

Recorded: 11/28/2023 at 3:14:43.0 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: 2980

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: 36 County: Delaware
 Project Number: NHSN-013-2(43)-2R-28 Route Number: IA 13
 Seller: Gerald A. Heims and Cheryl M. Heims, husband and wife

THIS AGREEMENT entered into this 20th day of November, 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 of Section 32, Township 90 North, Range 5 West of the 5th P.M., in the County of Delaware, State of Iowa, and more particularly described on page 5, Acquisition Plat Exhibit A, 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	
\$5,273.00	On possession and conveyance	60 days after Buyer approval
\$5,273.00	Total Lump-Sum Amount	

Breakdown	Ac/Sq. Ft.		
Land by fee title	none	Fence	na rods woven
Underlying fee title	none	Fence	na rods barbed
Permanent easement to state for highway purposes	0.14 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 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 sought and described herein except none known in permanent 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 joint entrance at Sta.1250+45, left side (field entrance is granular) and a type C entrance at Sta.1255+57, left side (house entrance is concrete)

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 entrances, The Right-of-Way Design Plot Plan, attached as pages 6-7 of this agreement, graphically illustrates the proposed temporary easement area being granted. The temporary easement shall terminate on completion of this highway project.
16. Grass will be reseeded as part of the project.

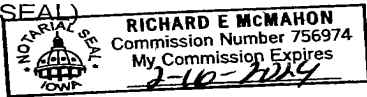
16. The trees on north side of house entrance are outside the permanent easement and not impacted. There is a tree located in the temporary easement on the east side of where the house/shop entrances meet so including compensation for one tree and installation on page 1 of the agreement of \$803.00 payment in full if the tree is impacted.
17. Drain pipes under the north and south entrances to be 30-inch diameter.

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 *Gerald A. Heims*
 Gerald A. Heims
 1518 Iowa Hwy 13
 Manchester, IA 52057

By X *Cheryl M. Heims*
 Cheryl M. Heims

This section to be completed by a Notary Public.

<p>SELLER'S ACKNOWLEDGEMENT</p> <p>STATE OF <u>Iowa</u> } COUNTY OF <u>Delaware</u> } ss: On this <u>24th</u> day of <u>October</u> A.D. <u>2023</u> before me, the undersigned, a notary public in and for said state, personally appeared <u>Gerald A. Heims and Cheryl M. Heims</u></p> <p><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.</p> <p><u><i>Richard E. McMahon</i></u> (Sign in ink) <u>Richard E. McMahon</u> (Print/type name)</p> <p>Notary Public in and for the State of <u>Iowa</u> My commission expires <u>2-10-2024</u></p> <p>(NOTARIAL SEAL)</p> 	<p>CAPACITY CLAIMED BY SIGNER:</p> <p><input checked="" type="checkbox"/> INDIVIDUAL <input type="checkbox"/> CORPORATE Title(s) of Corporate Officer(s): _____</p> <p><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: _____</p> <p>SIGNER IS REPRESENTING: List name(s) of entity(ies) or person(s)</p>
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BUYER'S APPROVAL


Recommended by (Sign in ink): X *Scott Henning* (Date) 11-6-2023
 (Printed Name): Project Agent Scott Henning

Approved by (Sign in ink): X *Brad Hofer* (Date) NOV 20 2023
 (Printed Name): Right of Way Director Brad Hofer

BUYER'S ACKNOWLEDGEMENT

STATE OF IOWA }
 COUNTY OF STORY } ss:
 On this 20th day of November 2023, 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.

