Recorded: 8/2/2023 at 2:40:18.0 PM

County Recording Fee: \$82.00 lowa E-Filing Fee: \$3.00 Combined Fee: \$85.00

Revenue Tax:

Delaware County, Iowa
Daneen Schindler RECORDER

BK: 2023 PG: 1815

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:	39	_ County:	Delaware				
Project Number:	NHSN-013-2(43)2R-28	_ Route Number:	013				
Seller:	Daniel Tekippe and Mary Tekippe, husband and wife						
THIS AGREEMENT entered into this3/s+ day of							

- 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: NE 1/4 of the SE 1/4 in Section 19, T90N, R5W of the 5th P.M.; SE 1/4 in Section 19, T90N, R5W of the 5th P.M.; NE 1/4 of the NE 1/4 in Section 30, T90N, R5W of the 5th P.M.; SE 1/4 of the NE 1/4 in Section 30, T90N, R5W of the 5th P.M.; NE 1/4 of the SE 1/4 in Section 30, T90N, R5W of the 5th P.M.; all in Delaware County, lowa and more particularly described on pages 11-16 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
	On conveyance of title	
	On surrender of possession	
\$77,758.00	On possession and conveyance	January 10, 2024
\$77,758.00	Total Lump-Sum Amount	

Breakdown	Ac/Sq. F	t:			
Land by fee title	N/A		Fence	N/A	rods woven
Underlying fee title	N/A		Fence	166	rods barbed
Permanent easement to					
State of Iowa for roadway		•			
purposes	2.83	acres			
Permanent easement to					
Delaware County for		1			
roadway purposes	.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 (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 lowa 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 lowa 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 easements for the purpose of constructing entrances and channel shaping. The Right-of-Way Design Plot Plan, attached as pages 5-10 of this agreement, graphically illustrates the proposed temporary easement areas being granted. The temporary easements shall terminate on completion of this highway project.
- 15. It is understood and agreed that the entrance at Sta. 1326+30 on the left side will be closed.
- 16. Buyer agrees to construct the following entrances:

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Type "C" at Sta. 1282+55 on the left side Type "C" at Sta. 1303+14 on the left side Type "C" at Sta. 1311+98 on the left side Type "C" at Sta. 1324+70 on the left side Type "C" at Sta. 1327+00 on the left side Joint type "C" at Sta. 1343+30 on the left side
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It is understood and agreed all other entrances within the construction limits not listed or allowed in this agreement will be eliminated.

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.

18. The Buyer agrees to pay the cost of 166 rods of barbed fencing and 38 corner sets. Payment will be made at the rate of \$40.00 per rod and \$166.00 per corner 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.

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.

1383 State Hwy. 13	•						
Manchester, IA 52057	1						
This section to be completed by a Notary Public.							
SELLER'S ACKNOWLEDGEMENT	CAPACITY CLAIMED BY SIGNER:						
STATE OF Towa }							
COUNTY OF } ss:	CORPORATE						
On this 11 4 day of 5 1 A.D. 2023	Title(s) of Corporate Officer(s):						
before me, the undersigned, a notary public in and for said state, personally							
appeared Daniel Telippe and Mary Telippe							
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)	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)						
Notary Public in and for the State of	Other:						
My commission expires August 10, 2024							
(NOTARIAL SEAL)	SIGNER IS REPRESENTING: List name(s) of entity(ies) or person(s)						
ZACH D. ENGSTROM Commission Number 791493 My Commission Expires O8 - (0 - 2024							
BUYER'S APPROVAL							
Recommended by (Sign in ink): X	(Date) 7/17/2023						
Project Agent							
(Printed Name): Scott Henning							
Approved by							
(Sign in ink): X Right of Way Director	(Date) JUL 3 1 2023						
(Printed Name): Brad Hofer							
BUYER'S ACKNOWLEDGEMENT							
STATE OF IOWA }							
COUNTY OF STORY } ss:							
On this	, before me, the undersigned,						
personally appeared ROW Director, Brad Hofer 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.							
VALERIE E. GOETHALS Commission Number 190573 My Commission Expires June 5, 2024	. Tether						
(NOTARIAL SEAL) Notary Public in ar	nd for the State of Iowa						

