HIS AGREEMENT made and entered into this 3rd day of Quy of	ARCEL NO	21-61	•		Madison IA 92	
1. SELLER AGREES to sell and furnish to Buyer a conveyance document, on form(s) furnished by the Buyer, and Buyer agrees to to following real estate, hereinalter referred to as the premises, situated in parts of the following (1/4 I/4 Sec. / Twp / Rige.) XMXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX			august		. , A D. 19 9	by and between
1. SELLER AGREES to sell and furnish to Buyer a conveyance document, on form(s) furnished by the Buyer, and Buyer agrees to to following real estate, hereinafter referred to as the premises situated in parts of the following (1/4 1/4 Sec. Two /Tige.) ## AGREES (1/4 Sec. Two /Tige.) ### AGREES (1/	Pearson Y-2 Co	attle Co;			· ····	
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The premises also includes all estates, rights, title and interests, including all easements, and all advertising devices and the right such devices as are located thereon. SELLER CONSENTS to any change of grade of the highway and accepts payment under this for any and all damages arising therefrom. SELLER ACKNOWLEDGES full settlement and payment from the Buyer for all claims terms of this contract and discharges the Buyer from liability because of this contract and discharges the Buyer from liability because of this contract and discharges to grant the right of possession of the premises is the essence of this contract and buyer may enter and assume full use and enjoyment of the premises terms of this contract. SELLER GRANTS Buyer the immediate right to enter the premises for the purpose of gathering survey and selected and selected thereon of the premises terms of this contract. SELLER GRANTS Buyer the immediate right to enter the premises for the purpose of gathering survey and selected a					n	the
### Agreed Performance Selection Payment Amount Agreed Performance Agreed Performance Selection Selec	t it. I a seed astern boroinaftered	aterred to as the premises, si	ituated in parts of the f	iollowing (1/4 1/4 Se	c./Twp./Rge.)	XXIRQXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX
The premises also includes all estates, rights, title and interests, including all easements, and all advertising devices and the right such devices as are located thereon. SELLER CONSENTS to any change of grade of the highway and accepts payment under this cort any and all damages arrising therefrom. SELLER ACKNOWLEDGES full settlement and payment from the Buyer for all claims terms of this contract and discharges the Buyer from liability because of this contract and the construction of this public impro 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 terms of this contract. SELLER GRANTS Buyer the immediate right to enter the premises for the purpose of gathering survey and so SELLER MAY surrender possession of the premises or building or improvement or any part thereof prior to the time at which 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 p as shown on or before the dates listed below. Payment Amount Agreed Performance on right of possession on on surrender of possession on surrender of possession subject of the possession and conveyance of title acrisq it. Subject of the possession on surrender of possession and conveyance of title Permanent Easement 1,29, acrisquare feet Land by Fee Title acrisq it. Buildings & Improvements \$	County (KXISK) ofMadis	on ouildings, improvements and	, State of lo	owa, and more parti	cularly describ	ed on Page4
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on surrender of possession on possession and conveyance TOTAL LUMP SUM BREAKDOWN: ac.=acres sq.ft. square feet Land by Fee Title ac./sq.ft. Buildings & Improvements Underlying Fee Title ac./sq.ft. Fence 72 rods woven Permanent Easement 1.29 ac./&KK Fence rods barbed Temporary Easement ac./sq.ft. Fence rods barbed SELLER WARRANTS that there are no tenants on the premises holding under the lease except: **SELLER WARRANTS that there are no tenants on the premises holding under the lease except: **SELLER SIGNATURE AND CLAIMANT'S CERTIFICATION: Upon due approval and execution by the Buyer, we the undersigned corrier to total lump sum payment shown herein is just and unpaid. **Pearson Y-2 Cattle Co.** RR **Winterset** Iowa 50273 **AUD *** **BOOK 130 PAGE** **BOOK 20 AM BOOK 20 AM BO	\$	_ ·	-			
Land by Fee Titleac./sq.ft. \$Buildings & Improvements \$	24, 3/0.00	on surrender of posses on possession and con		60 days afte	er Buyer a	pproval
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Pearson Y-2 Cattle Co. RR Winterset, Iowa 50273 RV: Y Pen X Reason Press. Rect 2000 FILED NO. AUD \$ BOOK 130 PAGE 92 AUG 20 AH	4. SELLER WARRANTS that there	are no tenants on the prem	nises holding under th	ne lease except:	NONE	
RR Winterset, Iowa 50273 By: Y Pen & Peace Pres. REC \$ 2000 FILED NO	SELLER'S SIGNATURE AND CLAIMA certify the total lump sum payment sho	ANT'S CERTIFICATION: Up own herein is just and unpa	pon due approval and iid.	d execution by the l		_
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Perry K. Pearson. President	By: X Perry K. Pears	on. President			92 AU	6 20 AH 10: 31
By: X Telesa M. Pearson. Secretary Teresa M. Pearson. Secretary RECORDER MADISON COUNTY. PAGE PAG	Teresa M. Pear	son, Secretary		REG.		RECORDER
						

