Return to and Prepared by Katherine Johnson, Right of Way Office, Iowa Department of Transportation, 800 Lincoln Way, Ames, IA 50010, 515-239-1633

Form 634028 (07-16)

Office of Right of Way, 800 Lincoln Way, Ames, Iowa 50010

Ph: 515-239-1135
Toll-Free: 866-282-5809
FAX: 515-239-1247
www.iowadot.gov

PURCHASE AGREEMENT

Parcel Number: 405 **County:** Pottawattamie

Project Number: IMN-029-3(168)53--0E-78 **Route Number:** I-29

Seller: City of Council Bluffs

THIS AGREEMENT entered into this _____ day of _____, _____ 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: Government Lot 2 and 3 and accretions thereto and the SE Corner of Lot 15, Block 45 of Ferry Addition to the City of Council Bluffs all in Section 33, T75N, R44W of the 5th Principal Meridian, City of Council Bluffs, in the County of Pottawattamie, State of Iowa, and more particularly described on page 5-6 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	
$63,000.00	On possession and conveyance	90 Days after Buyer apprival
$63,000.00	**Total Lump-Sum Amount**	

Breakdown	Ac/Sq. Ft.				
Land by fee title in the name of the State of Iowa	0.19		Fence		rods woven
Land by fee title in the name of the City of Council Bluffs	1.28		Fence		rods barbed
Permanent easement					

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, Office of Right of Way, 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.

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 easement for the purpose of shaping, The Right-of-Way Design Plot Plan, attached as a page 4 of this agreement, graphically illustrates the proposed temporary easement area being granted. The temporary easement shall terminate on completion of this highway project.

15. It is understood that a portion of this purchase agreement is for 1.28 acres presently held by the City of Council Bluffs for the use of Pulic Golf Course will now be transfered and held in fee title by the City of Council Bluffs for Roadway purposes.

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.

City of Council Bluffs

X _____

Matt Walsh, Mayor
209 Pearl St., Suite 102
Council Bluffs, IA 51503

X _____

Jodi Quakenbush, City Clerk

This section to be completed by a Notary Public.

STATE OF IOWA

COUNTY OF ss:

On this ___ day of _____, _____, before me, the undersigned, a notary public in and for said the State of Iowa, personally appeared Matt Walsh and Jodi Quakenbush to me personally known, who being by me duly sworn, did say that they are the mayor and city clerk, respectively, of the city of Council Bluffs, Iowa; that the seal affixed to the foregoing instrument is the corporate seal of the corporation, and that the instrument was signed and sealed on behalf of the corporation by authority of its city council _____, as contained in ordinance number _____, passed (the resolution adopted) by the city council under roll call number _____ of the city council on the ___ day of _____, and that Matt Walsh and Jodi Quakenbush acknowledged the execution of the instrument to be their voluntary act and deed, and the voluntary act and deed of the corporation, by it voluntarily executed.

(AFFIX NOTARIAL SEAL BELOW)

_____(Sign in ink)

_____(Print/type name)

Notary Public in and for the State of Iowa

BUYER'S APPROVAL

Recommended by
(Sign in ink): X _____ (Date)
Project Agent
(Printed Name): Scott Henning

Approved by
(Sign in ink): X _____ (Date)
Right of Way Director
(Printed Name): Martin J. Sankey

BUYER'S ACKNOWLEDGEMENT

STATE OF IOWA }
COUNTY OF STORY } ss:

On this _____ day of _____ _____, before me, the undersigned, personally appeared ROW Director, Martin J. Sankey 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)

Notary Public in and for the State of Iowa

IOWA DEPARTMENT OF TRANSPORTATION
PROJECT DEVELOPMENT
PLOT PLAN

000000000\row\00000000. 405

PARCEL NO.: 405

OWNER: CITY OF COUNCIL BLUFFS

SECTION: 33 T 75 N-R 44 W.

SCALE: 1" = 200'

