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2013-03662

RECORDER JOHN SCIORTINO
POTTAWATTAMIE COUNTY, IA
FILE TIME: 03/06/2013 1:44:14 PM
REC: 30.00AUD: T TAX:
RMA: 1.00ECM: 1.00

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R Fee 300
A Fee _____
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Return to and Prepared by Valerie Goethals, Right of Way Office, Iowa Department of Transportation,
800 Lincoln Way, Ames, IA 50010, 515-239-1361
Form 634028 (11/2010)



Iowa Department of Transportation

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: 364 County: Pottawattamie
Project Number: IMN-29-3(65)54-0E-78 Route Number: I-29
Seller: Linda S. Over, Single

THIS AGREEMENT entered into this 25th day of February, 2013 by and between, Seller and the Iowa Department of Transportation, acting for the State of Iowa, Buyer.

- 1a. 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 part of Lot 3 Auditor Subdivision, NE 1/4 SE1/4 Section 6, T74N, R43W of the 5th P. M., in the county of Pottawattamie, State of Iowa, and more particularly described on page 4,5 and 6 including the following, improvements and other property:
All land, trees, shrubs, landscaping and surfacing attached to the premises sought and described herein.
- 1b. The Seller also agrees to convey to the Buyer all of the Seller's rights of direct access from the premises. Access rights were previously acquired as part of the original Interstate project.
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 | |
| \$8,000.00 | On possession and conveyance | 90 days after buyer approval |
| \$8,000.00 | Total Lump-Sum Amount | |


| Breakdown | Ac/Sq. Ft. | | | |
|---|------------|---------|-------|-------------|
| Land by fee title to City of Council Bluffs, IA | 12,997 | sq. ft. | Fence | rods woven |
| Underlying fee title | | | Fence | rods barbed |
| Permanent easement | | sq. ft. | | |

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 515-239-1300.
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. Names and addresses of lien holders are. None
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, 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 Buyer is granted a temporary easement, on the Seller's property for the purpose of constructing a Type "C" entrance at Sta. 3303+00; Right Side and also to remove a dwelling as shown on the project plans, as shown on Page 6 of this agreement. The temporary easement shall terminate upon completion of this highway project. All other entrances within the construction limits of this project, and not listed on this document, will be closed.

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 Linda S. Over
 Linda S. Over
 1132 Military Avenue
 Council Bluffs, IA 51503

This section to be completed by a Notary Public. Both columns must be completed.

| SELLER'S ACKNOWLEDGEMENT | CAPACITY CLAIMED BY SIGNER: |
|---|--|
| STATE OF <u>Iowa</u> } COUNTY OF <u>Pottawattamie</u> } ss: On this <u>February</u> day of <u>6</u> A.D. 2013 before me, the undersigned, a notary public in and for said state, personally appeared <u>Linda S. Over</u> <input type="checkbox"/> to me personally known; or <input checked="" 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. <u>Linda S. Over</u> (Sign in ink) <u>Linda R. Martens</u> (Print/type name) Notary Public in and for the State of <u>Iowa</u> My commission expires <u>1-18-2014</u> (NOTARIAL SEAL)  | <input checked="" type="checkbox"/> INDIVIDUAL <input type="checkbox"/> CORPORATE Title(s) of Corporate Officer(s): <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: SIGNER IS REPRESENTING: List name(s) of entity(ies) or person(s) |


BUYER'S APPROVAL

Recommended by (Sign in ink): X Mark E. Holm (Date) 2-14-13
 Project Agent
 (Printed Name): Mark E. Holm

Approved by (Sign in ink): X Martin J. Sankey (Date) FEB 25 2013
 Right of Way Director
 (Printed Name): Martin J. Sankey

BUYER'S ACKNOWLEDGEMENT

STATE OF IOWA }
 COUNTY OF STORY } ss:
 On this 25th day of February 2013, 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)  Cyndy Howell
 Notary Public in and for the State of Iowa



