

**PURCHASE AGREEMENT  
FOR  
TEMPORARY DETOUR EASEMENT**

**PARCEL NO.**        1119101033  
**COUNTY**           Dubuque  
**PROJECT NO.**    Kerper & Kerper Roundabout  
**ROAD NO.**        Kerper Ct./16th  
**SELLER**           Highway 151 & 61 Development, LLC

THIS AGREEMENT, made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2023, by and between Seller and the City of Dubuque (Buyer).

**SECTION 1.** SELLER AGREES to sell and furnish to Buyer a conveyance document, on form(s) furnished by Buyer, and Buyer agrees to buy a Temporary (non-exclusive) Detour Access easement with respect to the following real estate, hereinafter referred to as the premises, situated in parts of the following:

**LOT 1 IN RIVERVIEW PLAZA NO. 4, CITY OF DUBUQUE, IOWA**

**SECTION 2.** SELLER agrees to grant to Buyer temporary easement as described on the legal document titled 'Grant of Temporary Detour Easement'. Said Temporary Detour Easement, whose area is approximately 1,000' in length by 40' in length, is required as part of the Kerper Boulevard and Kerper Court Roundabout project. The project construction staging plan includes the closure of Kerper Court at its intersection with Kerper Boulevard and during this time the Kerper Court traffic will be detoured to and from Kerper Court thru the premises to and from 16<sup>th</sup> Street as conceptually shown on the concept plan attached as Exhibit A. A temporary detour roadway is proposed to be constructed within the easement and shall consist of a 27' wide 2" deep asphaltic concrete roadway. Temporary detour may also include temporary lighting, signage, and appurtenances as necessary. Said Temporary Detour Easement is anticipated for use commencing August 1, 2023 and shall terminate upon completion of this project which is anticipated on November 1, 2023. The Grant of Temporary Detour Easement shall be substantially in the draft form attached as Exhibit B.

**SECTION 3.** SELLER CONSENTS to the change of grade of the site in accordance with the plans and specifications provided to Seller from Buyer as of the date hereof, and accepts payment under this agreement for any and all damages arising therefrom. SELLER ACKNOWLEDGES full settlement and payment from Buyer for all claims per the terms of this agreement and discharges Buyer from liability because of this agreement and the construction of this public improvement project except for SELLER'S performance under this agreement or the easements referred to herein.

**SECTION 4.** Possession of the premises is the essence of this agreement and Buyer may enter and assume full use and enjoyment of the premises per the terms of this agreement. SELLER GRANTS Buyer the immediate right to enter the premises for the

purpose of gathering survey, gathering soil data, and constructing public improvements. SELLER MAY surrender possession of the premises or building or improvement or any part thereof prior to the time at which it has hereinafter agreed to do so, and agrees to give Buyer ten (10) days notice of Seller's intention to do so by calling Buyer.

Buyer agrees to pay and SELLER AGREES to grant the easement as shown on or before the dates listed below.

<u>PAYMENT AMOUNT</u>	<u>AGREED PERFORMANCE</u>	<u>DATE OF PERFORMANCE</u>
\$5,800	on delivery of easement	_____
\$5,800	<b>TOTAL LUMP SUM</b>	

**SECTION 5.** SELLER WARRANTS that there are no tenants on the premises holding under lease except: (none)

**SECTION 6.** This agreement is subject to final approval by the Dubuque City Council.

**SECTION 7.** These premises are being acquired for public purposes and this transfer is exempt from the requirements for the filing of a Declaration of Value by the Code of Iowa.

**SECTION 8.** 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.

**SECTION 9.** After construction is complete, Buyer shall, at its expense, return the temporary easement area to a condition that is as close as possible to the condition of the land as existed prior to Buyer's construction, including but not limited to grading necessary to restore such areas. Seller reserves the right to keep the temporary detour roadway improvements at its discretion.