(NOTARIAL SEAL)



Valerie E. Goethals
 Notary Public in and for the State of Iowa

Iowa Department of Transportation

ACQUISITION PLAT
EXHIBIT "A"



COUNTY DELAWARE STATE CONTROL NO. _____
 ROW PROJECT NO. NHSN-013-2(43)--2R-28 PARCEL NO. 36
 SECTION 32 TOWNSHIP 90 NORTH RANGE 5 WEST
 ROW-FEE _____ AC ±, EASE 0.14 AC ±, EXCESS-FEE _____ AC ±
 ACQUIRED FROM _____

NORTHWEST CORNER
SECTION 32 T90N, R5W
FOUND CUT "X" PER
CORNER CERTIFICATE
BOOK 2020, PAGE 4687

P.O.T. STA 1263+76.23

EXISTING WESTERLY
ROW LINE IA 13

PARCEL 36 ACREAGE SUMMARY TABLE SECTION 32, T90N, R5W		
PLAT OF SURVEY PARCEL	PART OF	NEW R.D.W.
PARCEL "A"	NW 1/4 NW 1/4	0.14 AC. ±
ACQUISITION TOTAL ACREAGE		0.14 AC. ±

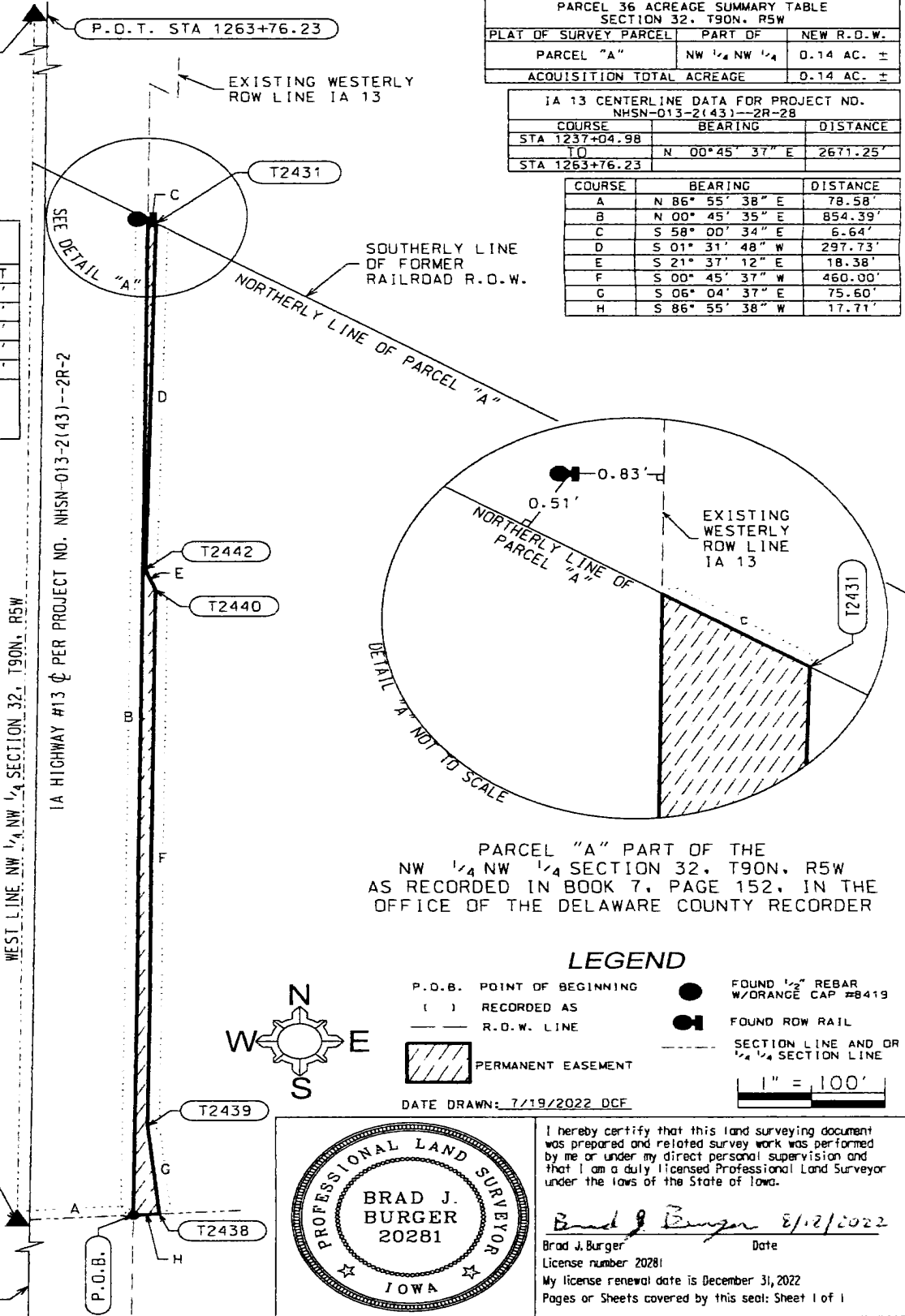
IA 13 CENTERLINE DATA FOR PROJECT NO. NHSN-013-2(43)--2R-28		
COURSE	BEARING	DISTANCE
STA 1237+04.98		
TO	N 00° 45' 37" E	2671.25'
STA 1263+76.23		