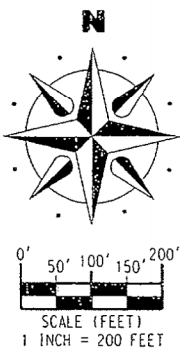
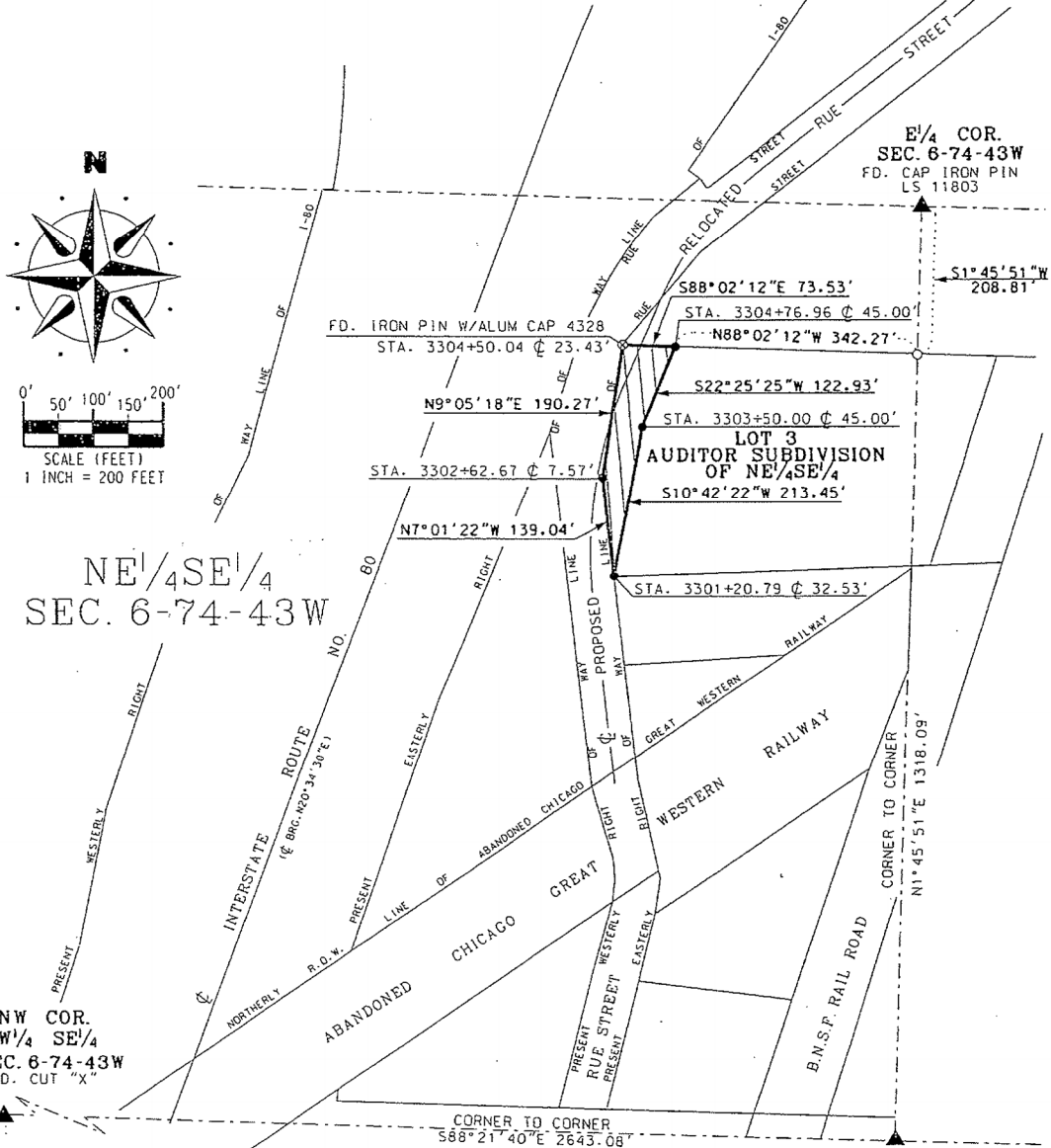
IOWA DEPARTMENT OF TRANSPORTATION
ACQUISITION PLAT
EXHIBIT "A"



