

MICHELLE UTSLER
MADISON COUNTY RECORDER
P.O. Box 152
Winterset, Iowa 50273-0152
Ph. (515) 482-3771

FILED NO. 2013
BOOK 135 PAGE 697
96 JAN 23 AM 9: 52
MICHELLE UTSLER
RECORDER
MADISON COUNTY, IOWA

COMPUTER
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REC \$ 45.00
AUD \$
R.L.F. \$

Valerie E. Goethals, Right of Way Office, Iowa Department of Transportation, 800 Lincoln Way, Ames, IA 50010-6993, 515-239-1361
Form 634012
8/18/95

Page 1

PARTIAL ACQUISITION CONTRACT

jcn24 a:bishop

PARCEL NO. 23 COUNTY Madison
PROJECT NO. FN-92-4(15)--21-61 ROAD NO. IA 92

SELLER: Bishop Farms, General Partnership (Fee Owner/Lessor)
Sargent Lease Royalty Trust (Mineral Rights) (Owner/Lessor)
Martin Marietta Corporation, now known as Martin Marietta Materials, Inc. (Lessee)

THIS AGREEMENT made and entered into this 16th day of January, 19 96, by and between Seller and the Iowa Department of Transportation, acting for the State of Iowa, Buyer.

- SELLER AGREES to sell and furnish to Buyer a conveyance document, on form(s) furnished by Buyer, and Buyer agrees to buy the following real estate, hereinafter referred to as the premises, situated in parts of the following:
SW $\frac{1}{4}$ SE $\frac{1}{4}$, SE $\frac{1}{4}$ SE $\frac{1}{4}$ Section 28; SW $\frac{1}{4}$ SW $\frac{1}{4}$ Section 27; NW $\frac{1}{4}$ NW $\frac{1}{4}$, NE $\frac{1}{4}$ NW $\frac{1}{4}$, NW $\frac{1}{4}$ NE $\frac{1}{4}$ Section 34; all in Township 76 North, Range 27 West, County of Madison, State of Iowa, and more particularly described on Pages 6 thru 9, including the following buildings, improvements and other property:

~~SELLER ALSO AGREES to convey to Buyer as follows all of Seller's rights of direct access to Highway _____:~~

~~excepting and reserving to Seller the right of access at the following locations:~~

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 Buyer for all claims per the terms of this contract and discharges Buyer from liability because of this contract and the construction of this public improvement project.

- 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.
- Buyer agrees to pay and 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 right of possession	_____
\$ <u>14,500.00</u>	on conveyance of title	<u>60 days after Buyer approval</u>
\$ <u>-0-</u>	on surrender of possession	<u>Immediate</u>
\$ _____	on possession and conveyance	_____
\$ <u>14,500.00</u>	TOTAL LUMP SUM	

Breakdown	Ac./Sq.Ft.	
Land by Fee Title	_____	Fence: <u>233</u> rods woven
Underlying Fee Title	_____	Fence: _____ rods barbed
Permanent Easement	<u>4.54 acres</u>	
Temporary Easement	_____	

- Each page and each attachment is by this reference made a part hereof and the entire agreement consists of 9 pages.
DISTRIBUTION: TWO COPIES RETURNED TO BUYER (IOWA DOT) -- ONE COPY RETAINED BY SELLER

See Easement 2-27-99, 137-273

jcn24 a:bishop

PARCEL NO. 23 COUNTY Madison
 PROJECT NO. FN-92-4(15)--21-61 ROAD NO. IA 92

SELLER: Bishop Farms General Partnership (Fee Owner/Lessor)
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Martin Marietta Corporation, now known as Martin Marietta Materials, Inc. (Lessee)

5. SELLER WARRANTS that there are no tenants on the premises holding under lease except: Michael E. Erdman and Patty Gonterman
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 the Code of Iowa, and agrees to warrant good and sufficient title. Names and addresses of lienholders are: NONE
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 \$ 50.00 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, 800 Lincoln Way, Ames, IA 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 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 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 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 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 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 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 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 states and warrants that there is no known well, solid waste disposal site, hazardous substances, nor underground storage tanks on the premises described and sought herein, except the following:

A well located 56.6 feet North of Sta. 180+35.9, measured from the centerline of said highway.

jcn24 a:bishop

PARCEL NO. 23
 PROJECT NO. FN-92-4(15)--21-61

COUNTY Madison
 ROAD NO. IA 92

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14. Buyer agrees to construct Type "B" entrances at Sta. 182+84, North and South sides; a Type "C" entrance at Sta. 158+16, North side; and Joint Type "C" entrances at Sta. 185+15 and Sta. 201+00, South side, and Sta. 145+09, North side.