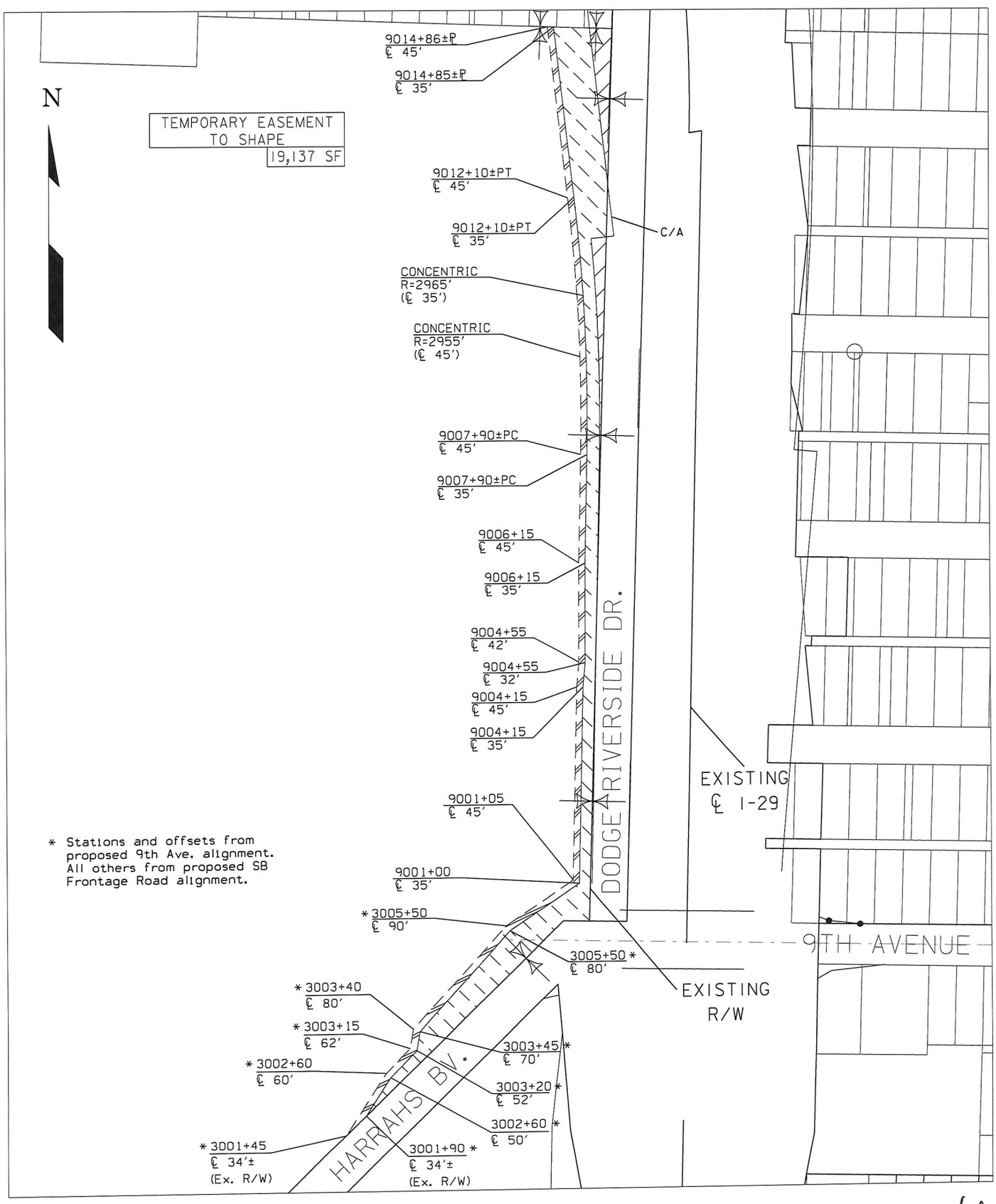
LEGEND

W.D. OR EASEMENT LINE:

ACCESS LOCATION POINT:

PROPERTY LINE:

CITY OF COUNCIL BLUFFS, IA



COUNTY: POTTAWATTAMIE

PROJECT NO.: IMN-29-3(168)53- -0E-78

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CADD DISTRICT 4 PRODUCED CLS IOWA D.O.T.

IOWA DEPARTMENT OF TRANSPORTATION

ACQUISITION PLAT
EXHIBIT "A"