**SECTION 10.** Buyer shall construct a permanent curb cut on the south side of the Kerper Court Cul-de-sac, to City Standards, to provide access to Seller's real estate and take such action as necessary or appropriate to grant Seller's real estate permanent access to Kerper Court.

**SECTION 11.** Detour shall be only for use for access to and from the properties on Kerper Court.

**SECTION 12.** Buyer shall also maintain, repair and restore, at its own cost and expense, the Temporary Detour Easement area to the extent such maintenance, repair or restoration arises out of Buyer's use of these areas and/or their use by the public for ingress and egress. After the close of all construction activity, Buyer agrees to restore these areas to as close to their original condition or to a better condition. Buyer shall indemnify and hold harmless Seller from any and all claims, demands, and causes of

action, whether in law or in equity, judgments, liens, fines, penalties, costs and expenses (including court costs and reasonable attorneys' fees), liability, loss or damage arising, directly or indirectly, or wholly or in part, from Buyer's negligent act or omission in connection with its use of any of the easement areas, except to the extent any such claims, demands, suits and cause of action, whether in law or equity, judgments, fines, penalties, costs and expenses (including court costs and reasonable attorneys' fees), liability, loss or damage are caused by the negligence or wrongful act of Seller.

**CITY OF DUBUQUE, IOWA**

**HWY 151 & 61 DEVELOPMENT, LLC**

By: \_\_\_\_\_  
Michael C. Van Milligen  
City Manager

By: Wayne C. Buzoff  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

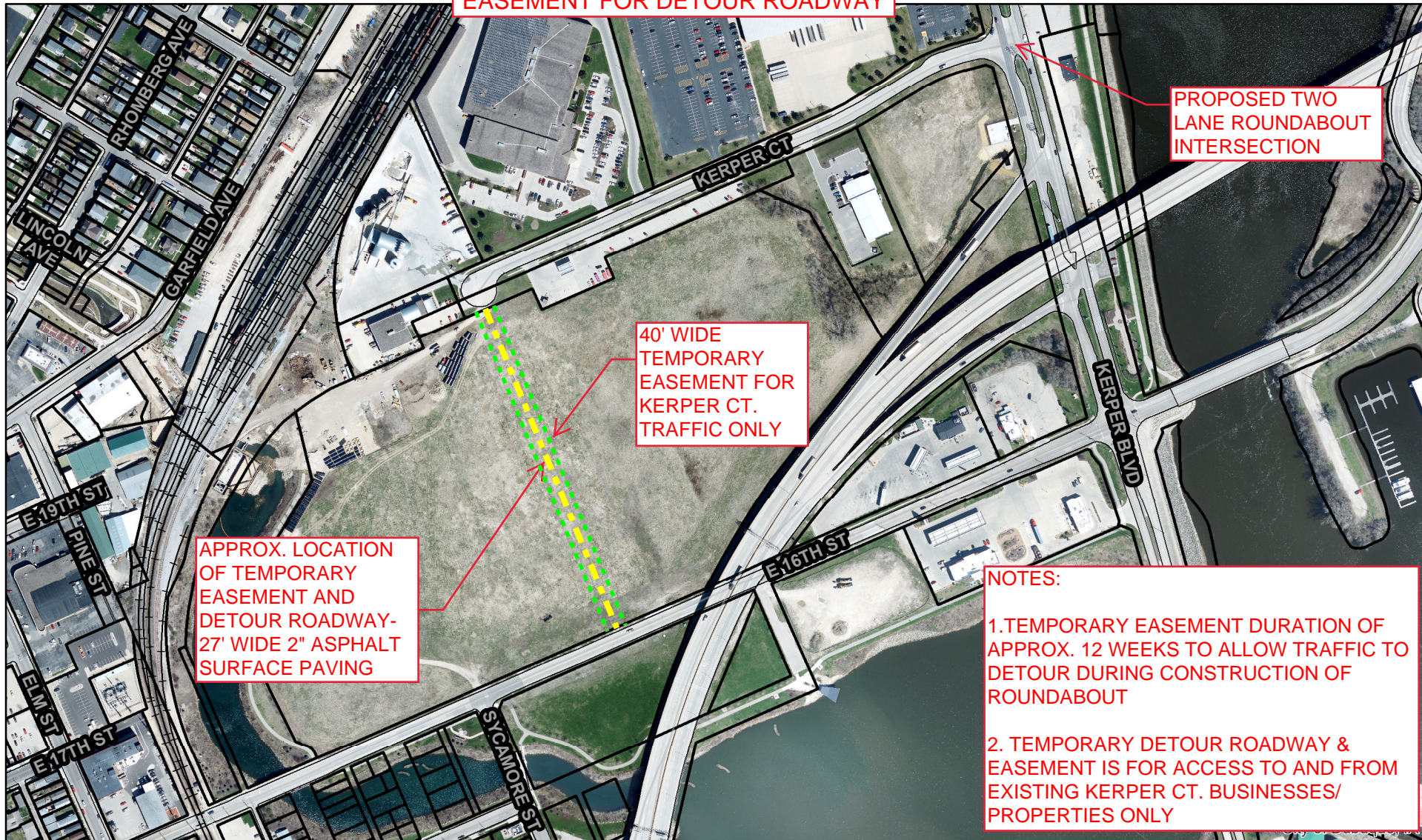
Attest:

\_\_\_\_\_  
Adrienne N. Breitfelder, City Clerk

\_\_\_\_\_



**EXHIBIT A  
KERPER BLVD. & KERPER CT.  
ROUNDBOUT - TEMPORARY  
EASEMENT FOR DETOUR ROADWAY**



**APPROX. LOCATION  
OF TEMPORARY  
EASEMENT AND  
DETOUR ROADWAY-  
27' WIDE 2" ASPHALT  
SURFACE PAVING**

**40' WIDE  
TEMPORARY  
EASEMENT FOR  
KERPER CT.  
TRAFFIC ONLY**

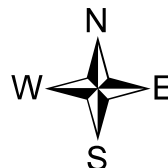
**PROPOSED TWO  
LANE ROUNDBOUT  
INTERSECTION**

**NOTES:**

- 1. TEMPORARY EASEMENT DURATION OF  
APPROX. 12 WEEKS TO ALLOW TRAFFIC TO  
DETOUR DURING CONSTRUCTION OF  
ROUNDBOUT**
- 2. TEMPORARY DETOUR ROADWAY &  
EASEMENT IS FOR ACCESS TO AND FROM  
EXISTING KERPER CT. BUSINESSES/  
PROPERTIES ONLY**

**DISCLAIMER:** This information was compiled using the Dubuque Area Geographic Information System (DAGIS), which includes data created by both the City of Dubuque and Dubuque County. It is understood that, while the City of Dubuque and participating agencies utilized the most current and accurate information available, DAGIS and its suppliers do not warrant the accuracy or currency of the information or data contained herein. The City and participating agencies shall not be held liable for any direct, indirect, incidental, consequential, punitive, or special damages, whether foreseeable or unforeseeable, arising out of the authorized or unauthorized use of this data or the inability to use this data or out of any breach of warranty whatsoever.

**1 inch = 400 feet**



Map Prepared by:  
City of Dubuque  
Engineering Division  
50 West 13th Street  
Dubuque, Iowa 52001  
Phone: (563) 589-4270  
Fax: (563) 589-4205



## **EXHIBIT B**

Prepared by: Nate Kieffer, City of Dubuque, 50 W. 13<sup>th</sup> Street, Dubuque, Iowa 52001 (563)589-4270  
Return to: Nate Kieffer, City of Dubuque, 50 W. 13<sup>th</sup> Street, Dubuque, Iowa 52001 (563)589-4270