It is understood and agreed the entrances at Sta. 201+00±, South side, will be closed and the existing frontage road at Sta. 185+40±, South side, will be used as constructed.

It is further understood and agreed that all other entrances not listed or allowed in this contract will be eliminated.

15. Seller grants Buyer Temporary Easements for the following purposes:

For the purpose of constructing an entrance:

From Sta. 145+05±PL to Sta. 145+30, a strip 130 (OR) feet wide, North side

For the purpose of removing a planter:

From Sta. 182+24 to Sta. 182+55, a strip 105 feet wide, North side

as measured from the proposed highway centerline, as shown on the project plans.

Said Temporary Easements shall terminate upon completion of this highway project.

16. It is understood and agreed that the Total Lump Sum shown on Page 1 of this contract includes payment in full for plantings located 60± feet North of Sta. 182+35.
17. It is understood and agreed the well located 58.1 feet North of Sta. 177+38.6 will NOT be removed by this highway construction project.
18. Buyer agrees to pay the actual and reasonable cost for replacing the well and related hookup apparatus, located 56.6 feet North of Sta. 180+35.9, measured from the centerline of said highway. Payment will be made on the basis of paid itemized bills and receipts furnished to Buyer by Seller after the well is completed. Seller agrees to accept said sum as payment in full for any and all damages arising from the loss and replacement of said well.
19. It is understood and agreed that should the Lessor or the Lessee elect not to enter into this agreement, then this contract shall be considered null and void and all interests shall become the subject of eminent domain proceedings.

This contract shall also apply to and bind the legal successors in interest of the Lessee, and the Lessee warrants possession of a good and valid lease and the right to occupy and use the premises as tenant as well as good and sufficient title to any property sold to the Buyer. Lessee hereby agrees to surrender possession of the premises per the terms of this contract, relinquishes all rights to possession and use of the premises, and acknowledges full satisfaction and settlement from the Buyer for all claims of every kind and nature by reason of being deprived of the possession and use of said premises and the construction of this highway. Lessee further agrees to pay all liens, assessments, taxes, and encumbrances for which Lessee may be liable as tenant against any property sold to the Buyer.

Buyer will make all payments payable to Lessor and Lessee, and the Lessor and the Lessee agree to make any necessary divisions of the proceeds.

ABBREVIATIONS:

± means plus or minus

OR means office relocation

±PL means plus or minus property line

MAD1 A: BISHOP

PARCEL NO. 23
PROJECT NO. FN-92-4(15)--21-61

COUNTY Madison
ROAD NO. IA 92

SELLER: Bishop Farms, General Partnership (Fee Owner/Lessor)
Sargent Lease Royalty Trust (Mineral Rights) (Owner/Lessor)
Martin Marietta Corporation, now known as Martin Marietta Materials, Inc. (Lessee)

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.

Bishop Farms, General Partnership
c/o George H. Frampton, Attorney at Law
317 Sixth Avenue, Suite 1200, Des Moines, IA 50309-4110

By: x Willard L. Bishop
Willard L. Bishop, General Partner

Sargent Lease Royalty Trust
c/o George H. Frampton, Attorney at Law
317 Sixth Avenue, Suite 1200, Des Moines, IA 50309-4110

By: x Richard E. Sargent
Richard E. Sargent, Trustee

By: x F. T. Beasley
F. T. Beasley, Trustee

By: x Willard L. Bishop
Willard L. Bishop, Trustee

Martin Marietta Materials, Inc.
c/o George H. Frampton, Attorney at Law
317 Sixth Avenue, Suite 1200, Des Moines, IA 50309-4110

By: x Robert C. Meskimen
Robert C. Meskimen
General Manager, Midwest Region

BUYER'S ACKNOWLEDGMENT

STATE OF IOWA: ss On this 16th day of January, 19 96, before me, the undersigned, personally appeared Robert L. North, known to me to be a Right of Way Director of Buyer and who did say said instrument was signed on behalf of Buyer by its authority duly recorded in its minutes, and said Right of Way Director acknowledged the execution of said instrument, which signature appears hereon, to be the voluntary act and deed of Buyer and by it voluntarily executed.

