Form 634012 1 1, 7-L7 H2392

ARCEL NO	42				COUNTY	<u> Madison</u>	
ARCEL NO	FN-92-4(15)	21-61	 -			_IA 92	
OJECT NO.							
			<u> </u>	- 		<u>a</u>	
HIS AGREEM	IENT made and entered	into this 2046	ay of	<u>qust</u>		_ , A.D. 19 <u></u> 94	by and between
<u></u>				<u> </u>			· · · · · ·
	Lowell F. Ben	<u>ce and Sandr</u>	<u>a K. Bence.</u>	husband and	<u>a wite</u>		· · · · · · · · · · · · · · · · · · ·
						·	
eller, and low	a Department of Transpo	ortation, acting for t	the State of Iowa,	Buyer.			
						. D and D	aaraan ta buu the
1. SELLER	AGREES to sell and fur	nish to Buyer a cor	iveyance docume	nt, on form(s) furn	isned by the	Buyer, and Buy	Aat adlaaz to ona me
following	g real estate, hereinafter i NWNESecti	referred to as the pre	emises, situated in	parts of the following his Dange 27	ng (1/4 1/4 5 West	iec./ i wp./rige.)*	DUÁTO DEM WOODOW)
	NW2 NE2 SECTI	On Z5. TUWUS	11111 10 101 101 1	rii* vanâe ev			
	Madic		-	State of Iowa, ar	nd more per	ticularly describ	ed on Page 4
County ((XXXXX) of <u>Madis</u> ch include the following	huildings improves	ments and other o	_ , 31818 01 1048, 81 - , 31818 01 1048, 81	NONE		
and whice	th include the following	pullaings, improver	nents and other p	Toperty.			
	XAUGICKAIORIEGICX (E.B.)	WARA SIKKWAKWA	KKWXKWXKWXW	MAXXXXXXXXX	EXAMENA: _		
ABBLER	WINDFWINEGGOOM	MWEN SHINKING AND					
	BINES XX BOI NAMES EGIZO	KON KHONK KONS	KAKAMACADA KAHAL NAK	RAPRESSEX			<u></u>
Developer.			· · · · · · · · · · · · · · · · · · ·				
The pres	mises also includes all es	states, rights, title a	nd interests, inclu	iding all easements	s, and all adv	ertising devices	and the right to erec
such des	vices as are located there	on, SELLER CONS	ENTS to any char	nge of grade of the l	nighway and	accepts payme	nt under this contrac
for any t	and all damages arising	therefrom, SELLER	ACKNOWLEDG	ES full settlement a	and payment	t from the Buyer	for all claims per the
torme of	this contract and disch	arges the Buyer fro	om liability becau	se of this contract	and the con	struction of this	public improvemen
		argos mo bayor ma	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,				
project.							
2 800000	sion of the premises is the	e essence of this co	ntract and Buyer (may enter and assu	me full use a	and enjoyment o	f the premises per the
2. POSSESS	this contract. SELLER G	DANTE Duver the i	mmediate right to	enter the premises	for the pure	ose of gathering	survey and soil data
terms or	rtnis contract. Sellen G RMAY surrender posses	INANTO DUYET ITE	ee es buildise es	improvement of a	ny nart ther	ent prior to the	time at which he ha
SELLER	I MAY surrender posses	ision of the premis	es or building or	miprovement or a	ention to do	eo by calling Bi	uver collect
hereinaf	fter agreed to do so, and	agrees to give Buy	er ten (10) days n	Office of Seller 2 min	BILLION TO GO	so by coming bu	ayer concer.
		<u>.</u>					assion of the premise
	grees to pay and SELLER		he right of possess	sion, convey title an	o to surrence	ei pilysicai possi	8331011 Of the promise
as show	n on or before the dates					Data	
	Payment Amount	Agreed Per				Date	
\$		on right of pos				······································	
\$		on conveyance		<u></u>			
\$	2.700 (10)	on surrender o		60 (dave aft	er Buyer a	noroval
\$	_ <i>2.7</i> 00.00	•	and conveyance	00_1	1977 BIL	EL DIA	
\$	<u>a700.00</u>	TOTAL LUMP					
BREAK		sq.ft.≠square	feet				•
Land by	y Fee Title	ac./sq.ft.	\$		gs & Improve <u>44</u> rods		<u> </u>
Underly	ring Fee Title	ac./sq.ft.	\$				\$
Perman	ent Easement0_	<u>71</u> ac./¥6K0X	\$	_ Fence _	rods	s barbed	\$
Tempor	rary Easement	ac./sq.ft.	\$	_			
Damage	es for						\$
4. SELLER	R WARRANTS that there	are no tenants on t	the premises hold	ing under the lease	except:		
			NON	<u> </u>			
SELLER'S SIG	GNATURE AND CLAIM/	ANT'S CERTIFICAT	FION: Upon due <mark>t</mark>	approval and execu	Hioù bà (bọ.	Buyer, we the u	indersigned claimani
certify the total	al lump sum payment sh	own herein is just a	nd unpaid.		300	<u>~]</u>	
•			J,	سسسسسسسسسسس			
	44-5		REC \$	0,00			
Xouse	VVF. Berle	<i></i>	AUD \$				}
Lowell	F. Bence					<u> </u>	
					PARED		10 5/13
	-		 _			FILED	MU. SEPTEM
X Sand	in Bence	,				BOOKZ	130 DAGET 3/3
Sandra					্ত্ৰ ইংগ্ৰহ	BUUIX	NULUCE
				. A	a 5 6 3 A T	92 AUC	: 97 - 8H H : Q f
RRL	Box 249					1 24: AU	3 6 1 WILLI. 20
Winte	rset, IA 50	273				- MICH	ELLE UTSLER
							RECORDER
						MADIS	ON COUNTY IOWA
			·				

