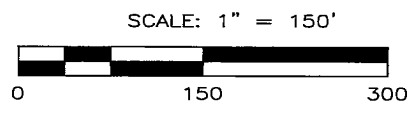
COUNTY DELAWARE STATE CONTROL NO. _____
 ROW PROJECT NO. NHSN-013-2(43)--2R-28 PARCEL NO. 23
 SECTION 8 TOWNSHIP 89 NORTH RANGE 5 WEST
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 ACCESS RIGHTS ACQUIRED - STA _____ STA _____ SIDE ROAD _____ SIDE
 ACQUIRED FROM _____



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 BRAD J. BURGER LICENSE NO. 20281 DATE
 My license renewal date is December 31, 2022.

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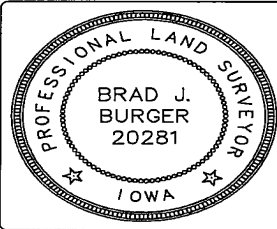
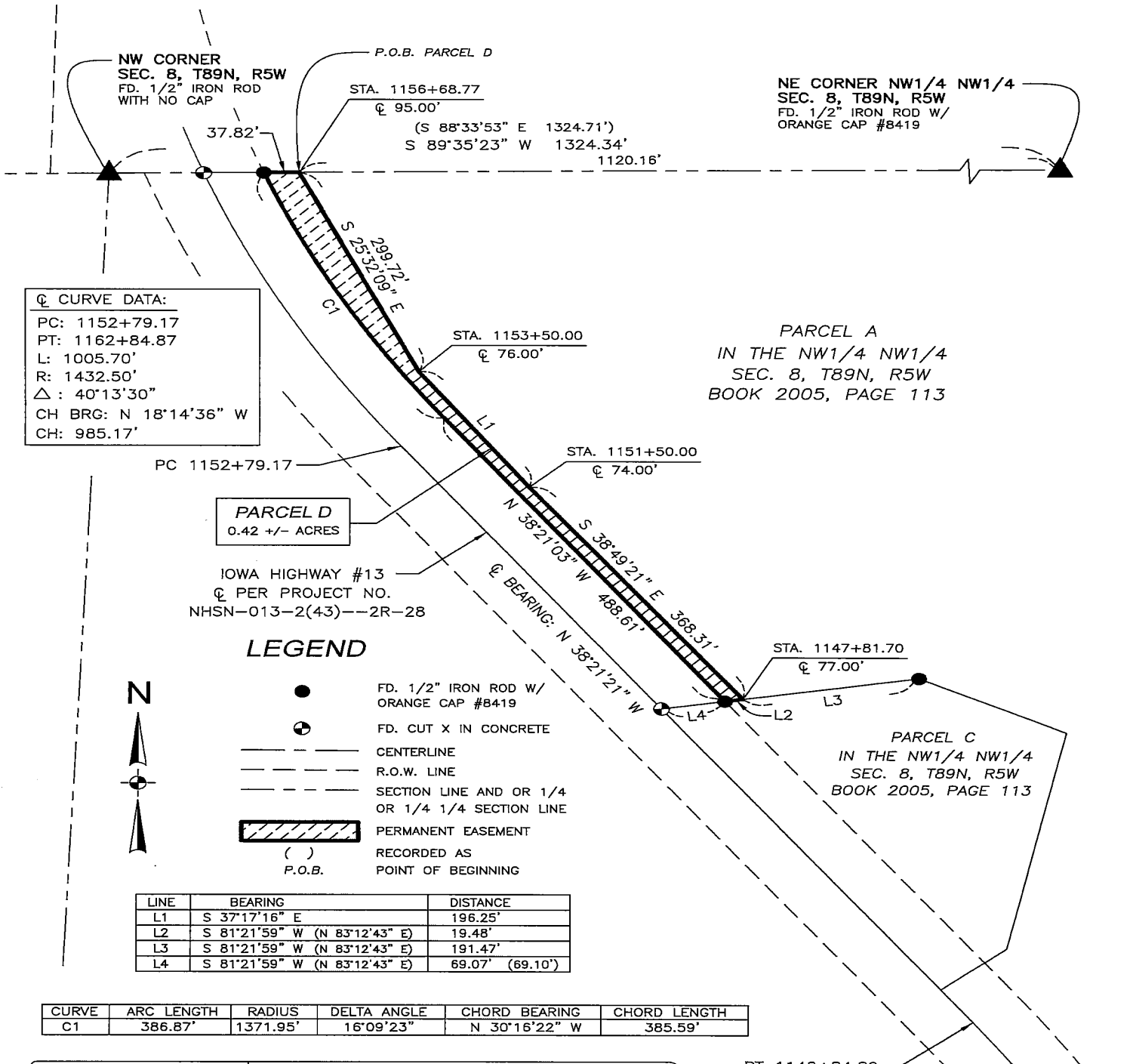


Iowa Department of Transportation

ACQUISITION PLAT
EXHIBIT "A-3 OF 3"



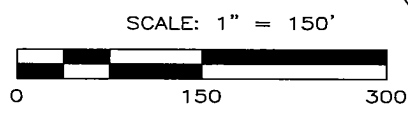
COUNTY DELAWARE STATE CONTROL NO. _____
 ROW PROJECT NO. NHSN-013-2(43)--2R-28 PARCEL NO. 23
 SECTION 8 TOWNSHIP 89 NORTH RANGE 5 WEST
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Brad J. Burger 7/28/2022
 BRAD J. BURGER LICENSE NO. 20281 DATE
 My license renewal date is December 31, 2022.

