

Recorded: 7/13/2023 at 2:38:48.0 PM  
 County Recording Fee: \$37.00  
 Iowa E-Filing Fee: \$3.00  
 Combined Fee: \$40.00  
 Revenue Tax:  
 Delaware County, Iowa  
 Daneen Schindler RECORDER  
 BK: 2023 PG: 1610

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](http://www.iowadot.gov/rightofway)

**PURCHASE AGREEMENT**

Parcel Number: 30 County: Delaware  
 Project Number: NHSN-013-2(43)-2R-28 Route Number: IA 13  
 Seller: Dianne K. Foust, single

THIS AGREEMENT entered into this 10th day of July, 2023  
 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: SW1/4 of NW Fractional 1/4 and NW Fractional 1/4 of NW Fractional 1/4, all in Section 5, 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 4-6, Acquisition Plats Exhibit A-1 and A, including the following buildings, improvements and other property:

↑  
 Land A2

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
	On conveyance of title	
	On surrender of possession	
\$6,620.00	On possession and conveyance	60 days after Buyer approval
\$6,620.00	Total Lump-Sum Amount	


Breakdown	Ac/Sq. Ft.	Fence	na	rods woven
Land by fee title	none		na	rods woven
Underlying fee title	none	Fence	na	rods barbed
Permanent easement to state for roadway purposes	0.32 acres			
Permanent easement to county for roadway purposes	0.02 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 John Hoffmann (crops); Robert J. Ries and Jennifer L. Ries (manure agreement)
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 this 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 a type C entrance at Sta. 1197+25, 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 7 of this agreement, graphically illustrates the proposed temporary easement area being granted. The temporary easement shall terminate on completion of this highway project.
16. Buyer paying crop tenant for weed/erosion control on the premises sought and described herein for the 2023 crop year with the planted crop.

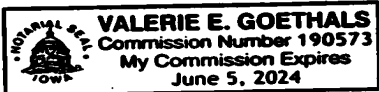
**Seller's signature and claimant's certification:** Upon due approval and execution by the Buyer, the undersigned sellers/claimants certify the total lump-sum payment amount shown here is just and unpaid.

By X Dianne K. Foust  
 Dianne K. Foust, single  
 709 Anderson Street  
 Manchester, IA 52057

This section to be completed by a Notary Public.

<b>SELLER'S ACKNOWLEDGEMENT</b>	<b>CAPACITY CLAIMED BY SIGNER:</b>
STATE OF <u>Iowa</u> } COUNTY OF <u>Delaware</u> } ss: On this <u>13</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>Dianne K. Foust</u>	<input checked="" 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. <u>[Signature]</u> (Sign in ink) <u>Tom Herrick</u> (Print/type name) Notary Public in and for the State of <u>Iowa</u> My commission expires <u>4-21-25</u>	<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: _____
(NOTARIAL SEAL) 	<b>SIGNER IS REPRESENTING:</b> List name(s) of entity(ies) or person(s)

<b>BUYER'S APPROVAL</b>	
Recommended by (Sign in ink): X <u>[Signature]</u>	(Date) <u>6/21/2023</u>
(Printed Name): <u>Scott Henning</u> Project Agent	
Approved by (Sign in ink): X <u>[Signature]</u>	(Date) <u>JUL 10 2023</u>
(Printed Name): <u>Brad Hofer</u> Right of Way Director	<u>Mike Jackson</u>

<b>BUYER'S ACKNOWLEDGEMENT</b>	
STATE OF IOWA } COUNTY OF STORY } ss:	
On this <u>10th</u> day of <u>July</u> <u>2023</u> , before me, the undersigned, <u>Mike Jackson</u> personally appeared <u>for</u> 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.	
(NOTARIAL SEAL) 	<u>[Signature]</u> Notary Public in and for the State of Iowa

# Iowa Department of Transportation

ACQUISITION PLAT  
EXHIBIT "A1 OF 2"



COUNTY DELAWARE STATE CONTROL NO. \_\_\_\_\_  
 ROW PROJECT NO. NHSN-013-2(43)--2R-28 PARCEL NO. 30  
 SECTION 5 TOWNSHIP 89 NORTH RANGE 5 WEST  
 ROW-FEE \_\_\_\_\_ AC, EASE 0.26 +/- AC EXCESS-FEE \_\_\_\_\_ AC  
 ACCESS RIGHTS ACQUIRED - STA \_\_\_\_\_ STA \_\_\_\_\_ MAIN LINE \_\_\_\_\_ SIDE  
 ACCESS RIGHTS ACQUIRED - STA \_\_\_\_\_ STA \_\_\_\_\_ SIDE ROAD \_\_\_\_\_ SIDE  
 ACQUIRED FROM \_\_\_\_\_



