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Page 1

ARCEL NO21 ROJECT NOFN-92-4(15)	21-61	COUNTY <u>Madiso</u> ROAD NO. <u>92</u>	<u> </u>
HIS AGREEMENT made and entered	into this 9th day of June	, A.D. 19_2	by and between
Charles R. Ad	lams and Ruth L. Adams, hus	sband and wife	
	portation, acting for the State of Iowa, Buy	er.	<u> </u>
			Rower earnes to how the
a u in translation baseles des	rnish to Buyer a conveyance document, or referred to as the premises, situated in part on 28. Township 76 North,	(8 Of the following (1/4 1/4 Sec./) wp./my/). JOKOMI BUNG BOOM 4
County (6XEK) ofMadis	buildings, improvements and other property	tate of lowa, and more particularly desc erty: NONE	ribed on Page _3
XEKNORANDSCANGREEN TO XX	NA EUCKK KOSKKORKOSKKORK NURKKEME	WXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX	
KUR HAKKKERKUMSKAKANGOKEK	BART XXX PARCHED DESCRIPTION AND AND AND AND AND AND AND AND AND AN	(MXX ———————————————————————————————————	
terms of this contract. SELLER SELLER MAY surrender posse hereinafter agreed to do so, and 3. Buyer agrees to pay and SELLE	ne essence of this contract and Buyer may GRANTS Buyer the Immediate right to ent ession of the premises or building or imple dagrees to give Buyer ten (10) days notice. RAGREES to grant the right of possession	er the premises for the purpose of gathe provement or any part thereof prior to the end of Seller's intention to do so by calling	ning survey and soil date he time at which he ha Buyer collect.
as shown on or before the date Payment Amount	Agreed Performance	Date	
\$	- 4 4144		
2000.00 2000.00	on surrender of possession on possession and conveyance TOTAL LUMP SUM	60 days after Buyer	approval
BREAKDOWN: ac.=acres	sq.ft.=square feet	Buildings & Improvements	\$
Land by Fee Title Underlying Fee Title	ac./sq.ft. \$ ac./sq.ft. \$	Fence <u>53</u> rods woven	\$
Permanent Easement	52ac/sQIX \$	Fence rods barbed	\$
Temporary Easement Damages for	ac./sq.ft. \$	<u>.</u>	_ \$
4. SELLER WARRANTS that the	re are no tenants on the premises holding	under the lease except:	
SELLER'S SIGNATURE AND CLAIM certify the total lump sum payment s	AANT'S CERTIFICATION: Upon due app hown herein is just and unpaid.	SCOTT LHEN	ne undersigned claiman
*************************************	amo		
Charles K. Adams		Fit	ED NO. 3090
V Puth L'adama			OK 130 PAGE 109
Ruth L. Adams			JUN 18 PH 1: 2
Winterset, Iowa 5027	3		CHELLE UTSLER
		ΛM	RECORDED DISON COUNTY. 10W/
	, _ , 		

Distribution: White Copy - Original; Pink Copy - Accounting; Blue Copy, - Seller's

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

0.	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: 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 \$
	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 lows.
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.
	Seller states and warrants that there is no well, solid waste disposal site, hazardous substances, nor underground storage tanks on the premises described and sought herein.
(4. 15.	Buyer is granted a Temporary Easement as Necessary to construct entrances at Sta. 127+70 and Sta. 128+41 North Side. Said Temporary Easement shall termine upon completion of this highway project. Buyer agrees to construct a Type "C" entrance at Sta. 131+19, 127+70, 128+41 North side Any entrances not allowed in this contract will be eliminated.
.6.	Buyer is granted a Temporary Easement for the purpose of constructing entrance as follows: From Sta. 130+95 to Sta. 131+45, a strip 75(OR) feet wide, North side; as measured from centerline of proposed highway as shown on project plans. Said Temporary Easement shall terminate upon completion of this highway project.
SEL STA	VIATION: OR means office relocation LER'S ACKNOWLEDGMENT TE OF IOWA: ss On this 12 day of May
	wn to me to be the identical persons named in and who executed the foregoing instrument and acknowledged that they executed the same as a voluntary act and deed.
BU\ ST#	VER'S ACKNOWLEDGMENT INTE OF IOWA: ss On this 9th day of June
Buy Dire	enally appeared Bill McGuire, known to me to be a Right of Way Director of the er 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 ector acknowledged the execution of said instrument, which signature appears hereon, to be the voluntary act and deed of the Buyer and by it intarily executed.
	Notary Public in and for the State of lows
BU	Cycle G Barrer 5-18-92
Re	commended by: Project Agent (Date) JUN 0 9 1992
Z.	BILL McGUIRE SUN 0 9 1352 (Date)

IOWA DEPARTMENT OF TRANSPORTATION







ACQUISITION PLAT EXHIBIT "A"

61-0600 _ STATE CONTROL NO. _ MADISON COUNTY -21 FN-92-4(15)-21-61 PARCEL NO. PROJECT NO. . 27W RANGE 76N TOWNSHIP _ SECTION AC 0.52 AC. EXCESS - FEE AC. EASE ___ ROW-FEE ACQUIRED FROM PRIMARY ROAD NO. IA. 92 Z _____ P.T. STA. 146+42.76 (FD. NAIL IN SLAB)
IS KIT-41' 20"# 40.91'
from Sto. 145+07.86 S1/4 CORNER SEC. 28-76-278 I hereby certify that this plat is a true and accurate representation of the land herein P.1. STA. 140+01.76 tupervision, and that I am a duly registered and Surveyor under the loss of the State Δ = 6.25'00" LT. 0 = 0.30'00" described, made by me or under my direct P.C. STA. 133+59-42 40.68 51.45'09"E : 4. :. ___ STA. 131+82.52 (P.L. STA. 131+86.85) P.T. STA. 130+70.75 588°44'55"E 221,97 A DUSE STA: 129+61-17 ¢ 62.42' P.1. SIA. 127 +50.00 A = 3-12'30" RI. D = 0"30'00" TAYO SURVEYOR 61.99' \$81*37'16"E ¢ 70.00' STA. 129+00.00 a = 11529.16 _ = 473.79° CH = \$89"58'38"E 473.76 SW1/4SW1/4 28-76-27W (0.52 ACRE) 588*50'44"W 1316-70 P.C. STA. 124+29.08 ¢ 70.00' STA. 124+29.08 8467.29 NB8*50'44"E 329.08 C 70.00 STA. 121+00.00 SY CORNER STA. 118+67.29 Ç 75.00

75.00

@ PRIMARY ROAD NO. 14. 97

STA. 118+66.60 #11: 41 105 TH