IOWA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY BUREAU PLOT PLAN

PARCEL NO.: 39

OWNER: Daniel & Mary Tekippe

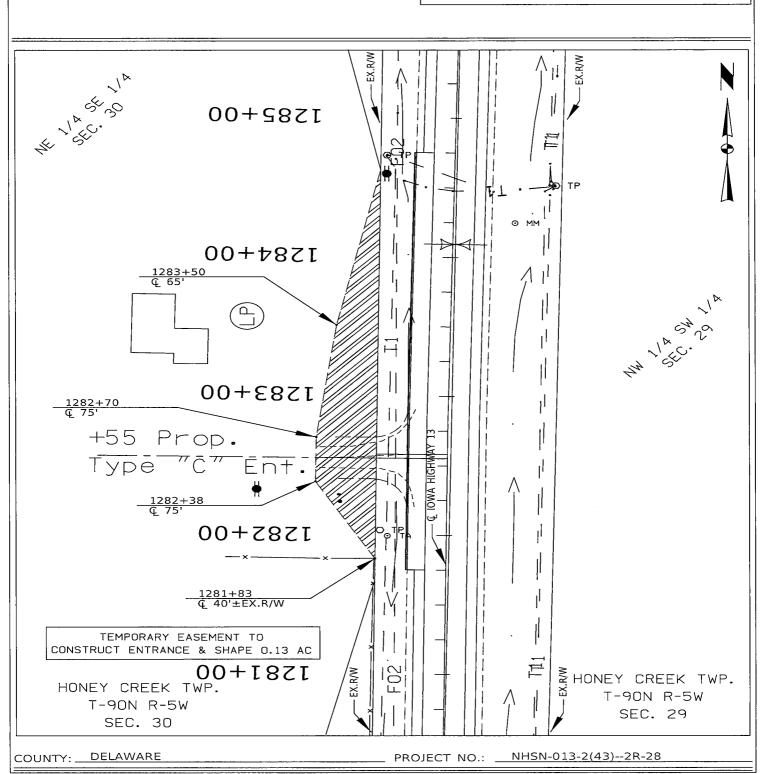
SECTION: 30 T 90 N-R 5 W.

SCALE:1"=____50'

W.D. OR EASEMENT LINE:

ACCESS LOCATION POINT:

PROPERTY LINE:



IOWA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY BUREAU PLOT PLAN PARCEL NO.: 39 OWNER: Daniel & Mary Tekippee SECTION: 30 T 90 N-R 5 W. LEGEND SCALE:1"=<u>50'</u> W.D. OR EASEMENT LINE: ACCESS LOCATION POINT: PROPERTY LINE: HONEY CREEK TWP. HONEY CREEK TWP. .R | | T-90N R-5W T-90N R-5W 1302+00 SEC. 30 SEC. 29 TEMPORARY EASEMENT TO CONSTRUCT ENTRANCE 0.01 AC 1304+00 +14 Prop. Type "C" Ent - 00+E0E1 1302+95 © 76'±PROP.R/W 1302+00 St. 18tc. 00+10E 1 3. COUNTY: <u>DELAWAR</u>E PROJECT NO .: _ NHSN-013-2(43)--2R-28