COURSE	BEARING	DISTANCE
A	N 86° 55' 38" E	78.58'
B	N 00° 45' 35" E	854.39'
C	S 58° 00' 34" E	6.64'
D	S 01° 31' 48" W	297.73'
E	S 21° 37' 12" E	18.38'
F	S 00° 45' 37" W	460.00'
G	S 06° 04' 37" E	75.60'
H	S 86° 55' 38" W	17.71'

STATION/OFFSET NEW R.O.W. ACQUISITION		
POINT	STATION	OFFSET
T2431	1258+97.70	76.00'
T2438	1250+47.94	88.00'
T2439	1251+23.00	79.00'
T2440	1255+83.00	79.00'
T2442	1256+00.00	72.00'

R.O.W. STATIONS/OFFSETS
ARE PERPENDICULAR
TO PROJECT C

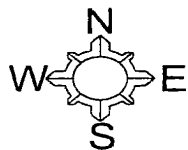
NW CORNER TO
SW CORNER NW 1/4 NW 1/4
BEARING/DISTANCE
S 00° 43' 32" W
1334.80' (1334.80')



PARCEL "A" PART OF THE
NW 1/4 NW 1/4 SECTION 32, T90N, R5W
AS RECORDED IN BOOK 7, PAGE 152, IN THE
OFFICE OF THE DELAWARE COUNTY RECORDER

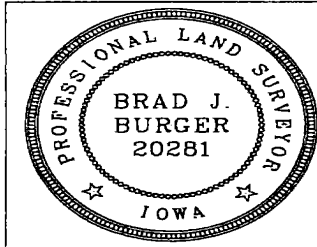
LEGEND

- P.O.B. POINT OF BEGINNING
 - () RECORDED AS
 - R.O.W. LINE
 - ▨ PERMANENT EASEMENT
 - FOUND 1/2" REBAR W/ORANGE CAP #8419
 - FOUND ROW RAIL
 - SECTION LINE AND OR 1/4 1/4 SECTION LINE
- DATE DRAWN: 7/19/2022 DCF
- 1" = 100'



SW CORNER NW 1/4 NW 1/4
SECTION 32, T90N, R5W
FOUND CUT "X" PER
CORNER CERTIFICATE
BOOK 2020, PAGE 4687

P.O.T. STA 1237+04.98



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

Brad J. Burger 8/12/2022
 Brad J. Burger Date
 License number 20281
 My license renewal date is December 31, 2022
 Pages or Sheets covered by this seal: Sheet 1 of 1

5

IOWA DEPARTMENT OF TRANSPORTATION
RIGHT OF WAY BUREAU
PLOT PLAN


PARCEL NO.: 36


OWNER: Gerald A & Cheryl M Heims


SECTION: 32 T 90 N-R 5 W.

