390

HIS AGREEMENT made and entered into this	NO. <u>22</u> TNO. <u>FN-92-4(15)-</u>	21-61		COUNTY <u>Madi</u> ROAD NO. <u>IA 9</u>	son2
Alice K. Larson. Single Harold M. Larson. Marital Trust, and Harold M. Larson. Family Trust at and lows Department of Transportation, acting for the State of lows. Buyer. SELLER AGRESS to sell and furnish to Buyer a conveyance document, no forms turnished by the Buyer, and Buyer agrees to to following reasestate, hereinstered use the permisers, situated in parts of the following (1/4.1/4.5ec_Twp.Rga.MixXVAMXXX.S.S.S.L.4.5ec_Twp.Rga.MixXVAMXXX.S.S.L.4.5ec_Twp.Rga.MixXVAMXXX.S.S.L.4.5ec_Twp.Rga.MixXVAMXXX.S.S.L.4.5ec_Twp.Rga.MixXVAMXXX.S.S.L.4.5ec_Twp.Rga.MixXVAMXXX.S.S.L.4.5ec_Twp.Rga.MixXVAMXXX.S.S.L.4.5ec_Twp.Rga.MixXVAMXXX.S.S.L.4.5ec_Twp.Rga.MixXVAMXXXX.S.L.4.5ec_Twp.Rga.MixXVAMXXXX.S.L.4.5ec_Twp.R	,1 NO. <u>-FIL 32 - 4 (1.2) -</u>				
PLANS OF THE PROPERTY OF THE STATE OF THE ST	SREEMENT made and entere	t into this 14th day of	Septemb	X .D.	19 9 2 by and between
SELLER AGREES to sell and furnish to Buyer a conveyance document, on formis) turnished by the Buyer, and Buyer agrees to be following real estate. Are instanter referred to as the premises, studed in parts of the following (1/4 1/4 Sec./Twp./Rep. NATACOMMENS. SEA. SMA. Section 28, Township 76, North, Range 27, Mest; County NATAN of Madison	Alice K. Lar	on, single son, Marital Irus	t, and Haro	ld W. Larson, Family	Trust
SELLER AGREES to sell and furnish to Buyer a conveyance document, on form(s) turnished by the Buyer, and Buyer agrees to be following real estate, hereinafter referred to as the premises, studied in parts of the following (1/4 / 4 sec.7 mp./Rge. NAXWAMANS). SEA. SM. Section 28, Township 76, North, Range 27, Mest; County MX.XIV of Madison	and Laws Department of Trans	portation, acting for the State	e of lows, Buver.		•
The premises also includes all estates, rights, title and interests, including all essemants, and all adventising devices and the right to auch devices as are located thereon. SELLER CONSTITUTE 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 the promises also includes all estates, rights, title and interests, including all essemants, and all adventising devices and the right to anuch devices as are located thereon. SELLER CONSTITS to any change of grade of the highway and accepts peyment under this contract and discharges the Buyer from liability because of this contract and the construction of this prohibit proproject. Possession of the premises is the essence of this contract and Buyer may enter and assume full use and enjoyment of the premises stems of this contract and the construction of this premises of this contract and the construction of this premises of the premises of the growing of the premises of the propose of gathering survey and so SELLER MAY surrender possession of the premises or building of improvement or any part thereof pricts to the time at the remarks are greated to do so, and agrees to give Buyer ten (10) days notice of Selter's intention to do so by calling Buyer collect theremate a premise of the general codes, and agrees to give Buyer ten (10) days notice of Selter's intention to do so by calling Buyer collect as a thoround and conveyance of title on on conveyance of the premises of the general codes on a grees to give Buyer ten (10) days notice of Selter's intention to do so by calling Buyer collect the premise of the premises of the growing of					
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RECORDER Des Moines, lowa 50309	4	CHELLE LITELER		7th & Walnut	
MADISON COUNTY-IOWA		RECORDER		<u>Des Moines, Iowa 50</u>	309
	MA	DISON 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

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: 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 \$			
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.			
ST	ATE OF IOWA: ss On this 173 hay of			
	own to me to be the identical persons named in and who executed the foregoing instrument and acknowledged that they executed the same as			
ine	BETTY L. HAZELTON MY COMMISSION EXPIRES October 6, 1992 Notan Public in and for the State of John			
ST	ATE OF IOWA: as On this 14th day of September 1992, before me, the undersigned, sonally appeared known to me to be a Right of Way Director of the yer 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 rector acknowledged the execution of said instrument, which signature appears hereon, to be the voluntary act and deed of the Buyer and by it			
vol	funtarily executed.			
ים	Notary Public Mand for the State of Iowa VICTOR A. JOHNSON			
øl	Clycle & Barne 9-26-92			
F	Recommended by. Project Agent (Date)			
Ź	Dul B J SEP 14 1992			

BILL McGUIRE

Page 2A

ACKNOWLEDGMENT FOR EXECUTOR, ADMIN	IISTRATOR, GUARDIAN, CONSERVATOR, OR TRUSTEE
STATE OF <u>FOWA</u> , COL	
On this 17th day of fundamental Andrews Public in and for the State of	hefore me, the undersigned, ate of, personally appeared, to me personally known to be oing instrument, who, being by me duly sworn, did, of, or west, or # s such fiduciary, executed the same as the (herself) and of such fiduciary.
say that he (she) is Senior	P Trof Office Norwest Bank Four, N. A
and acknowledged that he (she), as voluntary act and deed of himself	s such fiduciary, executed the same as the
VO Funtary act and deed of fillise to the second section of the second s	Betty J. Hayotton
(SEAL)	Notary Public in and for the State of Lowf
ACKNOWLEDGMENT FOR EXECUTOR, ADMI	NISTRATOR, GUARDIAN, CONSERVATOR, OR TRUSTEE
	DUNTY OF POLK, ss:
cay that ho (chex) 10 () - 1	August, A.D., 1992, before me, the undersigned, ate of, personally appeared, to me personally known to be going instrument, who, being by me duly sworn, did,
and acknowledged that he (she), a	s such fiduciary, executed the same as the (herself) and of such fiduciary.
BETTY L. HAZELTON MY COMMISSION EXPIRES October 6, 1992	Belty L. Hayellon
(SEAL)	Notary Public in and for the State of <u>Four</u>

[WP5 A:LARSON] PAGE 3

SUPPLEMENTAL AGREEMENTS

Parcel No. 22 Project No. FN-92-4(15)--21-61 Madison County Road No. IA 92

SELLER:

10. Buyer agrees to construct a Joint Type "C" entrance at Sta. 145+09+PL, both on the North side.

11. Buyer is granted a Temporary Easement for the purpose of constructing entrance as follows:

From Sta. 144+90 to Sta. 145+05+PL, a strip 130(0R) 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.

ABBREVIATIONS: $\frac{+PL}{OR}$ means plus or minus property line $\frac{+PL}{OR}$ means office relocation

112:51 11