IOWA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY BUREAU PLOT PLAN

PARCEL NO.: 39

OWNER: Daniel & Mary Tekippe

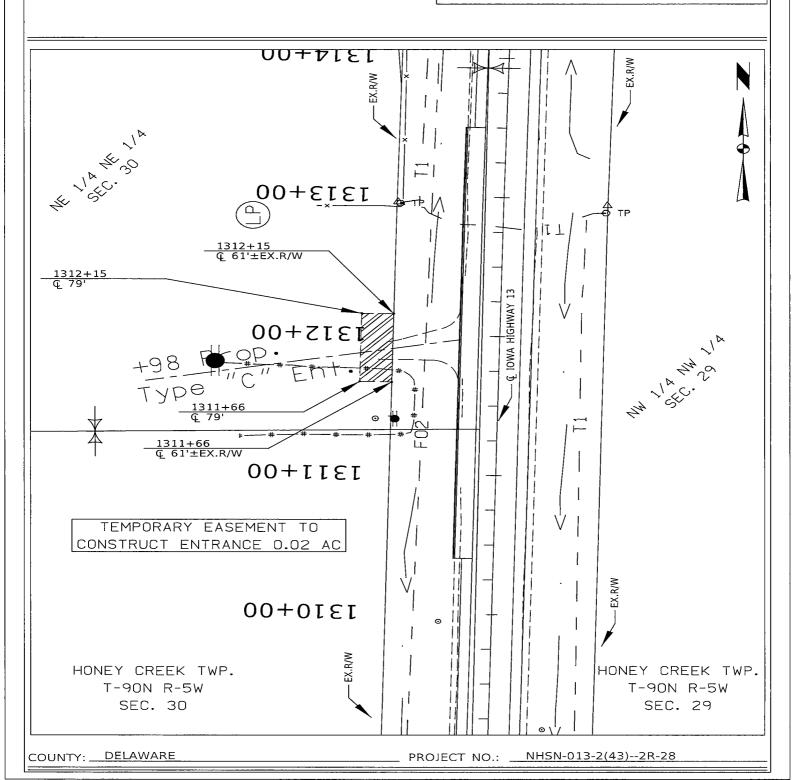
SECTION: 30 T 90 N-R 5 W.

SCALE:1"=____50'

W.D. OR EASEMENT LINE:

ACCESS LOCATION POINT:

PROPERTY LINE:



IOWA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY BUREAU PLOT PLAN PARCEL NO.: 39 OWNER: Daniel & Mary Tekippe SECTION: 19 T 90 N-R 5, W. LEGEND SCALE:1"=____50' W.D. OR EASEMENT LINE: ACCESS LOCATION POINT: PROPERTY LINE: 1323+00 TEMPORARY EASEMENT FOR CHANNEL SHAPING 0.12 Acres 1322+00 IOWA HIGHWAY 1321+00 1320+42 **Q** 189' 1319+92 © 96'±Prop.R/W 13/19+00 HONEY CREEK TWP. HONEY CREEK TWP. EX.R/W T-90N R-5W T-90N R-5W SEC. 20 SEC. 19 1318+00 COUNTY: DELAWARE PROJECT NO.: NHSN-013-2(43)--2R-28

IOWA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY BUREAU PLOT PLAN PARCEL NO.: 39 OWNER: Daniel & Mary Tekippe SECTION: 19 T 90 N-R 5 W. LEGEND SCALE: 1"=_____50 W.D. OR EASEMENT LINE: ACCESS LOCATION POINT: PROPERTY LINE: 1329+00 TEMPORARY EASEMENT TO CONSTRUCT ENTRANCES & SHAPE 0.30 Acres 1328+00 HONEY CREEK TWP. HIGHWAY HONEY CREEK TWP. T-90N R-5W T-90N R-5W SEC. 20 SEC. 19 IOWA +00 Prop. Type "C" Ent. ---- 00+(ZEI +30 (CLOSE) Type "C" Ent: 00+9781 +70 Prop. <u>Туре "С</u>", EX.R/W · 1\$24+00 EX.R/W