IOWA HIGHWAY #13  
 ☉ PER PROJECT NO.  
 NHSN-013-2(43)--2R-28  
 ☉ BEARING: N 01°40'00" E

## LEGEND

- 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

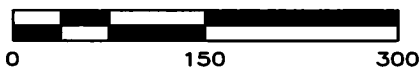
LINE	BEARING	DISTANCE
L1	S 89°49'33" E	68.82'
L2	N 01°38'28" E	33.01'
L3	N 01°38'28" E	240.56'
L4	S 00°04'56" E	276.13'
L5	S 00°05'17" W	254.10'
L6	S 09°06'50" W	122.03'

### ACREAGE SUMMARY TABLE

PARCEL A OF PARCEL 30	NW FRL.1/4 NW FRL.1/4 SEC. 5, T89N, R5W	SW1/4 NW FRL.1/4 SEC. 5, T89N, R5W
	ACRES	ACRES
	0.03 +/-	0.23 +/-

DATE DRAWN: 8/12/2022  
 DATE REVISED: 5/31/2023

SCALE: 1" = 150'

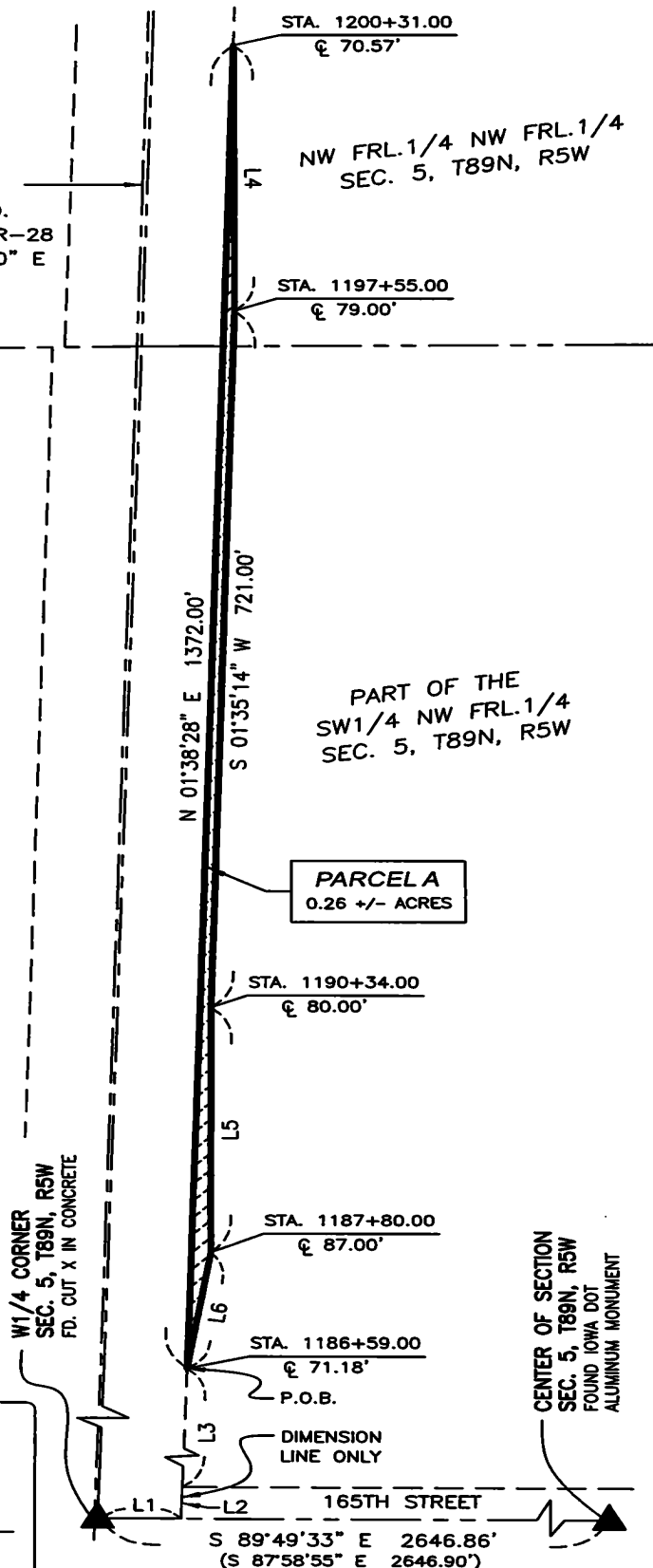


I hereby certify that this land surveying document was prepared and the related survey work was performed by me or under my direct personal supervision and that I am a duly licensed Land Surveyor under the laws of the State of Iowa.

