



- 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: EARLHAM SAVINGS BANK; EARLHAM, IA.
- 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, 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.

Form 634032  
3-90



Iowa Department of Transportation

CORPORATE ACKNOWLEDGMENT

STATE OF IOWA, COUNTY OF MADISON, ss:

On this 9th day of July, A.D., 19 92, before me, the undersigned, a Notary Public in and for the State of IOWA, personally appeared PERRY K. PEARSON and TERESA M. PEARSON, to me personally known, who, being by me duly sworn, did say that they are the PRESIDENT and SECRETARY, respectively, of said PEARSON Y-2 CATTLE Co.

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 PERRY K. PEARSON and TERESA M. PEARSON, 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.

(SEAL)



CLYDE C. BARNES

Clyde C Barnes

Notary Public in and for the State of IOWA

Notary Public in and for the State of Iowa

BUYER'S ACKNOWLEDGMENT

STATE OF IOWA: ss On this 3rd day of August, 19 92, before me, the undersigned, personally appeared Robert L. North, 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  
Notary Public in and for the State of Iowa



VICTOR A. JOHNSON

BUYER'S APPROVAL

Clyde C Barnes 7-10-92  
Recommended by Project Agent (Date)

Robert L North AUG 03 1992  
Approved By Right of Way Director (Date)

ROBERT L. NORTH

SUPPLEMENTAL AGREEMENTS

Parcel No. 12  
Project No. FN-92-4(15)--21-61

Madison County  
Road No. IA 92

SELLER: Pearson Y-2 Cattle Co.

- 13. Buyer agrees to construct Type "C" entrances at Sta. 47+18, Sta. 49+10, Sta. 51+58, and Sta. 64+47, all North side.
- 14. Buyer is granted Temporary Easements for the purpose of constructing entrances as follows:

- From Sta. 46+90 to Sta. 47+50, a strip 100 feet wide, North side;
- From Sta. 48+80 to Sta. 49+40, a strip 100 feet wide, North side;
- From Sta. 51+00 to Sta. 51+70, a strip 160 feet wide, North side;
- From Sta. 64+00 to Sta. 65+00, a strip 145 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.

~~15. Buyer agrees to pay the actual and reasonable cost, not to exceed the sum of \$18,175.00, of replacing the well located 56+ feet North of Sta. 80+64 and Sta. 82+96 measured from the centerline of said highway. Payment will be made on the basis of itemized bills and receipts furnished to Buyer by the Seller after the well is completed. SELLER AGREES to accept this sum as payment in full for any and all damages arising from the loss and replacement of the wells and associated piping, pumps, and wiring.~~

15. It is understood and agreed that the lump sum amount on page one includes payment in full for the replacement of the wells located 56+ feet North of Sta. 80+64 and Sta. 82+96 and all associated piping, pumps and electrical apparatus.

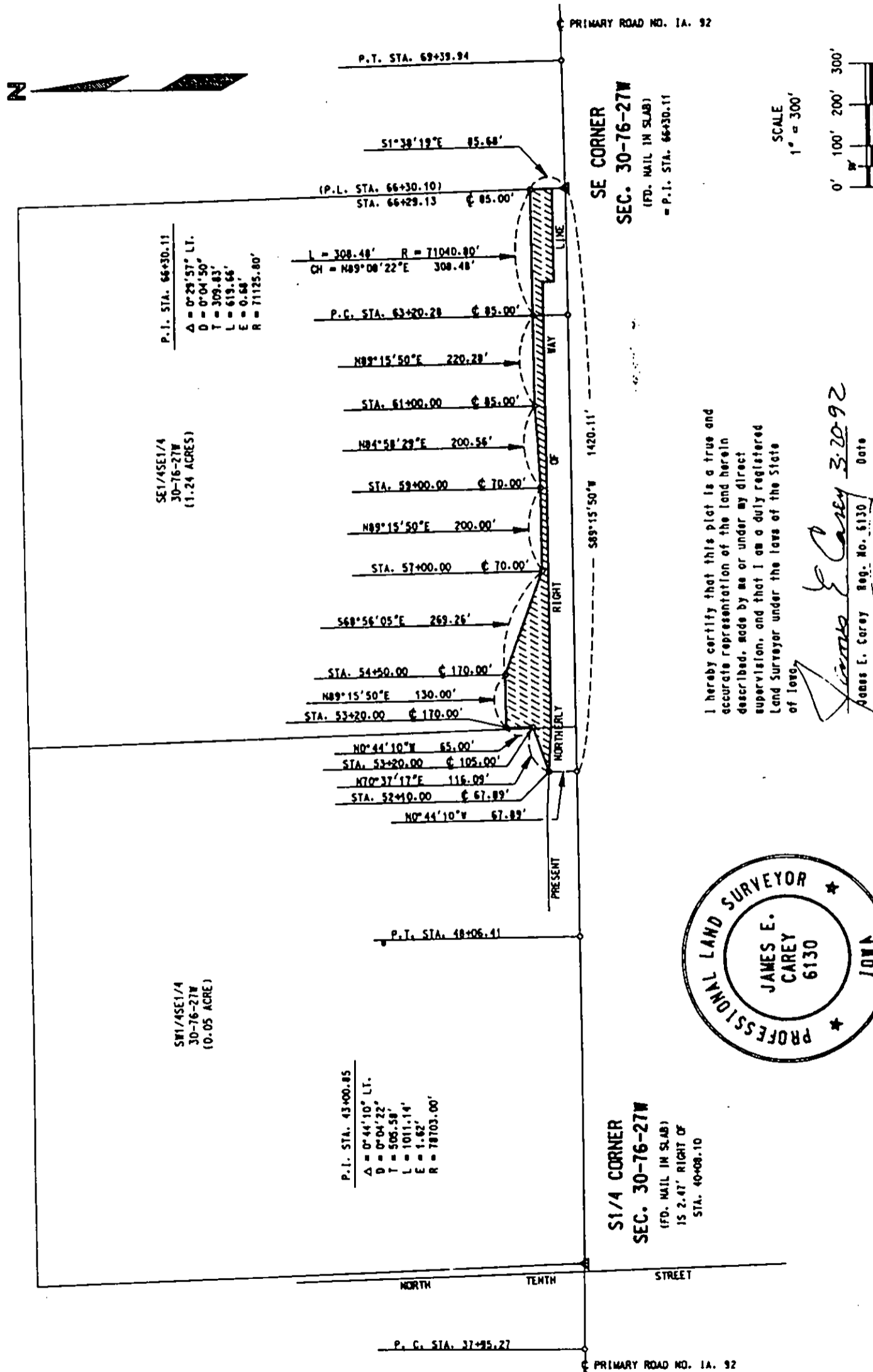
16. Seller states and warrants that there is no well, solid waste disposal site, hazardous substances, nor underground storage tanks on the premises described and sought herein, except as noted in Paragraph 15 above.

ABBREVIATIONS: ± means plus or minus



ACQUISITION PLAT  
EXHIBIT 'A'

COUNTY MADISON STATE CONTROL NO. 61-0600  
 PROJECT NO. FN-92-4(15)--21-61 PARCEL NO. 12  
 SECTION 30 TOWNSHIP 76N RANGE 27W  
 ROW-FEE \_\_\_\_\_ AC. EASE 1.29 AC. EXCESS - FEE \_\_\_\_\_ AC  
 ACQUIRED FROM \_\_\_\_\_



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.

*James E. Carey*  
 James E. Carey Reg. No. 6130 Date 3-20-92