Douglas Johnston
Notary Public in and for the State of Iowa

BUYER'S APPROVAL

Robert L. North 12-14-95

Recommended by: Project Agent (Date)

Robert L. North JAN 16 1996

Approved by: Right of Way Director (Date)

ROBERT L. NORTH



SELLER ACKNOWLEDGMENTS

MAD1 A: BISHOP

PARCEL NO. 23
PROJECT NO. FN-92-4(15)--21-61

COUNTY Madison
ROAD NO. IA 92

SELLER: Bishop Farms General Partnership (Fee Owner/Lessor)
Sargent Lease Royalty Trust (Mineral Rights) (Owner/Lessor)
Martin Marietta Corporation, now known as Martin Marietta Materials, Inc. (Lessee)

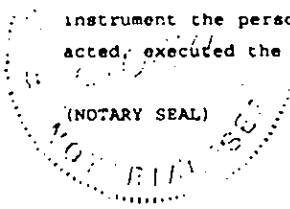
SELLER'S ALL-PURPOSE ACKNOWLEDGMENT

STATE OF Iowa)
COUNTY OF Polk) ss:

On this 6th day of December, A.D. 1995, before me, the undersigned, a Notary Public in and for said State, personally appeared Willard L. Bishop

to me personally known
or 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.



Judy L. Skinner (Sign in Ink)
Judy L. Skinner (Print/Type Name)
Notary Public in and for the State of Iowa

CAPACITY CLAIMED BY SIGNER:

- INDIVIDUAL
- CORPORATE
Title(s) of Corporate Officer(s):
- Corporate Seal is affixed
- No Corporate Seal procured
- PARTNER(s): Limited Partnership
 General Partnership
- ATTORNEY-IN-FACT
- EXECUTOR(s) or TRUSTEE(s)
- GUARDIAN(s) or CONSERVATOR(s)
- OTHER:

SIGNER IS REPRESENTING:

List name(s) of entity(ies) or person(s)
Bishop Farms General Partnership

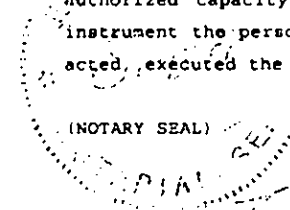
SELLER'S ALL-PURPOSE ACKNOWLEDGMENT

STATE OF Iowa)
COUNTY OF Polk) ss:

On this 6th day of December, A.D. 1995, before me, the undersigned, a Notary Public in and for said State, personally appeared Richard E. Sargent, F. T. Beasley, and Willard L. Bishop

to me personally known
or 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.



Judy L. Skinner (Sign in Ink)
Judy L. Skinner (Print/Type Name)
Notary Public in and for the State of Iowa

CAPACITY CLAIMED BY SIGNER:

- INDIVIDUAL
- CORPORATE
Title(s) of Corporate Officer(s):
- Corporate Seal is affixed
- No Corporate Seal procured
- PARTNER(s): Limited Partnership
 General Partnership
- ATTORNEY-IN-FACT
- EXECUTOR(s) or TRUSTEE(s)
- GUARDIAN(s) or CONSERVATOR(s)
- OTHER:

SIGNER IS REPRESENTING:

List name(s) of entity(ies) or person(s)
Sargent Lease Royalty Trust

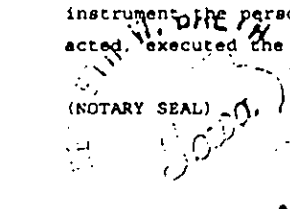
SELLER'S ALL-PURPOSE ACKNOWLEDGMENT

STATE OF Iowa)
COUNTY OF Polk) ss:

On this 6th day of December, A.D. 1995, before me, the undersigned, a Notary Public in and for said State, personally appeared Robert C. Meskimen

to me personally known
or 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.



Kenneth W. Baeth (Sign in Ink)
Kenneth W. Baeth (Print/Type Name)
Notary Public in and for the State of IA

CAPACITY CLAIMED BY SIGNER:

- INDIVIDUAL
- CORPORATE
Title(s) of Corporate Officer(s):
General Manager, Midwest Region
- Corporate Seal is affixed
- No Corporate Seal procured
- PARTNER(s): Limited Partnership
 General Partnership
- ATTORNEY-IN-FACT
- EXECUTOR(s) or TRUSTEE(s)
- GUARDIAN(s) or CONSERVATOR(s)
- OTHER:

SIGNER IS REPRESENTING:

List name(s) of entity(ies) or person(s)
Martin Marietta Materials, Inc.