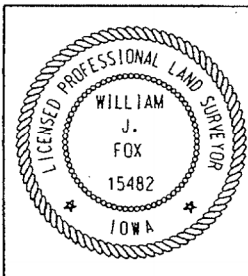
COUNTY POTTAWATTAMIE STATE CONTROL NO. _____
 PROJECT NO. IMN-29-3(65)54--OE-78 PARCEL NO. 364
 SECTION 6 TOWNSHIP 74N RANGE 43W
 ROW - FEE * 0.30 AC. EASE _____ SO. FT., QUIT CLAIM _____ AC
 ACQUIRED ACCESS RIGHTS FROM STA. _____ TO STA. _____ MAIN LINE _____ SIDE
 ACQUIRED ACCESS RIGHTS FROM STA. _____ TO STA. _____ SIDE ROAD _____ SIDE
 ACQUIRED FROM _____
 CONVEY TO _____

* TO BE ACQUIRED IN THE NAME OF CITY OF COUNCIL BLUFF IOWA

CITY OF COUNCIL BLUFFS, IOWA



NW COR.
SW 1/4 SE 1/4
SEC. 6-74-43W
FD. CUT "X"



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 10-3-12
 WILLIAM J. FOX Date

License number 15482
 Pages covered by this seal 1
 My License Renewal date is December 31, 2013

SE COR.
NE 1/4 SE 1/4
SEC. 6-74-43W
FD. 5/8" IRON PIN

LEGEND

- SET 5/8" IRON PIN
- ⊗ FOUND 5/8" REBAR
- CALCULATED POINT
- ▲ FOUND SECTION CORNER
- △ SET SECTION CORNER

THE FEE SIMPLE TITLE GRANTED IS TO LAND DESCRIBED AS FOLLOWS:

A parcel of land located in Lot 3 of Auditor's Subdivision of NE $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 6, T74N, R43W of the 5th P.M., City of Council Bluffs, Pottawattamie County, Iowa, as shown on Acquisition Plat Exhibit "A" attached hereto and by reference made a part hereof, said parcel is more particularly described as follows:

Commencing at the E $\frac{1}{4}$ Corner of said Section 6, thence S1°45'51"W 208.81 feet along the east line of the NE $\frac{1}{4}$ SE $\frac{1}{4}$ of said Section 6; thence N88°02'12"W 342.27 feet to the Point of Beginning; thence S22°25'25"W 122.93 feet; thence S10°42'22"W 213.45 feet to a point on the present easterly right of way line of Rue Street; thence N7°01'22"W 139.04 feet along said present easterly right of way line; thence N9°05'18"E 190.27 feet along said present easterly right of way line; thence S88°02'12"E 73.53 to the Point of Beginning, said parcel contain 12,997 sq. ft. or 0.30 acres.