*Brad J. Burger* 5/31/2023  
 BRAD J. BURGER LICENSE NO. 20281 DATE

My license renewal date is December 31, 2024

Pages or sheets covered by this seal:                      This page only

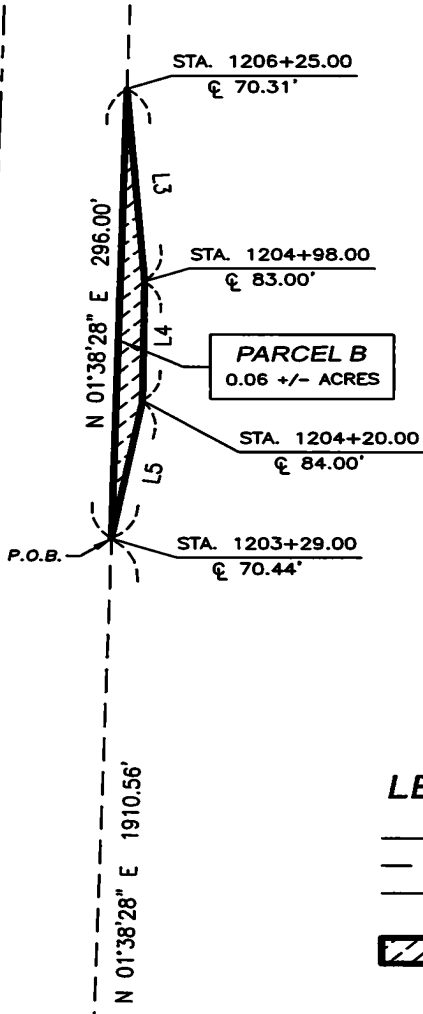


# Iowa Department of Transportation

ACQUISITION PLAT  
EXHIBIT "A2 OF 2"



COUNTY DELAWARE STATE CONTROL NO. \_\_\_\_\_  
 ROW PROJECT NO. NHSN-013-2(43)--2R-28 PARCEL NO. 30  
 SECTION 5 TOWNSHIP 89 NORTH RANGE 5 WEST  
 ROW-FEE \_\_\_\_\_ AC, EASE 0.06 +/- AC EXCESS-FEE \_\_\_\_\_ AC  
 ACCESS RIGHTS ACQUIRED - STA \_\_\_\_\_ STA \_\_\_\_\_ MAIN LINE \_\_\_\_\_ SIDE \_\_\_\_\_  
 ACCESS RIGHTS ACQUIRED - STA \_\_\_\_\_ STA \_\_\_\_\_ SIDE ROAD \_\_\_\_\_ SIDE \_\_\_\_\_  
 ACQUIRED FROM \_\_\_\_\_



LINE	BEARING	DISTANCE
L1	S 89°49'33" E	68.82'
L2	N 01°38'28" E	33.01'
L3	S 04°02'23" E	127.63'
L4	S 00°55'56" W	78.01'
L5	S 10°08'29" W	92.00'

NW FRL. 1/4 NW FRL. 1/4  
SEC. 5, T89N, R5W

IOWA HIGHWAY #13  
 ☉ PER PROJECT NO.  
 NHSN-013-2(43)--2R-28  
 ☉ BEARING: N 01°40'00" E

### LEGEND

- 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

W1/4 CORNER  
SEC. 5, T89N, R5W  
FD. CUT X IN CONCRETE

DIMENSION  
LINE ONLY

CENTER OF SECTION  
SEC. 5, T89N, R5W  
FOUND IOWA DOT  
ALUMINUM MONUMENT

165TH STREET

S 89°49'33" E 2646.86'  
(S 87°58'55" E 2646.90')



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* 5/31/2023  
 BRAD J. BURGER LICENSE NO. 20281 DATE  
 My license renewal date is December 31, 2024  
 Pages or sheets covered by this seal: This page only

DATE DRAWN: 8/12/2022  
DATE REVISED: 5/31/2023

SCALE: 1" = 100'



