

Recorded: 8/21/2023 at 10:20:35.0 AM  
County Recording Fee: \$22.00  
Iowa E-Filing Fee: \$3.00  
Combined Fee: \$25.00  
Revenue Tax:  
Delaware County, Iowa  
Daneen Schindler RECORDER  
BK: 2023 PG: 1961

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 634010 (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

### TEMPORARY EASEMENT PURCHASE AGREEMENT

Parcel Number: 29 County: Delaware  
Project Number: NHSN-013-2(43)-2R-28 Route Number: IA 13  
Seller: Roger D. Groth and Connie J. Groth, husband and wife

THIS AGREEMENT entered into this 14<sup>th</sup> day of August, 2023  
by and between, Seller and the Iowa Department of Transportation, acting for the State of Iowa, Buyer.

1. Seller grants to the Buyer a temporary easement upon Seller's real estate, hereinafter referred to as the premises, situated in parts of the following: NE1/4 of the SE1/4 of Section 6, Township 89 North, Range 5 West of the 5<sup>th</sup> P.M., in the County of Delaware, State of Iowa, and more particularly described on page 4, for the purpose of shaping 0.01 acres and shown on the project plans for said highway improvement. 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, and the following buildings, improvement and other property: All land, trees, shrubs, landscaping and surfacing attached to the premises sought and described herein.

Seller consents to any change of grade of the highway and accepts payment under this agreement for any and all damages arising from a change. 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 construction of this public improvement project.

2. The Buyer agrees to pay to the Seller the total lump-sum payment of \$4,441.00 on or before 60 days after Buyer approval. Seller agrees to grant possession of the premises upon payment. The Buyer may include mortgagees, lien holders, encumbrances, and taxing authorities as payees on agreement payment warrants.
3. The Seller warrants that there are no tenants on the premises holding under lease, except Groth Services, L.L.C.
4. It is agreed that the right of temporary easement granted by this agreement shall terminate upon the completion of the highway project.
5. This agreement shall apply to and bind the legal successors in interest of the Seller. The Seller agrees to warrant good and sufficient title. The names and addresses of any lien holders are none.
6. If this agreement is recorded, 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. The Seller agrees to obtain court approval of this agreement, if requested by the Buyer, if title to the premises becomes an asset of any estate, trust, conservatorship or guardianship. The Buyer agrees to pay court approval and all other costs necessary to transfer the premises to the Buyer, with the exception of

attorney fees. Claims for transfer costs shall be paid in amounts supported by paid receipts or signed invoices.

7. Buyer agrees that any agricultural drain tiles 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 only at no expense to the Seller. The Buyer shall have 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 the same to restrain livestock.
8. 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.
9. 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.
10. 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 located in the temporary easement. There is private sewage disposal system located outside the temporary easement to the west. The design has been revised from a permanent easement to this temporary easement to not impact any of the lateral lines of the septic system.
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, Section 6B.52.
12. The Buyer agrees to pay the cost of 9 rods of woven fencing and 4 brace/corner sets. Payment will be made at the rate of \$53.00 per rod and \$166 per brace/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.
13. Included in the total lump-sum payment amount shown on page 1 of this agreement is payment in full of four evergreen trees/landscaping and including installation is \$3,200.00.00.
14. Since the permanent easement has been removed, the Groth Services sign is no longer impacted and may remain in its current location as-is. It is understood and agreed that the Seller is no longer entitled to any rights to relocation assistance benefits since the sign is no longer impacted.
- 15 The entrance immediately west of the intersection on 165th Street is not to be 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 *Roger D. Groth*  
 Roger D. Groth  
 1690 165th Street  
 Manchester, IA 52057

By X *Connie J. Groth*  
 Connie J. Groth

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>18</u> day of <u>July</u> A.D. <u>2023</u> before me, the undersigned, a notary public in and for said state, personally appeared <u>Roger D. Groth and Connie J. Groth</u>	<input checked="" type="checkbox"/> INDIVIDUAL <input type="checkbox"/> CORPORATE Title(s) of Corporate Officer(s): _____
<input checked="" type="checkbox"/> to me personally known; or <input 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: _____
_____ (Sign in ink) _____ (Print/type name) Notary Public in and for the State of <u>Iowa</u> My commission expires <u>4-21-25</u> (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><i>Scott Henning</i></u> (Printed Name): <u>Scott Henning</u> Project Agent	(Date) <u>7/27/2023</u>
Approved by (Sign in ink): X <u><i>Brad Hofer</i></u> (Printed Name): <u>Brad Hofer</u> Right of Way Director	(Date) <u>AUG 13 2023</u>

<b>BUYER'S ACKNOWLEDGEMENT</b>	
STATE OF IOWA } COUNTY OF STORY } SS: On this <u>14<sup>th</sup></u> day of <u>August 2023</u> , before me, the undersigned, personally appeared <u>ROW Director, 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.	
	_____ Notary Public in and for the State of Iowa

IOWA DEPARTMENT OF TRANSPORTATION  
 RIGHT OF WAY BUREAU  
 PLOT PLAN


PARCEL NO.: 29


OWNER: Roger D Groth & Connie J Groth

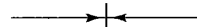
SECTION: 6 T 89 N-R 5 W.