Form 634-017
6-75

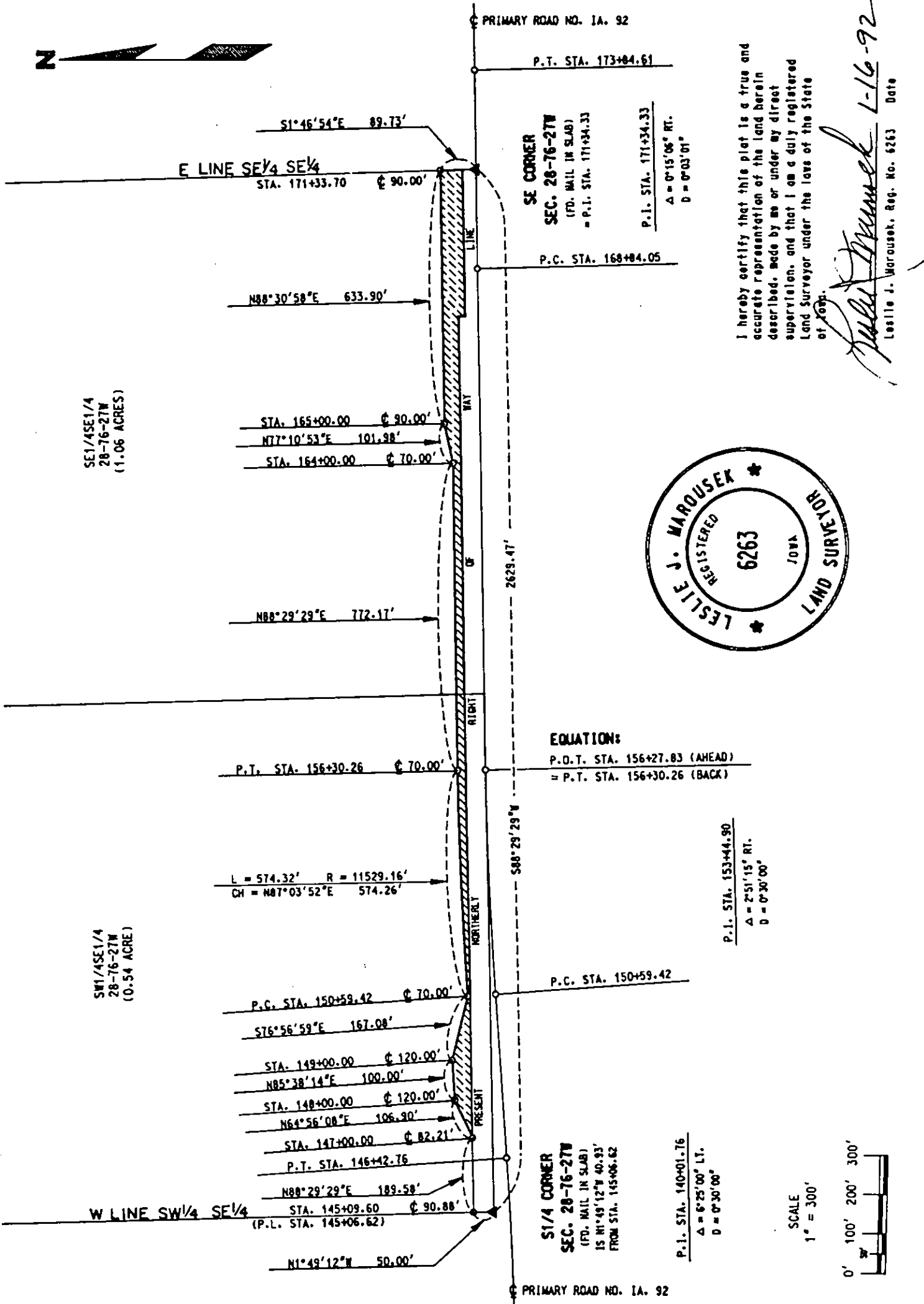
IOWA DEPARTMENT OF TRANSPORTATION

Page 6



ACQUISITION PLAT OF 4
EXHIBIT 'A'