### **GRANT OF TEMPORARY EASEMENT FOR DETOUR**

For and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt whereof is hereby acknowledged,

HWY 151 & 61 Development, LLC (Grantor)

of Dubuque County, State of Iowa, for itself, its successors and assigns, does hereby grant, sell, and convey to the CITY OF DUBUQUE, IOWA (Grantee), a municipal corporation, from the date hereof, a temporary (non-exclusive) detour easement for the Kerper Blvd. and Kerper Ct. Roundabout Project through, under and across the following described real estate situated in Dubuque, Iowa, to wit:

Part of Lot 1 in Riverview Plaza No. 4, in the City of Dubuque, Iowa

The Easement Area shall be as conceptually shown on the attached Exhibit A and is for the purpose of:

Construction of a temporary paved roadway, lighting signage, and appurtenance and for providing access for detoured Kerper Court traffic to and from 16<sup>th</sup> Street and to and from Kerper Court as part of the Kerper Blvd. and Kerper Ct. Roundabout Project in accordance with the plans and specifications on file in the office of the City Engineer.

It is understood and agreed that Grantee shall protect existing structures, pavement and utilities in the Easement Area.

Grantor shall not erect any structure or park or store equipment in the Easement Area during the specified period of use by Grantee that will inhibit the use and access of Grantee.

Grantee shall provide 30 days prior notice to Grantor when the easement will be utilized, providing approximate beginning and end dates.

Grantor shall not change the grade, elevation, contour or perform any construction or excavation in the Easement Area that will inhibit Grantee's access and the ability to use the easement without the prior written approval of Grantee.

It is understood and agreed that Grantee herein shall restore the Easement Area to its original condition if it becomes disturbed or damaged upon completion of the construction project, and the easement shall terminate upon project completion and acceptance by the City of Dubuque City Council but no later than November 1, 2023.

The Easement Area contains approximately 40,000 square feet of land, more or less, as shown on Exhibit A.

The undersigned does hereby expressly covenant that Grantor is the owner in fee of the real estate and has good title to the real estate, and that Grantee, its agents or contractors, shall at all times have free access to and egress from and over said real estate while the easement is in effect.

