Recorded: 8/22/2023 at 1:19:39.0 PM

County Recording Fee: \$37.00 lowa E-Filing Fee: \$3.00 Combined Fee: \$40.00

Revenue Tax:

Delaware County, Iowa Daneen Schindler RECORDER

BK: 2023 PG: 2009

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)



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

PURCHASE AGREEMENT

Parcel Nun	nber: <u>25</u>	Co	unty:	Delaware	
Project Nu	mber: NHSN-013-2(43)-	-2R-28 Ro	ute Number	: IA 13	
Seller:	Susan K. Brogham	d Timothy T. Broesder, her nmer, single mer and Mary D. Broghamr			
oy and betw 1. The S Buyer, parts of 5 Wes	eller agrees to sell and f and the Buyer agrees to of the following: NE1/4 of 3	a Department of Transpo furnish to the Buyer a cor o buy the following real e SE1/4 and SE1/4 of the SE ounty of Delaware, State of	rtation, acting eveyance doc state, herein e1/4, all in Se lowa, and m	ng for the State of cument, on form(s after referred to a ection 6, Township nore particularly de	s) furnished by the as the premises, in 5 89 North, , Range escribed on page 7
All land 2. The B	d, trees, shrubs, landscap uyer agrees to pay, and tl	ing and surfacing attached he Seller agrees to grant, t lises as shown on or before	to the premise to right of po	ses sought and de ossession, convey	escribed herein
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none

1.41 acres

Fence

Underlying fee title

purposes

Permanent easement to state for roadway

na rods barbed

- 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 C. Broghammer
- 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 lowa 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.
- 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 sought and herein, except none known in the permanent 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. The Buyer agrees to pay the cost of 61 rods of woven fencing and 13 corner/brace sets. Payment will be made at the rate of \$ 53.00 per rod and \$166.00 per 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.
- 15. Buyer paying tenant for weed/erosion control on the premises sought and described herein for the 2023 crop year for the planted crop.

- 16. The Sellers request, and the Buyer agrees, that the gross proceeds of this agreement shall be paid as follows:
 - 33 1/3 percent payable to Ellen Broesder and Timothy T. Broesder and all applicable interests, as described in items five and six of this agreement; and 33 1/3 percent payable to Susan K. Broghammer and all applicable interests as described in items five and six of this agreement and 33 1/3 percent payable to John C. Broghammer and Mary D. Broghammer and all applicable interests as described in items five and six of this agreement.

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. Ellen Broesder and Timothy T. Broesder, her husband Susan K. Broghammer, single John C. Broghammer and Mary D. Broghammer, his wife 1204 360th Street Bancroft, IA 50517 This section to be completed by a Notary Public. CAPACITY CLAIMED BY SIGNER: SELLER'S ACKNOWLEDGEMENT **⋈** INDIVIDUAL STATE OF CORPORATE Title(s) of Corporate Officer(s): day of (A.D. <u>20</u>23 before me, the undersigned, a notary public in and for said state, Corporate Seal is affixed personally appeared Ellen Broesder and Timothy T. Broesder No Corporate Seal procured to me personally known; or Limited Partnership proved to me on the basis of satisfactory evidence to be the person General Partnership (s) whose name(s) is/are subscribed to the within instrument and ATTORNEY-IN-FACT acknowledged to me that he/she/they executed the same in his/her/ EXECUTOR(s) or TRUSTEE(s) 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 GUARDIAN(s) or the person(s) acted, executed the instrument. CONSERVATOR(s) Other: Notary Public in and for the State of SIGNER IS REPRESENTING: List name(s) of entity(ies) or person(s) My commission expires Ellen Broesder and (NOTARIAL SEAL) KATHRYN SUE BLOCKER Commission Number 807693
My Commission Expires Timothy T. Broesder

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. Ellen Broesder and Timothy T. Broesder, her husband Susan K. Broghammer, single John C. Broghammer and Mary D. Broghammer, his wife Susan K. Broghamber 1146 N. Franklin Street Manchester, IA 52057 This section to be completed by a Notary Public. CAPACITY CLAIMED BY SIGNER: SELLER'S ACKNOWLEDGEMENT **⋈** INDIVIDUAL STATE OF **CORPORATE COUNTY OF** Title(s) of Corporate Officer(s): before me, the undersigned, a notary public in and for said state, Corporate Seal is affixed personally appeared Susan K. Broghammer No Corporate Seal procured to me personally known; or Limited Partnership proved to me on the basis of satisfactory evidence to be the person \lceil General Partnership (s) whose name(s) is/are subscribed to the within instrument and ATTORNEY-IN-FACT acknowledged to me that he/she/they executed the same in his/her/ EXECUTOR(s) or TRUSTEE(s) 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 GUARDIAN(s) or the person(s) acted, executed the instrument. CONSERVATOR(s) Other: (Sign in ink) (Print/type name) SIGNER IS REPRESENTING: Notary Public in and for the State of List name(s) of entity(ies) or person(s) My commission expires Susan K. Broghammer (NOTARIAL SEAL) TOM HERRICK