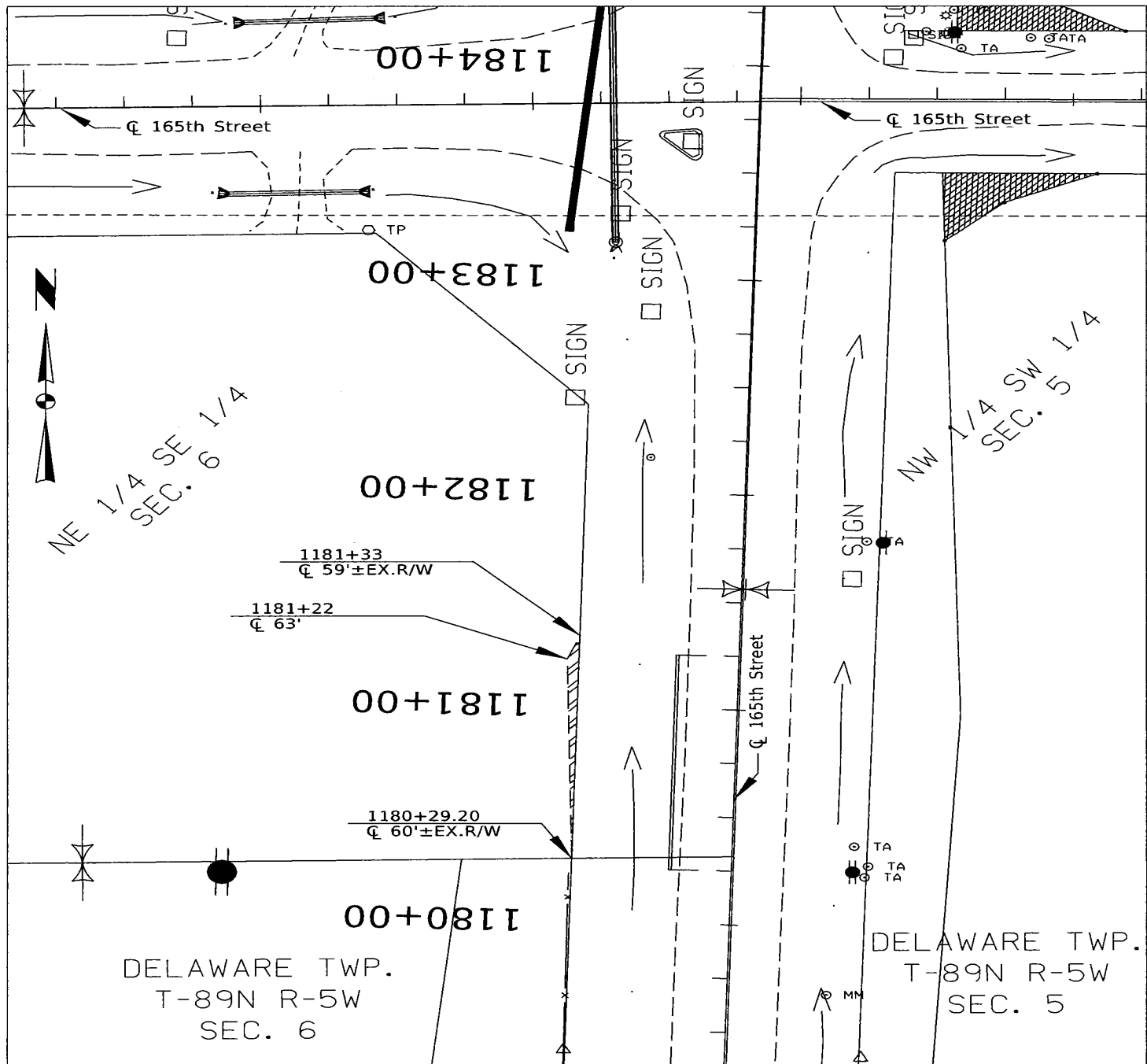
SCALE: 1" = 50'

LEGEND

W.D. OR EASEMENT LINE: 

ACCESS LOCATION POINT: 

PROPERTY LINE: 



COUNTY: DELAWARE

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