1324+14 © 86'±Prop.R/W

COUNTY: <u>DELAWARE</u>

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NHSN-013-2(43)--2R-28

PROJECT NO .: _

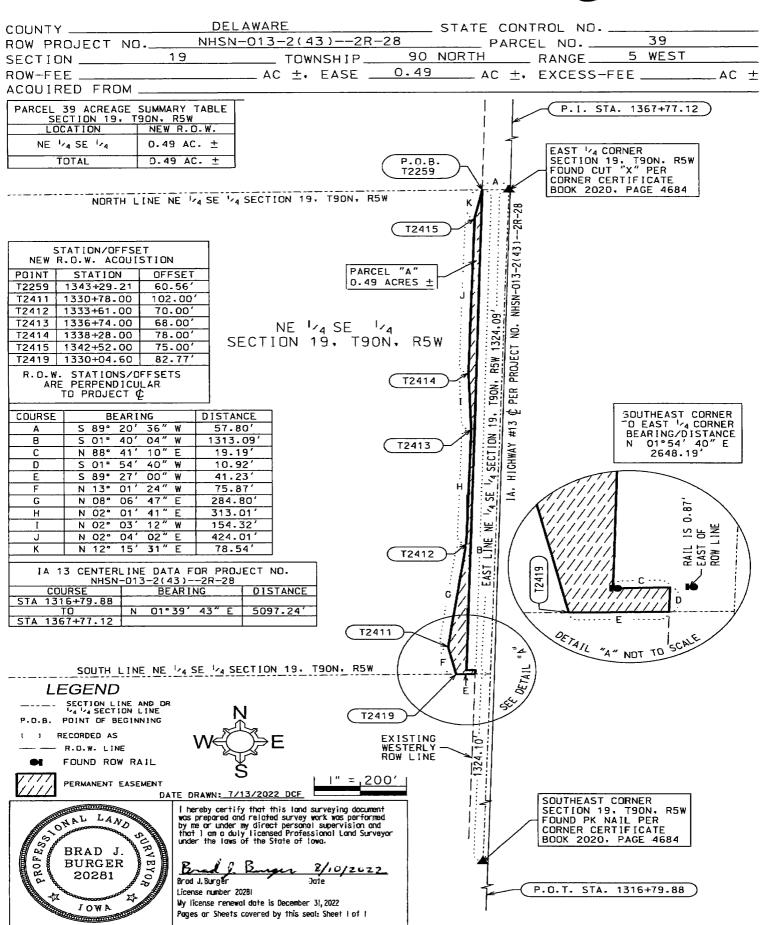
IOWA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY BUREAU

PLOT PLAN PARCEL NO.: 39 OWNER: Daniel & Mary Tekippe SECTION: ___19 __T __90 __N-R __5 __W. LEGEND SCALE:1"=____50' W.D. OR EASEMENT LINE: ACCESS LOCATION POINT: PROPERTY LINE: HONEY CREEK TWP. 00+StE HONEY CREEK TWP. T-90N R-5W 7-90N R-5W SEC. 19 SEC. 20 TEMPORARY EASEMENT TO CONSTRUCT ENTRANCE 0.01 AC 1344+00 +30_Prop._Jt. Type "C" Ent. 1343±00 1343+08 © 65'±PROP.R/W 1345+00 1341+00 COUNTY: <u>DELAWARE</u> PROJECT NO.: NHSN-013-2(43)--2R-28

Iowa Department of Transportation

ACQUISITION PLATEXHIBIT "A-1 OF 5"