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IOWA DEPARTMENT OF TRANSPORTATION
 RIGHT OF WAY BUREAU
 PLOT PLAN


PARCEL NO.: 23


OWNER: Linda M Kirby

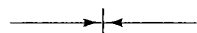
SECTION: 8 T 89 N-R 5 W.

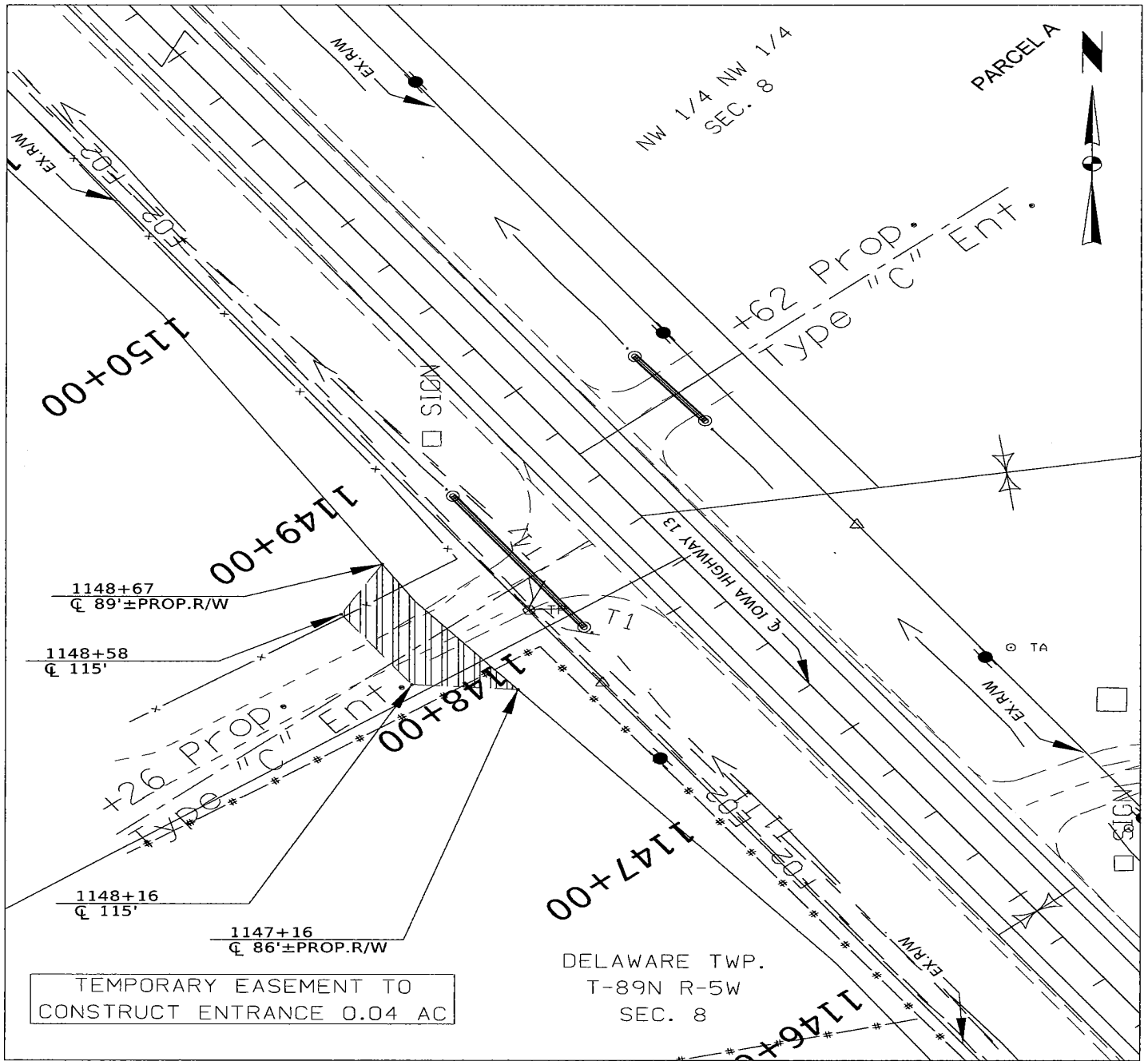
SCALE: 1" = 50'

LEGEND

W.D. OR EASEMENT LINE: 

ACCESS LOCATION POINT: 

PROPERTY LINE: 



COUNTY: DELAWARE

PROJECT NO.: NHSN-013-2(43)--2R-28