Form 634-012
7-87 H-9487

Iowa Department of Transportation

PARTIAL ACQUISITION CONTRACT

PARCEL NO. 3
PROJECT NO. FN-38-4(25)--21-28

COUNTY Delaware
ROAD NO. Ia. 38

THIS AGREEMENT made and entered into this 14th day of June, A.D. 19 90, by and between Buchheit Poultry, Inc.

Seller, and Iowa Department of Transportation, acting for the State of Iowa, Buyer.

1. SELLER AGREES to sell and furnish to Buyer a conveyance document, on form(s) furnished by the Buyer, and Buyer agrees to buy the following real estate, hereinafter referred to as the premises, situated in parts of the following (1/4 1/4 Sec./Twp./Rge.) or (Lot/Blk./Subdiv.): Northwest 1/4 of the Southwest 1/4 of Section 1, Township 87 North, Range 4 West
County (~~City~~) of Delaware, State of Iowa, and more particularly described on Page 3, and which include the following buildings, improvements and other property: None

~~SELLER ALSO AGREES TO CONVEY all rights of direct access to Highway xxxxxxxx~~ ~~except~~ ~~and reserving to Seller the right of access at the following locations:~~

For Release, See Book 132 Page 246 1/12/94

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. SELLER CONSENTS to any change of grade of the highway and accepts payment under this contract for any and all damages arising therefrom. SELLER ACKNOWLEDGES full settlement and payment from the Buyer for all claims per the terms of this contract and discharges the Buyer from liability because of this contract and the construction of this public improvement project.

2. Possession of the premises is the essence of this contract and Buyer may enter and assume full use and enjoyment of the premises per the terms of this contract. SELLER GRANTS Buyer the immediate right to enter the premises for the purpose of gathering survey and soil data. SELLER MAY surrender possession of the premises or building or improvement or any part thereof prior to the time at which he 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 collect.

3. Buyer agrees to pay and SELLER AGREES to grant the right of possession, convey title and to surrender physical possession of the premises as shown on or before the dates listed below.

Payment Amount	Agreed Performance	Date
$	on right of possession	
$	on conveyance of title	
$ DWB	on surrender of possession	
$ 1226.00	on possession and conveyance	60 Days after Buyer approval
$ 1226.00	TOTAL LUMP SUM	

BREAKDOWN: ac.=acres sq.ft.=square feet

Land by Fee Title	ac./sq.ft.	$	Buildings & Improvements		$
Underlying Fee Title DWB	ac./sq.ft.	$	Fence 32 rods woven		$
Permanent Easement 0.25	ac./~~sq.ft.~~	$	Fence rods barbed		$
Temporary Easement DWB 0.37	ac./~~sq.ft.~~	$			
Damages for					$

4. SELLER WARRANTS that there are no tenants on the premises holding under the lease except: NONE

SELLER'S SIGNATURE AND CLAIMANT'S CERTIFICATION: Upon due approval and execution by the Buyer, we the undersigned claimants certify the total lump sum payment shown herein is just and unpaid.

X David W. Buchheit President
David W. Buchheit
President
P.O. Box97
Dyersville, Iowa 52040

5. Each page and each attachment is by this reference made part hereof and the entire agreement consists of 3 pages.

FILE No. 24-3104
RECORDING FEE $ 15.00
TRANSFER FEE $

FILED FOR RECORD THE 28 DAY OF June, 19 90 AT 10:31 O'CLOCK A. M. BOOK 126 PAGE 227

STATE OF IOWA, DELAWARE COUNTY
Joan Sheppard, Recorder
LD

6. This contract shall apply to and bind the legal successors in interest of the Seller and 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 Section 427.2 of the Code of Iowa, and agrees to warrant good and sufficient title. Names and addresses of lienholders are: Citizens State Bank - Hopkinton.

7. Buyer may include mortgagees, lienholders, encumbrancers and taxing authorities as payees on warrants as contract payment. In addition to the Total Lump Sum, Buyer agrees to pay $ 50.000 for the cost of adding title documents required by this transaction to Seller's abstract of title. If requested to do so, SELLER WILL furnish and deliver to Iowa Department of Transportation, Office of Right of Way, Ames, Iowa 50010 an abstract of title continued to date showing merchantable title to the premises in Seller. Buyer agrees to pay the cost of abstract continuation and to return the abstract to Seller. SELLER AGREES to obtain court approval of this contract, if requested by the Buyer, if title to the premises becomes an asset of any estate, trust, conservatorship or guardianship. Buyer agrees to pay court approval costs and all other costs necessary to transfer the premises to the Buyer, but not attorney fees. Claims for such transfer costs shall be paid in amounts supported by paid receipts or signed bills.