POTTAWATTAMIE COUNTY

IMN-29-3(65)54--0E-78

**PARCEL NO. 364 (TO BE ACQUIRED IN THE NAME OF CITY OF COUNCIL
BLUFF IOWA)**

IOWA DEPARTMENT OF TRANSPORTATION
PROJECT DEVELOPMENT
PLOT PLAN

P8921997\760290100\Draw\PlotPlans\caddis 364

PARCEL NO.: 364

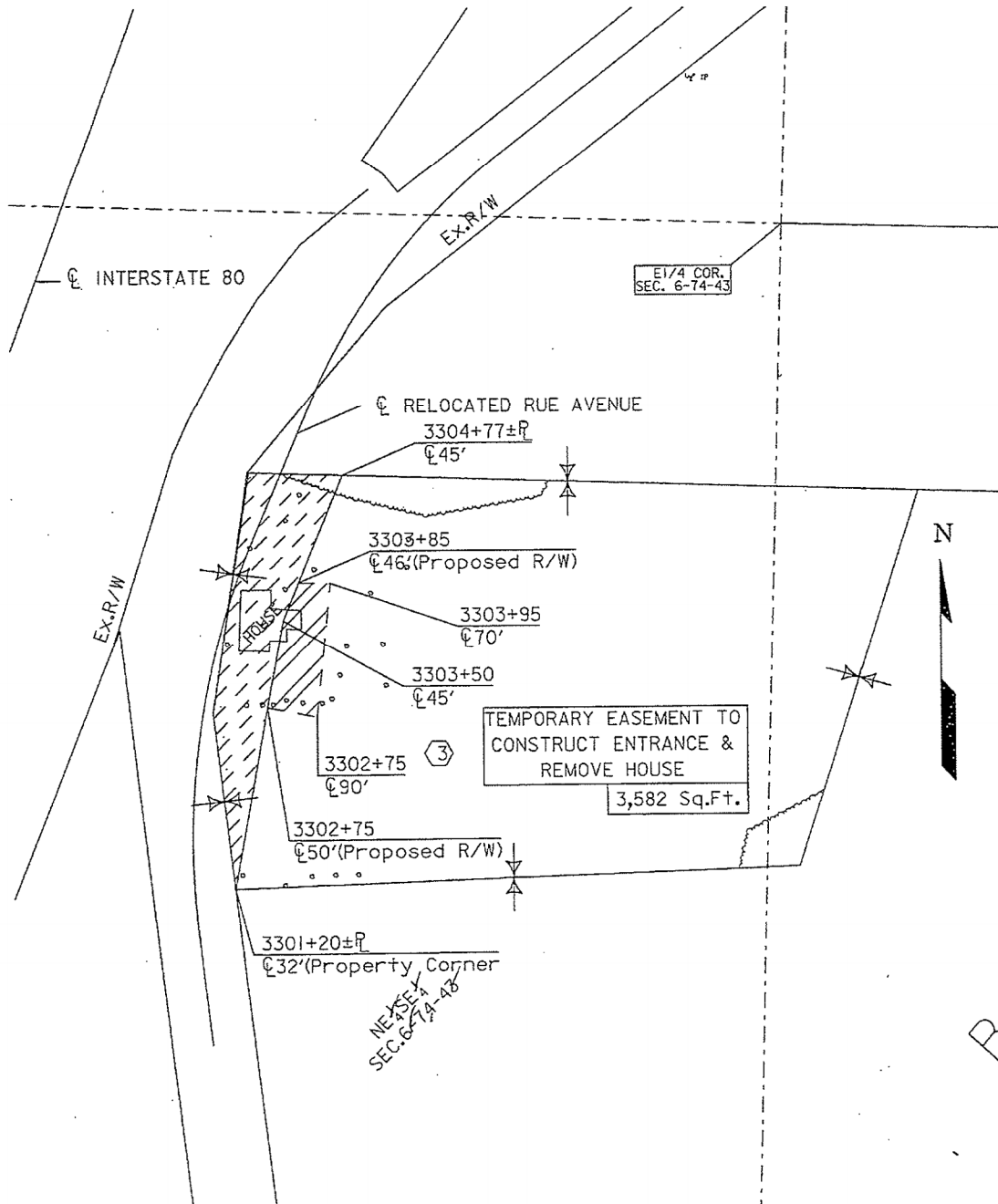
OWNER: OLIVER O. JR. ESTATE & LINDA S. OVER

SECTION: 6 T 74 N-R 43 W.

SCALE: 1" = 100'

| LEGEND | |
|------------------------|--|
| W.D. OR EASEMENT LINE: | |
| ACCESS LOCATION POINT: | |
| PROPERTY LINE: | |

CITY OF COUNCIL BLUFFS
AUDITOR'S SUBDIVISION



COUNTY: POTTAWATTAMIE PROJECT NO.: IMN-29-3(65)54-0E-78