Dated at Dubuque, Iowa this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

**HWY 151 & 61 DEVELOPMENT, LLC**

By: \_\_\_\_\_  
Wayne A. Briggs, President

**NOTARY PUBLIC**

STATE OF IOWA,

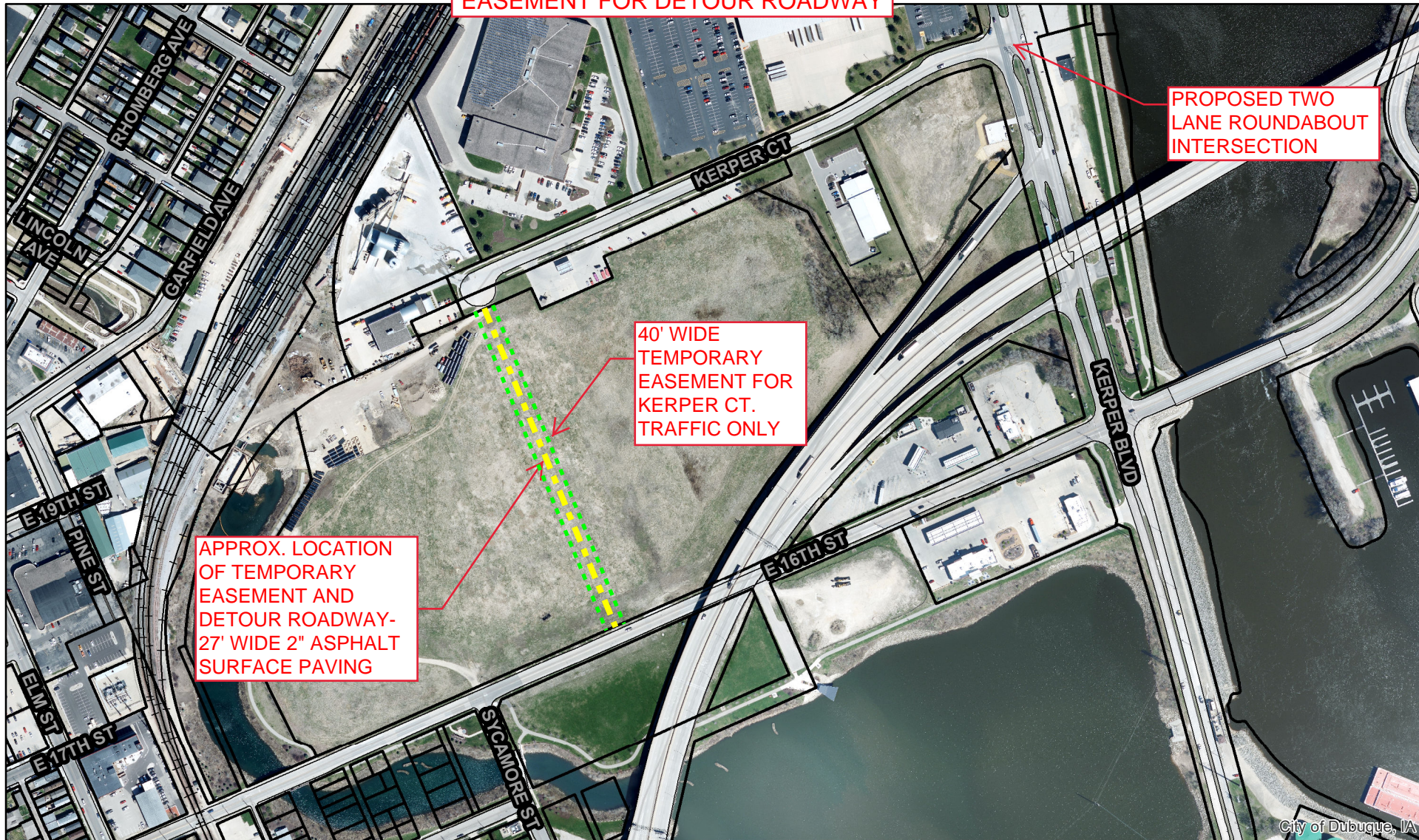
COUNTY OF DUBUQUE, SS:

On this \_\_\_\_\_ day of \_\_\_\_\_, A.D., 2023 before me, the undersigned, a Notary Public in and for said County, in said State, personally appeared \_\_\_\_\_ to me known to be the identical person(s) named in and who executed the within and foregoing instrument, to which this is attached, and acknowledged that they executed the same as their voluntary act and deed.

\_\_\_\_\_  
Notary Public In and For Said State

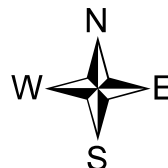


**EXHIBIT A  
KERPER BLVD. & KERPER CT.  
ROUNDBOUT - TEMPORARY  
EASEMENT FOR DETOUR ROADWAY**



**DISCLAIMER:** This information was compiled using the Dubuque Area Geographic Information System (DAGIS), which includes data created by both the City of Dubuque and Dubuque County. It is understood that, while the City of Dubuque and participating agencies utilized the most current and accurate information available, DAGIS and its suppliers do not warrant the accuracy or currency of the information or data contained herein. The City and participating agencies shall not be held liable for any direct, indirect, incidental, consequential, punitive, or special damages, whether foreseeable or unforeseeable, arising out of the authorized or unauthorized use of this data or the inability to use this data or out of any breach of warranty whatsoever.

1 inch = 400 feet



Map Prepared by:  
City of Dubuque  
Engineering Division  
50 West 13th Street  
Dubuque, Iowa 52001  
Phone: (563) 589-4270  
Fax: (563) 589-4205