IOWA DOT SMARTER | SIMPLER | CUSTOMER DRIVEN

COUNTY **POTTAWATTAMIE** STATE CONTROL NO. _____

PROJECT NO. **IMN-029-3(168)53--0E-78** PARCEL NO. **405**

SECTION **33** TOWNSHIP **75N** RANGE **44W**

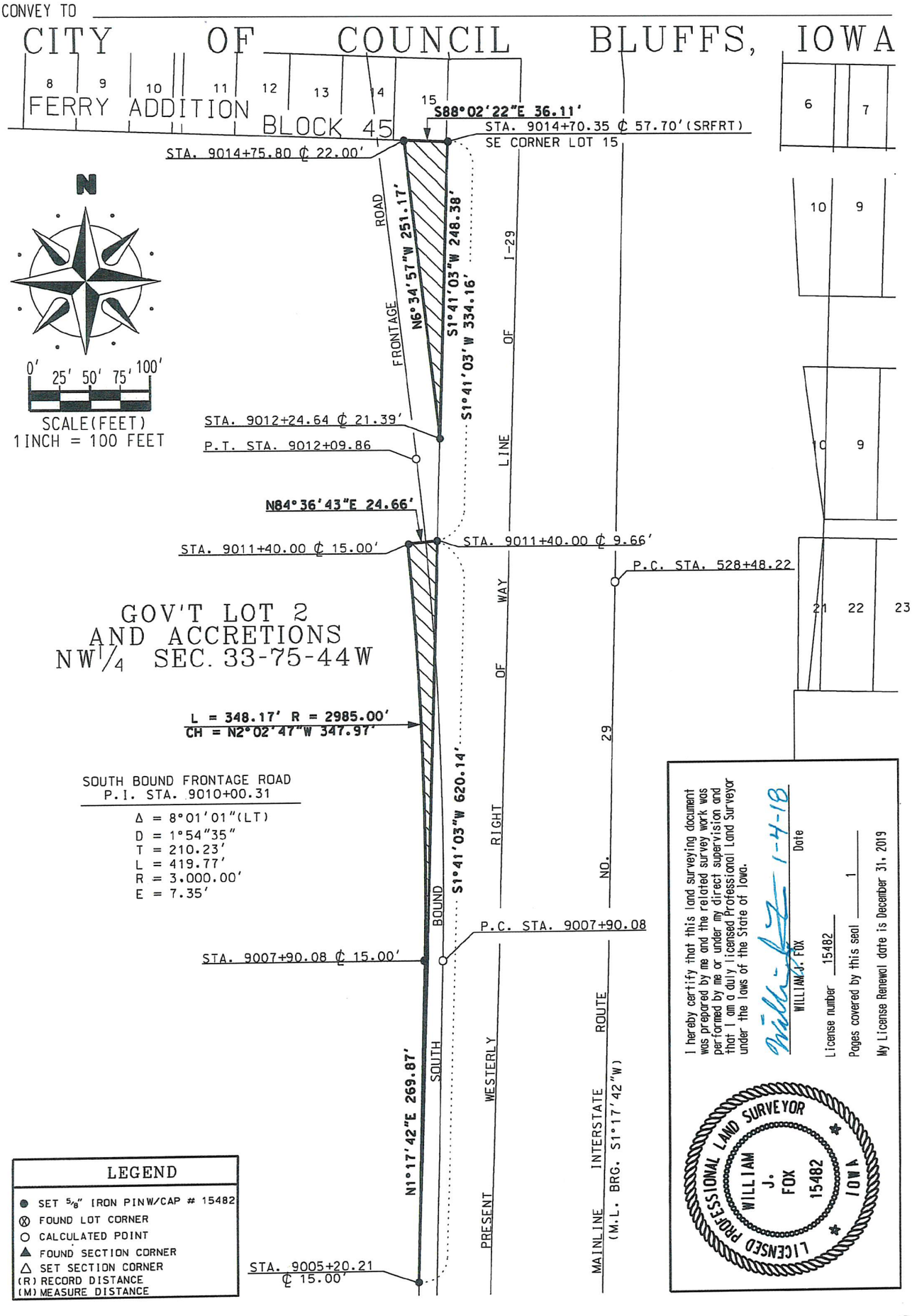
ROW - FEE **8,160** SQ. FT. _____ ACRES, QUIT CLAIM _____ AC

ACQUIRED ACCESS RIGHTS FROM STA. _____ TO STA. _____ MAIN LINE _____ SIDE

ACQUIRED ACCESS RIGHTS FROM STA. _____ TO STA. _____ SIDE ROAD _____ SIDE

ACQUIRED FROM _____

CONVEY TO _____



LEGEND

- ● SET 5/8" IRON PIN W/CAP # 15482
- ⊗ FOUND LOT CORNER
- ○ CALCULATED POINT
- ▲ FOUND SECTION CORNER
- △ SET SECTION CORNER
- (R) RECORD DISTANCE
- (M) MEASURE DISTANCE

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

WILLIAM J. FOX — Date 1-4-18

License number 15482 Pages covered by this seal 1

My License Renewal date is December 31, 2019

LICENSED PROFESSIONAL LAND SURVEYOR WILLIAM J. FOX 15482 IOWA

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CADD DISTRICT 4 PRODUCED IOWA D.O.T. CLS

IOWA DEPARTMENT OF TRANSPORTATION

ACQUISITION PLAT
EXHIBIT "A"