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

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 lowa, and agrees to warrant good and sufficient title. Names and addresses of lienholders are: EARIHAM SAVINGS BANK, EARIHAM, IA.
7.	Buyer may include mortgagees, lienholders, encumbrancers and taxing authorities as payees on warrants as contract paymenf. In addition to the Total Lump Sum, Buyer agrees to pay \$
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 lowa Department of Transportation
	CORPORATE ACKNOWLEDGMENT
	STATE OF, COUNTY OF, SS:
	7./
	On this
	to me personally known, who, being by me duly sworn, did say that they are the
	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
	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. BARNE. Notary Public in and for the State of
	Notary Public in and for the Stale of Iowa
STA ^r perso Buye Direc	TE OF IOWA: ss On this 3rd day of August
וטוטי	ntarily executed. Justin Consultation Notary Public years for the State of lower
BUY	ER'S APPROVAL VICTOR A JOHNSON
Rece	Clobe & Barnes 7-10-92 promended by Project Agent (Date)
App	AUG 0 3 1992 (Date)
	ROBERT L. NORTH

[WP5 A:PEARSON] PAGE 3

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.

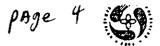
- Buyer agrees to pay the actual and reasonable cost/ not to exceed/the sum of \$18.175.09, of replacing the well /ocated/56+ feet North of Sta./80+64 and Sta./82+66 measured/from the centerline of said highway. / Payment will/be made on the basis of itemized hills and receipts furnished to/Buyer/by the/Selley 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 wiving.
- 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.

 $\{j_i, j_i\}$

ABBREVIATIONS: + means plus or minus

DEED RECORD 130

DEED RECORD 130 IOWA DEPARTMENT OF TRANSPORTATION



ACQUISITION PLATEXHEBIT "A"

COUNTY	MADI				_ STATE CONTROL NO.	12
PROJECT NO		2-4(15)		76N	PARCEL NO RANGE	27W
SECTION	30		TOWNSHIP AC, EASE	1.29	AC. FXCESS -	FEEAC
ROW-FEE			ACI CASE			
ACQUIRED FROM _			PRIMARY ROAD NO. IA. S	IA. 92		
	-		P.T. STA. 69+39.	94	+	ال ال
The state of the s			S1°38'19°E (P.L. STA. 66+30.10) STA. 66+29.13	€ 65.00° / S	SE CORNER SEC. 30-76-27W (FD. HALL 19 SLAB) - P. J. STA. 66430.11	SCALE 1° = 300' 0' 100' 200'
	P. J. STA. 66+30.11	A = 0.28'57" LT. 0 = 0.04'50" T = 309.83' L = 619.66' E = 0.64' R = 71125.80'	L = 308.48' R = 71040 CH = N89°00'22"E 308	48'		
				¢ 45.00'		N
	₹;	S S	STA61+00.00 N84*58*29*E7	∞.55' → \	1420.11	
	SE1/4SE1	30-76-27# (1.24 ACRES)	<u>\$₹4\$9+00-90</u>	¢_70.00'\}		# # # # # # # # # # # # # # # # # # #
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			N89*15'50"E 130.00' STA. 53+20.00	The state of the s	KORTHÉRET	I heraby certify that thi accurate representation of described, ands by se or u supervision, and that I as Land Surveyor under the to of loss.
			STA. 53+20.00 C	15.09' ¢ 67.89'	<u>₽</u> // } 	
			P.I. SIA.			SURVEYOR *
		S#1/45E1/4 30-76-27# (0.05 ACRE)				PROFESSIONN LANES CAREY 6130
		o	P.I. STA. 43+00.85 \$\triangle = 0^44'10^* LT. 0 = 0^04'22^* T = 506.58' L = 1011.14' E = 1.62' R = 78703.00'		_	
				TENT	S1/4 CORNER SEC. 30-76-27 (FD. MIL IN SAB) 15 2.47 RIGHT OF 51A. 40-49.10	· ·
			NORTH	16411		
			P. C. SIA.	31+95.27	C PRIMARY ROAD NO. 1	IA. 92