COUNTY MADISON STATE CONTROL NO. 61-0600
 PROJECT NO. FN-92-4(15)-21-61 PARCEL NO. 23
 SECTION 28 TOWNSHIP 76N RANGE 27W
 ROW-FEE _____ AC. EASE 1.60 AC. EXCESS - FEE _____ AC
 ACQUIRED FROM _____



IOWA DEPARTMENT OF TRANSPORTATION
ACQUISITION PLAT 2 OF 4
EXHIBIT "A"

Page 7



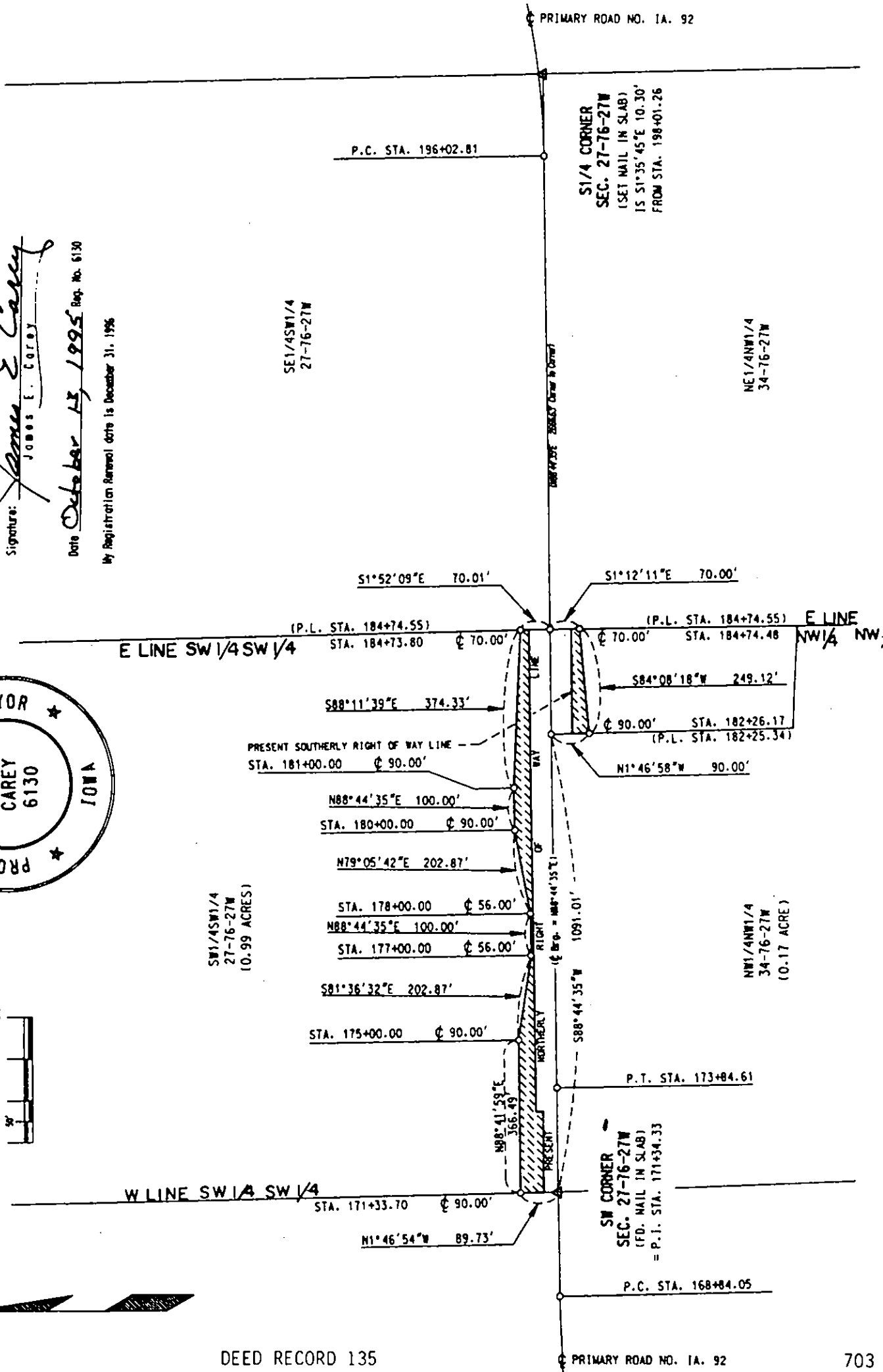
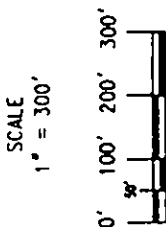
COUNTY MADISON STATE CONTROL NO. 61-0600
PROJECT NO. FN-92-4(15)-21-61 PARCEL NO. 23
SECTION 27 & 34 TOWNSHIP 76N RANGE 27W
ROW - FEE _____ AC. EASE 1.16 AC. EXCESS - FEE _____ AC
ACQUIRED ACCESS RIGHTS FROM STA. _____ TO STA. _____ MAIN LINE _____ SIDE
ACQUIRED ACCESS RIGHTS FROM STA. _____ TO STA. _____ SIDE ROAD _____ SIDE
ACQUIRED FROM _____