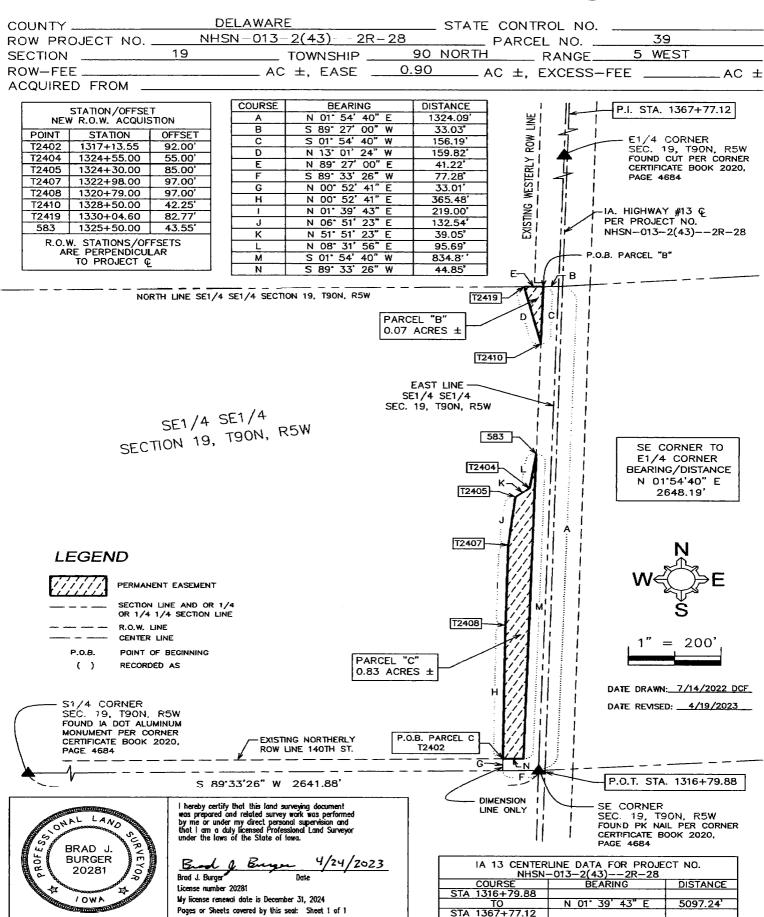




Iowa Department of Transportation ACQUISITION PLAT

EXHIBIT "A-2 OF 5"

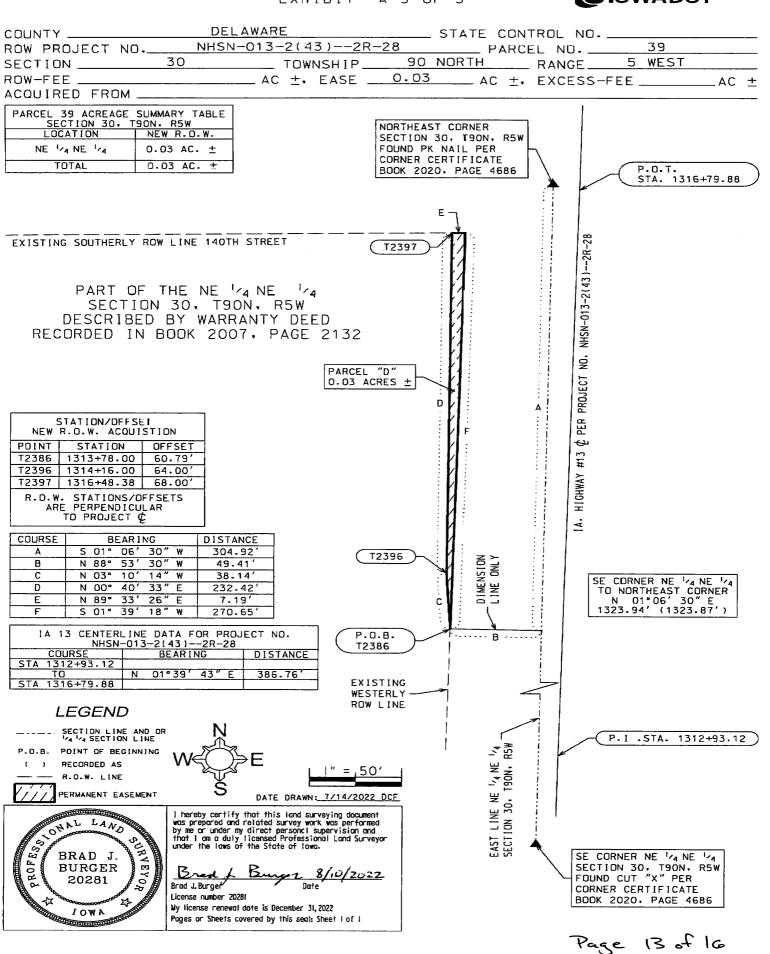




Iowa Department of Transportation

ACQUISITION PLATEXHIBIT "A-3 OF 5"