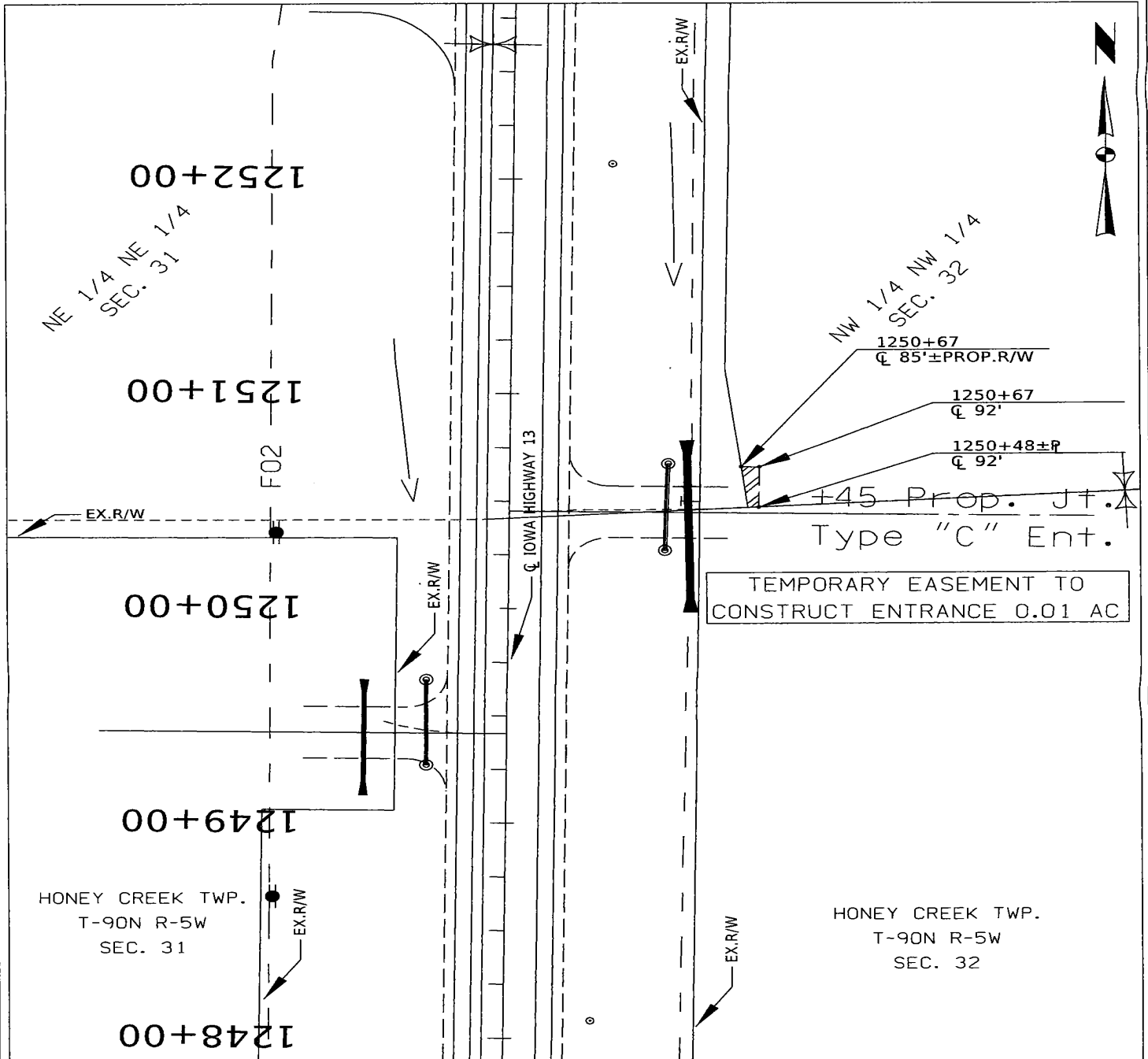
SCALE: 1" = 50'

LEGEND

W.D. OR EASEMENT LINE: 

ACCESS LOCATION POINT: 

PROPERTY LINE: 



COUNTY: DELAWARE

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

IOWA DEPARTMENT OF TRANSPORTATION
RIGHT OF WAY BUREAU
PLOT PLAN


PARCEL NO.: 36


OWNER: Gerald A & Cheryl M Heims

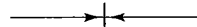
SECTION: 32 T 90 N-R 5 W.