5. Each page and each attachment is by this reference made part hereof and the entire agreement consists of 4 pages.

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

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6.	This contract shall apply to and bind the legal successors in interest of the Seller and SELLER AGREES to pay all fiens 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 lows, and agrees to warrant good and sufficient title. Names and addresses of lienholders are: Farmers & Merchants State Bank, Winterset, Iowa 50273						
	Farmers a rier chants state bank, afficient						
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 \$						
	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 lowa.						
10	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.						
SEL	LER'S ACKNOWLEDGMENT (7)						
-	TE OF IOWA: ss On this 15 day of July . 1972, before me, the undersigned,						
,	ionally appeared						
	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. SCOTT L. HENNING						
	VER'S ACKNOWLEDGMENT ATE OF IOWA: as On this 20th day of August 19 92 before me, the undersigned,						
pers	sonally appeared Bill McCuire , known to me to be a Right of Way Director of the ver 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						
	FRED CIRKSENA OLUMBIA Notary Public in and for the State of lowe						
BU	YER'S APPROVAL,						
Re	Clyde G Barnes 7-26-92 scommended by Project Agent (Dete)						
Z	AUG 2 0 1992 Right of Way Offrector (Date)						
~ A	BILL McGUIRE						

[WP4 A:BENCE]

PAGE 3

SUPPLEMENTAL AGREEMENTS

Parcel No. 42 Project No. FN-92-4(15)--21-61 Madison County Road No. IA 92

SELLER: Lowell F. Bence and Sandra K. Bence, husband and wife

- 13. Buyer agrees to construct a Type "C" entrance at Sta. 323+19, South side.
- 14. Buyer is granted a Temporary Easement for the purpose of constructing entrance as follows:

From Sta. 322+40 to Sta. 323+14+PL, a strip 90 (OR) feet wide, South 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. 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:

 NONE
- 16. It is understood and agreed that part of the lump sum payment shown on page 1 of this contracts includes consideration for loss of fruit trees.

ABBREVIATIONS:

 $\pm PL$ means plus or minus property line \overline{OR} means office relocation

IOWA DEPARTMENT OF TRANSPORTATION



ACQUISITION PLATE EXHIBIT "A"