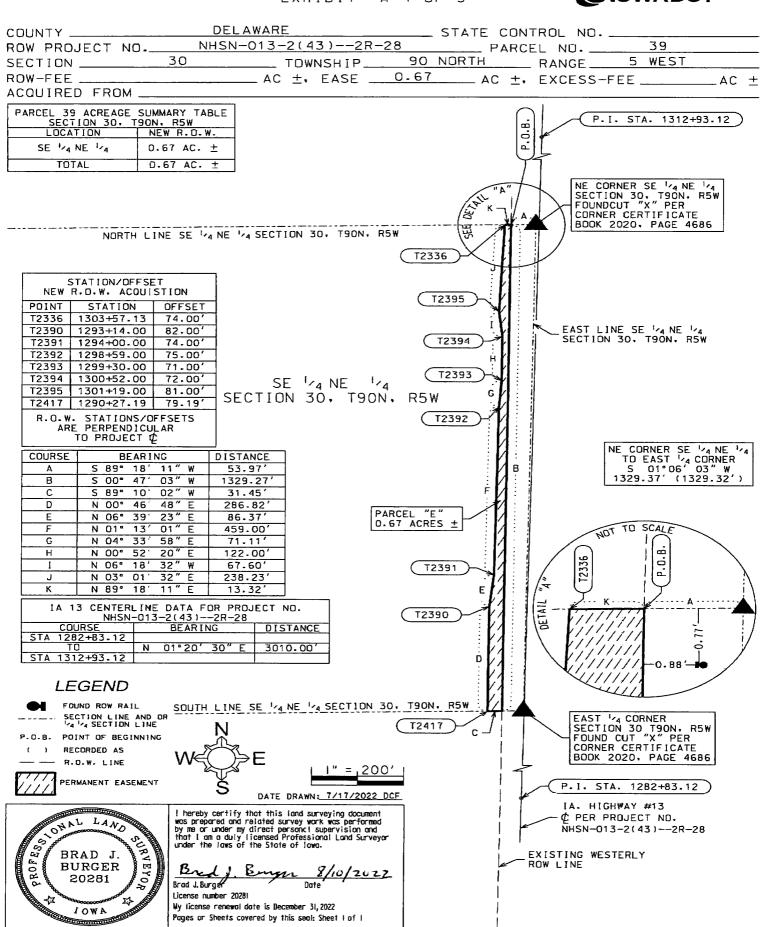




lowa Department of Transportation

ACQUISITION PLAT EXHIBIT "A-4 OF 5"

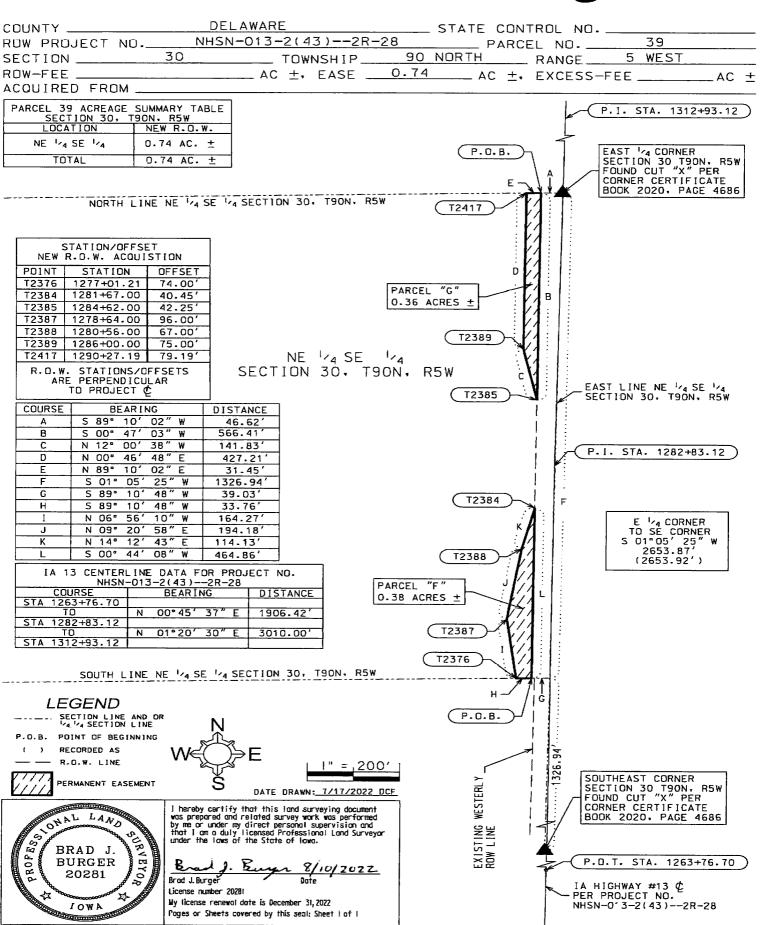




lowa Department of Transportation

ACQUISITION PLATEXHIBIT "A-5 OF 5"





Iowa Department of Transportation

ACQUISITION PLATEXHIBIT "A"