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

Signature: James E. Carey
James E. Carey

Date October 13, 1995 Reg. No. 6130

My Registration Renewal date is December 31, 1996



Form 634-011
6-75



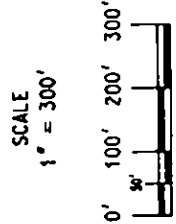
IOWA DEPARTMENT OF TRANSPORTATION

ACQUISITION PLAT 3 OF 4
EXHIBIT "A"

COUNTY MADISON STATE CONTROL NO. 61-0600
 PROJECT NO. FN-92-4(15)-21-61 PARCEL NO. 23
 SECTION 34 TOWNSHIP 76N RANGE 27W
 ROW-FEE _____ AC. EASE 1.54 AC. EXCESS - FEE _____ AC
 ACQUIRED FROM _____

P.L. STA. 201+79.53
 $\Delta = 33^{\circ}36'19''$ LT.
 $D = 3^{\circ}00'00''$

N1/4 CORNER
 SEC. 34-76-27W
 (SET MAIL IN SLAB)
 IS $S1^{\circ}35'45''E$ 10.30'
 FROM STA. 198+01.26



P.C. STA. 196+02.81

PRIMARY ROAD NO. 1A. 92

$S1^{\circ}35'45''E$ 85.13'

95.00' STA. 197+92.36

E LINE NE1/4 NW1/4

$S86^{\circ}57'58''W$ 801.85'

NE1/4NW1/4
34-76-27W
(1.54 ACRES)

110.00' STA. 190+00.00

$N86^{\circ}41'16''W$ 502.12'

70.00' STA. 184+99.48

(P.L. STA. 184+99.55)

EAST LINE OF THE
 WEST 25.0 FEET OF
 THE NE1/4NW1/4 OF
 SEC. 34-76-27W

$N1^{\circ}12'11''W$ 70.00'

1/41/4 SECTION LINE

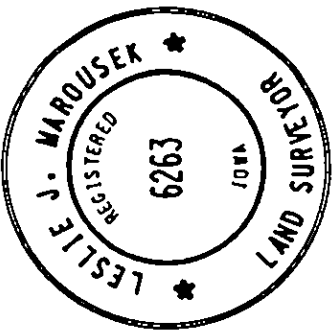
NW1/4NW1/4
34-76-27W

P.T. STA. 173+84.61

NW CORNER
 SEC. 34-76-27W
 (FD. MAIL IN SLAB)
 = P.L. STA. 171+34.33

P.L. STA. 171+34.33
 $\Delta = 0^{\circ}15'06''$ RT.
 $D = 0^{\circ}03'01''$

PRIMARY ROAD NO. 1A. 92



I hereby certify that this plat is a true and accurate representation of the land herein described, made by me or under my direct supervision, and that I am a duly registered Land Surveyor under the laws of the State of Iowa.