COMMISSION NO. 762691 MY COMMISSION EXPIRES

undersigned sellers/claimants certify the total lump-sum payment amount shown here is just and unpaid. Ellen Broesder and Timothy T. Broesder, her husband Susan K. Broghammer, single John C. Broghammer and Mary D. Broghammer, his wife By X Mary D. Broghammer

Mary D. Broghammer n C. Broghammer 15 162nd Avenue Manchester, IA 52057 This section to be completed by a Notary Public. **SELLER'S ACKNOWLEDGEMENT** CAPACITY CLAIMED BY SIGNER: M INDIVIDUAL STATE OF a Wo CORPORATE COUNTY OF enter Title(s) of Corporate Officer(s): A.D. day of 🤇 On this Ivro before me, the undersigned, a notary public in and for said state, personally appeared John C. Broghammer and Mary D. Broghammer to me personally known; or proved to me on the basis of satisfactory evidence to be the person Corporate Seal is affixed r(s) whose name(s) is/are subscribed to the within instrument and No Corporate Seal procured acknowledged to me that he/she/they executed the same in his/her/ Limited Partnership 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 General Partnership the person(s) acted, executed the instrument. ATTORNEY-IN-FACT EXECUTOR(s) or TRUSTEE(s) (Sign in ink) GUARDIAN(s) or (Print/type name) CONSERVATOR(s) Notary Public in and for the State of Other: My commission expires (NOTARIAL SEAL) SIGNER IS REPRESENTING: List name(s) of entity(lies) or person(s) John C. Broghammer and Mary D. Broghammer TOM HERRICK COMMISSION NO. 762691 MY COMMISSION EXPIRES **BUYER'S APPROVAL** Recommended by (Date) (Sign in ink): X Project Agent Scott Hennir (Printed Name): Approved by AUG 2 1 2023 (Date) (Sign in ink): X Right of Way Director (Printed Name): **Brad Hofer BUYER'S ACKNOWLEDGEMENT** STATE OF IOWA COUNTY OF STORY 2023, before me, the undersigned, Augusi On this day of 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

Seller's signature and claimant's certification: Upon due approval and execution by the Buyer, the

(NOTARIAL SEAL)

Commission Number 190573 My Commission Expires June 5, 2024

Notary Public in and for the State of Iowa

lowa Department of Transportation ACQUISITION PLAT

EXHIBIT "A"



PROJECT NO. N-ISN-013-2(43) - 2R-28 PARCEL NO. 25 SCOTION 6 ROW-FEE AC, EASE 1.41 +/- AC EXCESS—FEE AC EXCESS RIGHTS ACQUIRED - STA ACCESS RIGHTS ACQUIRED - STA STA SIDE ROAD SID	COUNTY	DELAWARE			STATE CO	STAC	OL NO.		
SECTION 6 TOWNSHIP 89 NORTH RANCE 5 WIST ROW-FEE AC, EASE 1.41-7- AC EXCESS—FEE AC ACCESS RIGHTS ACQUIRED - STA STA MAIN LINE SIDE ROW-FEE ACQUIRED - STA STA SIDE ROAD SIDE (N. 8734'30" E 2633.44') S80'18'A8" W 2633.52' (N. 8734'30" E 2633.44') S80'18'A8" W 2633.52' CENTER OF SECTION SEC. 6, 189N, ROW FO. CIT R IN CONNERTE LEGEND FD. RO.W. ROW FD. RO.W. ROW FO. CIT R IN CONNERTE FO. ROW, ROW FO. CIT R IN CONNERTE FO. ROW, ROW FO. CIT R IN CONNERTE FO. ROW, ROW FO. THE NET / A SET / A SECTION LINE FO. THE NET / A SET / A FO. THE NET / A SET / A FO. THE NET / A SET / A FO. CIT STA STA STA SIDE ROAD FO. THE NET / A SET / A FO. THE NET / A SET / A FO. THE NET / A SET / A FO. CIT STA STA STA STA STA STA STA STA STA ST	ROW PROJECT NO.	NHSN-013-2	(43)——2R-	-28	PA	RCEL	NO	25	
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