IOWA DOT
SMARTER | SIMPLER | CUSTOMER DRIVEN

COUNTY **POTTAWATTAMIE** STATE CONTROL NO. _____

PROJECT NO. **IMN-029-3(168)53--0E-78** PARCEL NO. **405**

SECTION **33** TOWNSHIP **75N** RANGE **44W**

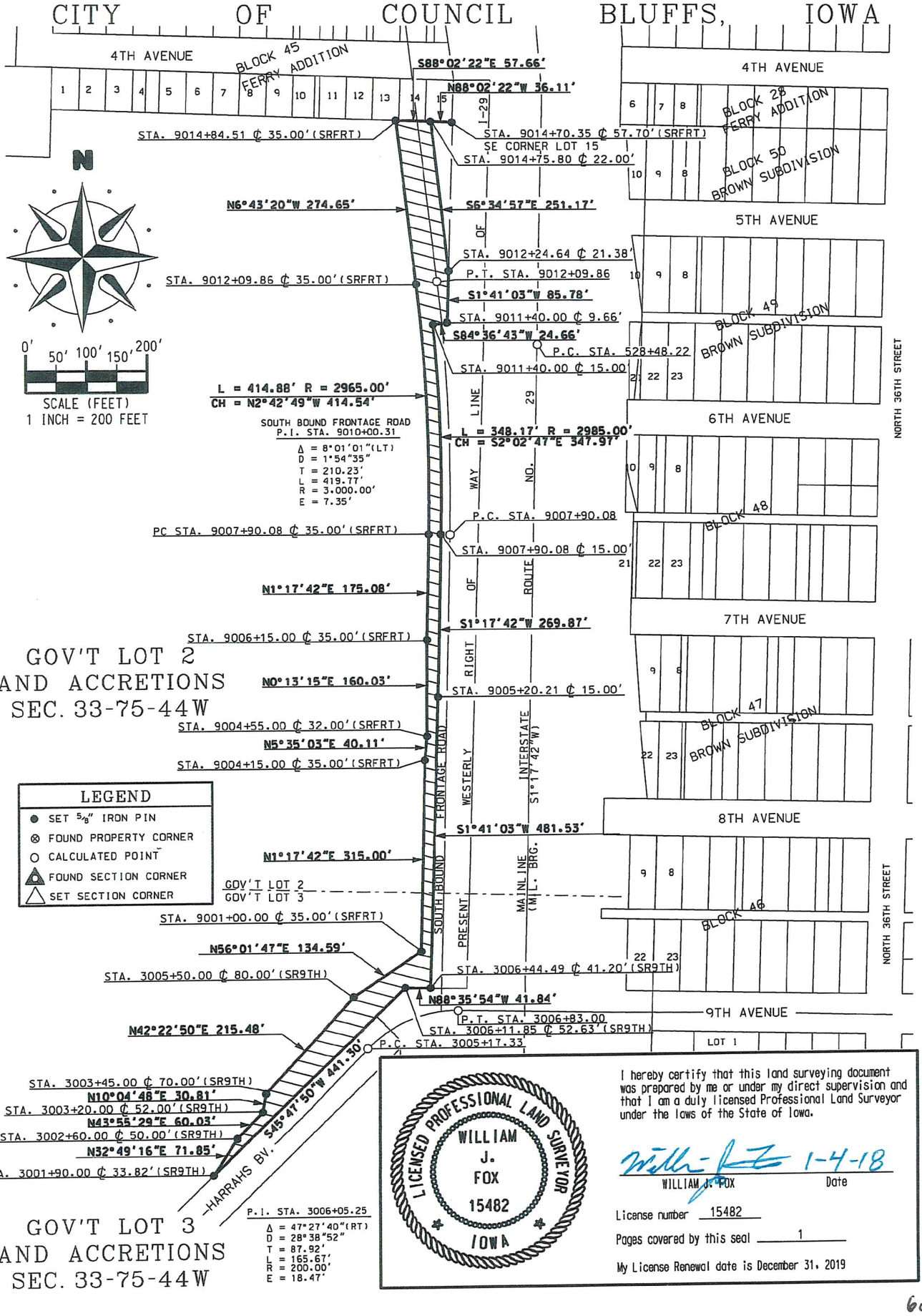
ROW - FEE *** 55,925** SQ. FT., EASE _____ AC, EXCESS - FEE _____ AC

ACQUIRED ACCESS RIGHTS FROM STA. _____ TO STA. _____ MAIN LINE _____ SIDE

ACQUIRED ACCESS RIGHTS FROM STA. _____ TO STA. _____ SIDE ROAD _____ SIDE

ACQUIRED FROM _____

* TO BE ACQUIRED IN THE NAME OF THE CITY OF COUNCIL BLUFFS, IOWA



LICENSED PROFESSIONAL LAND SURVEYOR
WILLIAM J. FOX
15482
IOWA

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

WILLIAM J. FOX 1-4-18
WILLIAM J. FOX Date

License number 15482

Pages covered by this seal 1

My License Renewal date is December 31, 2019

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