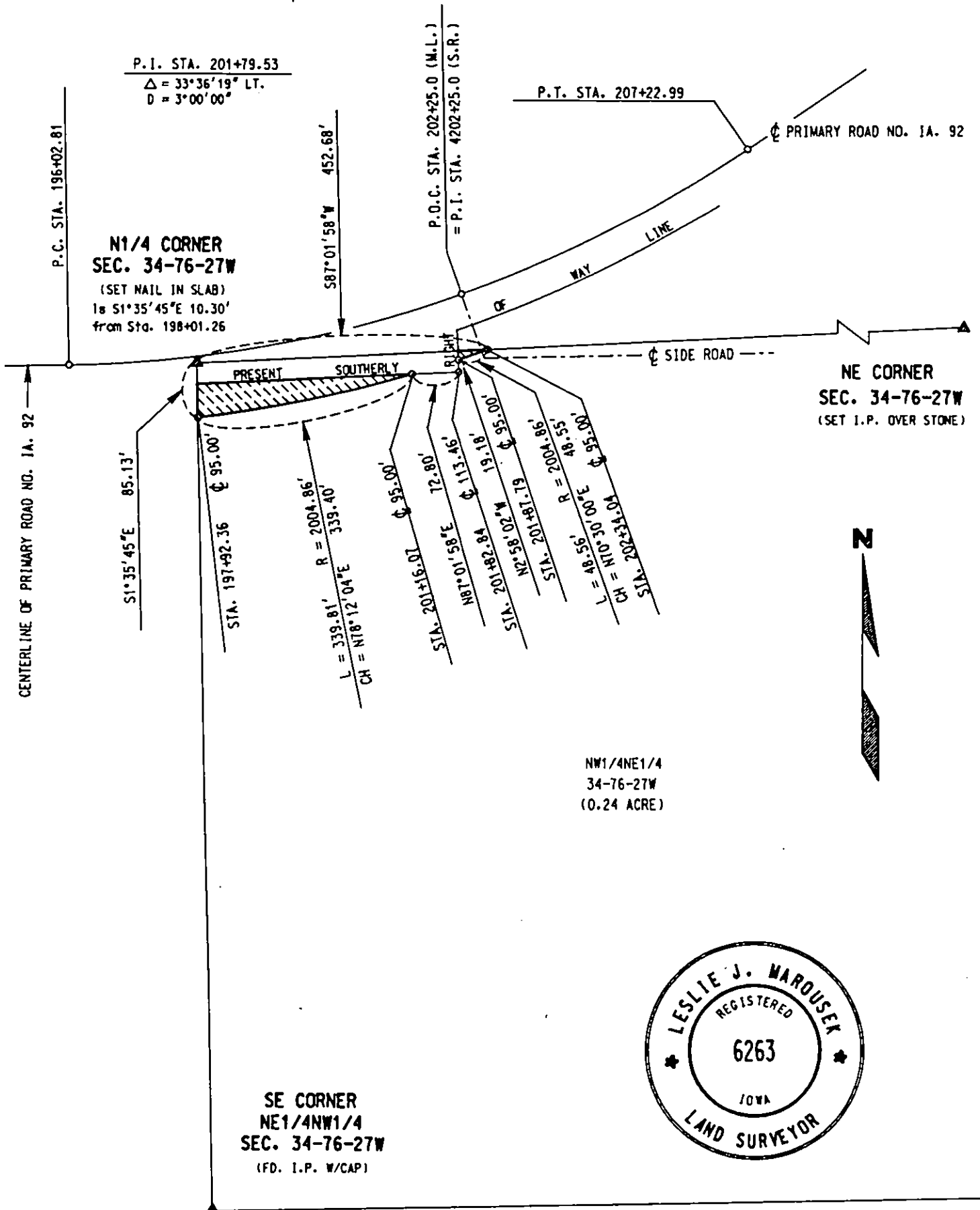
Leslie J. Marousek
 Leslie J. Marousek, Reg. No. 6263 Date 1-16-92



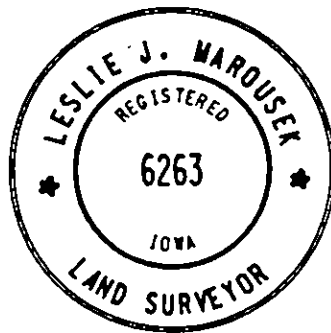
IOWA DEPARTMENT OF TRANSPORTATION

ACQUISITION PLAT (4 OF 4)
EXHIBIT 'A'

COUNTY MADISON STATE CONTROL NO. 61-0600
 PROJECT NO. FN-92-4(15)-21-61 PARCEL NO. 23
 SECTION 34 TOWNSHIP 76N RANGE 27W
 ROW-FEE _____ AC. EASE 0.24 AC. EXCESS - FEE _____ AC
 ACQUIRED FROM _____



NW1/4NE1/4
34-76-27W
(0.24 ACRE)



I hereby certify that this plat is a true and accurate representation of the land herein described, made by me or under my direct supervision, and that I am a duly registered Land Surveyor under the laws of the State of Iowa.

Leslie J. Marousek 1-16-92
Leslie J. Marousek, Reg. No. 6263 Date