# Iowa Department of Transportation

ACQUISITION PLAT

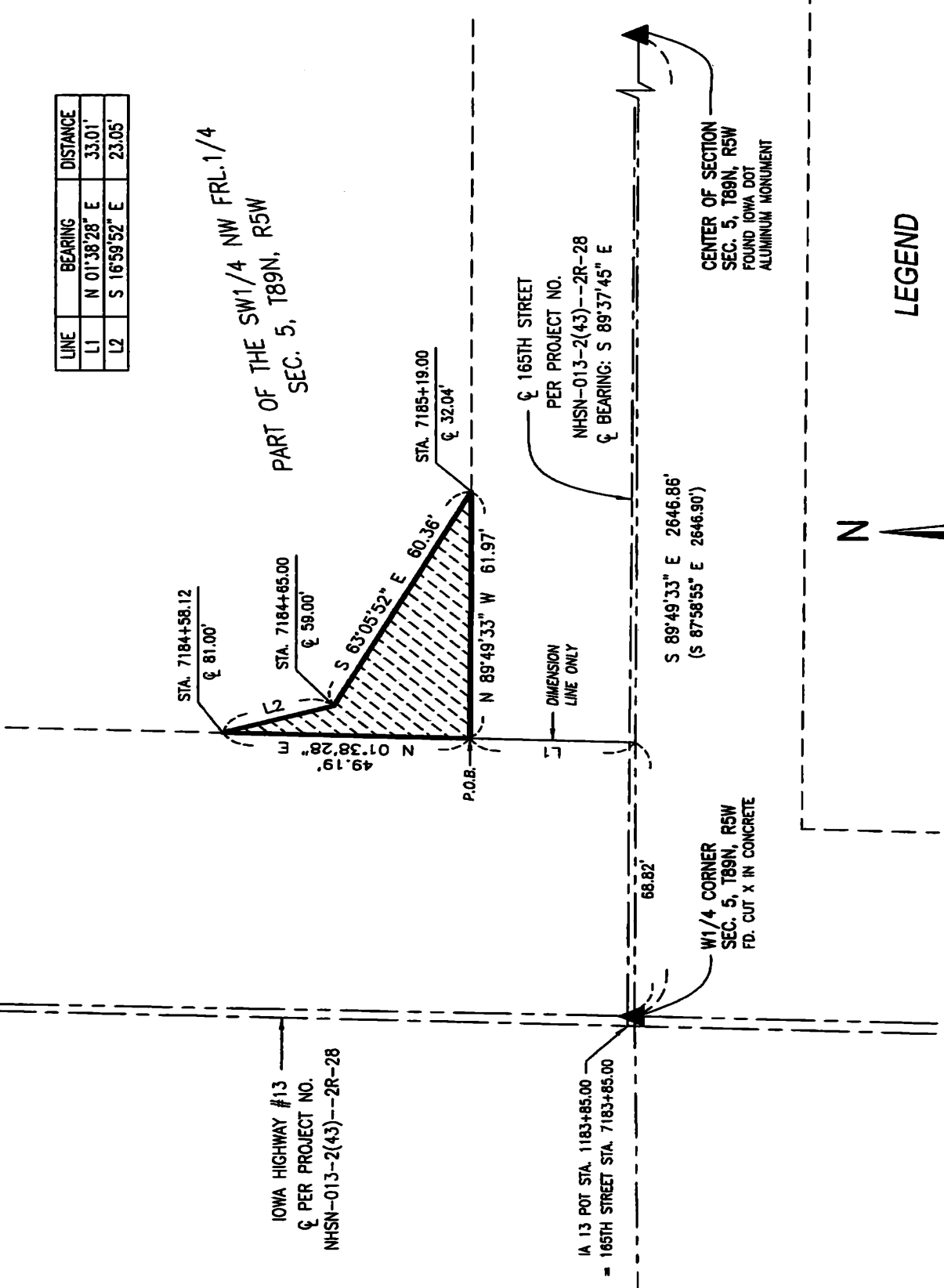
EXHIBIT "A"



COUNTY DELAWARE STATE CONTROL NO. \_\_\_\_\_  
 ROW PROJECT NO. NHSN-013-2(43)--2R-28 PARCEL NO. 30  
 SECTION 5 TOWNSHIP 89 NORTH RANGE 5 WEST  
 ROW-FEE \_\_\_\_\_ AC, EASE \* 0.02 +/- AC EXCESS-FEE \_\_\_\_\_ AC  
 ACCESS RIGHTS ACQUIRED - STA \_\_\_\_\_ STA \_\_\_\_\_ MAIN LINE \_\_\_\_\_ SIDE \_\_\_\_\_  
 ACCESS RIGHTS ACQUIRED - STA \_\_\_\_\_ STA \_\_\_\_\_ SIDE ROAD \_\_\_\_\_ SIDE \_\_\_\_\_  
 ACQUIRED FROM \_\_\_\_\_

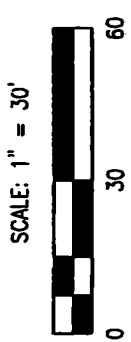
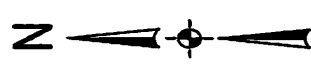
\* ACQUIRED IN THE NAME OF DELAWARE COUNTY

LINE	BEARING	DISTANCE
L1	N 01°38'28" E	33.01'
L2	S 16°59'52" E	23.05'



## LEGEND

- 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** 8/12/2022  
 BRAD J. BURGER LICENSE NO. 20281 DATE  
 My license renewed date is December 31, 2022.  
 Pages or sheets covered by this set: \_\_\_\_\_ This page only \_\_\_\_\_

PROFESSIONAL LAND SURVEYOR

BRAD J. BURGER

20281

IOWA