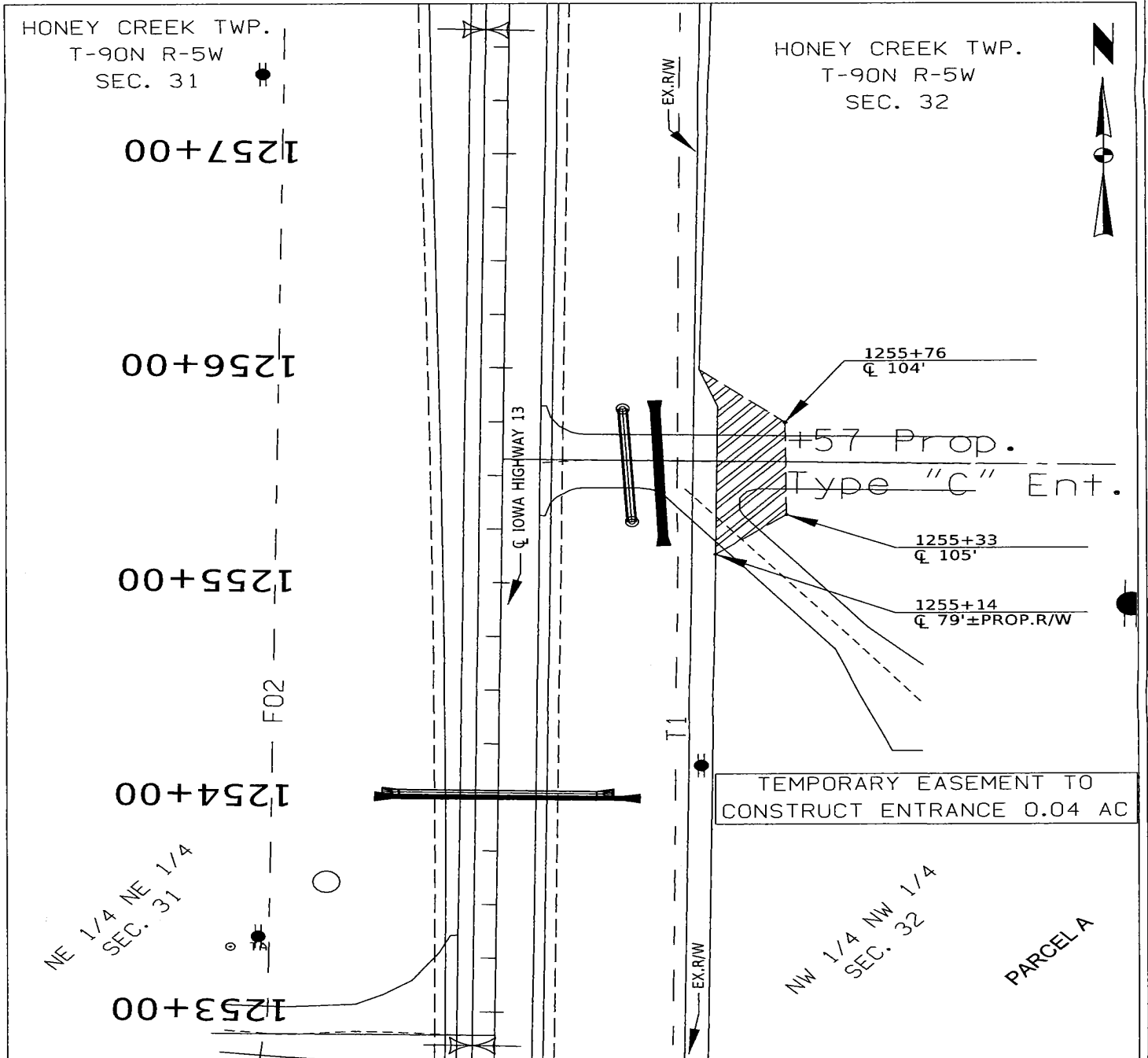
SCALE: 1" = 50'

LEGEND

W.D. OR EASEMENT LINE: 

ACCESS LOCATION POINT: 

PROPERTY LINE: 



COUNTY: DELAWARE

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