8. Buyer agrees that any drain tile which are located within the premises and are damaged by highway construction shall be repaired at no expense to Seller. Where Buyer specifically agrees to construct and maintain fence, the fence shall be constructed and maintained for vehicle access control purposes only at no expense to the Seller. Buyer shall have the right of entry upon Seller's remaining property along the right of way line, if necessary, for the purpose of connecting said drain tile and constructing and maintaining said fence. Seller may pasture against said fence at his own risk. Buyer will not be liable for fencing private property or maintaining the same to restrain livestock.

9. 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 contract, 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.

10. 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 Section 428A.1 of the Code of Iowa.

11. 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 contract as required by Section 472.52 of the Code of Iowa.

12. This written contract 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. Seller warrants that there is no well, solid waste disposal site hazardous waste, nor underground storage tanks located on the described premises except : NONE

14. Seller grants buyerva temporary easement for the purpose of a detour at the following described location:

From station 153+82.23±PL to Sta. 159+00 a strip 105 ft. wide on the east side.

From Sta. 159+00 to Sta. 160+75.1 a strip 105 to 60ft.±ExRW wide on the east side.

Said temporary easement will terminate at the end of this construction project.

Note*
±PL means plus or minus property line
± ExRW means plus or minus existing right of way

SELLER'S ACKNOWLEDGMENT

STATE OF IOWA: ss On this 5 day of April, 19 90, before me, the undersigned, personally appeared David W. Buchheit,

known to me to be the identical persons named in and who executed the foregoing instrument and acknowledged that they executed the same as their voluntary act and deed.

See Pge 3

KEITH [illegible] MY COMMISSION EXPIRES 3-12-1993

Notary Public in and for the State of Iowa

BUYER'S ACKNOWLEDGMENT

STATE OF IOWA: ss. On this 14th day of June, 19 90, before me, the undersigned, personally appeared Bill McGuire, known to me to be a Right of Way Director of the Buyer and who did say that said instrument was signed on behalf of the Buyer by its authority duly recorded in its minutes, and the said Right of Way Director acknowledged the execution of said instrument, which signature appears hereon, to be the voluntary act and deed of the Buyer and by it voluntarily executed.

VICTOR A. JOHNSON MY COMMISSION EXPIRES 9-15-91

Notary Public in and for the State of Iowa

BUYER'S APPROVAL

Norbert E. Holden 5-14-90
Recommended by: Project Agent (Date)

JUN 14 1990
Approved By: Right of Way Director (Date)

BILL McGUIRE

Form 634-020
5-84 H-9704

Iowa Department of Transportation

DESCRIPTION OF PREMISES

Parcel No. 3
Project No. FN-38-4(25)--21-28

County Delaware
Road No. Ia. 38

SELLER Buchheit Poultry, Inc.

Seller grants buyer a permnament easement at the location described below in conjunction with Project FN-38-4(25)--21-38

From Sta. 153+82.23±PL	to Sta. 156+00	a strip 90.07' to 90'	ft. wide	East	side,
From Sta. 156+00	to Sta. 159+00	a strip 90' to 60'±ExRW	ft. wide	East	side,
From Sta.	to Sta.	a strip	ft. wide		side,
From Sta.	to Sta.	a strip	ft. wide		side,
From Sta.	to Sta.	a strip	ft. wide		side,
From Sta.	to Sta.	a strip	ft. wide		side,
From Sta.	to Sta.	a strip	ft. wide		side,
From Sta.	to Sta.	a strip	ft. wide		side,
From Sta.	to Sta.	a strip	ft. wide		side,
From Sta.	to Sta.	a strip	ft. wide		side,
From Sta.	to Sta.	a strip	ft. wide		side,
From Sta.	to Sta.	a strip	ft. wide		side,
From Sta.	to Sta.	a strip	ft. wide		side,
From Sta.	to Sta.	a strip	ft. wide		side,
From Sta.	to Sta.	a strip	ft. wide		side,

As measured from centerline of proposed highway as shown on plans for said highway.

NOTE*

±PL means plus or minus property line

±ExRW means plus or minus existing right of way

Form 634032
3-90

Iowa Department of Transportation

CORPORATE ACKNOWLEDGMENT

STATE OF Iowa, COUNTY OF Delaware, ss:

On this 5 day of May, A.D., 19 90, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared David Buchheit and He is to me personally known, who, being by me duly sworn, did say that they are the president and , respectively, of said Buchheit Poultry, Inc., that *(no seal has been procured by)* ~~the seal affixed thereto is the seal of~~ said corporation, and that said instrument was signed on behalf of said corporation by authority of its Board of Directors; and the said David Buchheit and , as such officers, acknowledged the execution of said instrument to be the voluntary act and deed of said corporation, by it and by them voluntarily executed.

Keith A. Osborn

(SEAL) KEITH A OSBORN MY COMMISSION EXPIRES 3-12-1993

Keith A. Osborn
Notary Public in and for the State of Iowa