MOJE	EL NO		ROAD NO
	AGREEMENT made and entered into this 13th day of	October	, A.D. 19_92, by and between
HIS A			
	Josette Theresa Carroll. si	ng te	
Seller.	and Iowa Department of Transportation, acting for the Sta	ate of Iowa, Buyer.	
	SELLER GRANTS to the Buyer a temporary easement upo		nafter referred to as the premises, situated in parts of
1	the following (1/4 1/4 Sec./Twp./Rge.)HXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX	n 76 North, Range	26 West
	County MAXISHW ofMadison	, State of low	
	for the purpose ofconstructing_entrance		Occ .
	on land described as: From Sta. 605+63+PL	to Sta. 60.6+50. a	strip as feet wide. North side
	measured from the centerline of the proposed highway and includes all estates, rights, title and interests, including all located thereon, and the following buildings, improvement	easements, and all advertis	sing devices and the right to erect such devices as are
	SELLER CONSENTS to any change of grade of the high therefrom. SELLER ACKNOWLEDGES full settlement a discharges the Buyer from liability because of this contra	ind payment from the Buy	er for all claims per the terms of this contract and
2.	Possession of the premises is the essence of this contract		
3.	Buyer agrees to pay the Seller the Total Lump Sum of \$ Buyer may include mortgagees, lienholders, encumbrance	295.00 on or before	60 days after Buyer approval
4.	SELLER WARRANTS that there are no tenants on the pre	mises notating under the te	idad dacopt.
6.	It is agreed that the right of temporary easement granted by contract is recorded, the Resident Construction Engineer recording a Release of Temporary Easement. Buyer will put this contract shall apply to and bind the legal successors Names and addresses of lienholders are: NONE	er will release the said ease provide Seller with a copy o	ement rights after the project has been completed by of Release after recording.
			· · · · · · · · · · · · · · · · · · ·
	If this contract is recorded, in addition to the Total Lump required by this transaction to Seller's abstract of title. SE if title to the premises becomes an asset of any estate, trus all other costs necessary to transfer the premises to the Braupported by paid receipts or signed bills. LER'S SIGNATURE AND CLAIMANT'S CERTIFICATION:	LLER AGREES to obtain co st conservatorship or guard uyer, but not attorney fees.	ourt approval of this contract, if requested by the Buye dianship. Buyer agrees to pay court approval costs an Claims for such transfer costs shall be paid in amount
	ly the total lump sum payment shown herein is just and un		
	7	distribution	CONCERN CONCER
	Josette Theresa Carroll		THE PARTY OF THE P
_¥?	#D 1		•
	<u> </u>	• • • • • • • • • • • • • • • • • • • •	and the second s
	Prole, Iowa 50229		
_X:	Prole, Iowa 50229		FILED NO. 112
	Prole, Iowa 50229		FILED NO. 112 800K 130 PAGE 60
	77.00		
	REC \$ 10.00		800K 130 PAGE 60 92 OCT 30 AH 9: I
	REC \$ 10.00		800K 130 PAGE 60

8. Each page and each attachment is by this reference made part hereof and the entire agreement consists of _2___ pages.

- 9. 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.
- 10. 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.
- 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.

JC13.	Buyer agrees to construct a Type "C" entrance at Sta. 60 6+15, North side.
14.	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
	Buyer agrees to close existing entrance at Sta. 605+70, North side.

ABBREVIATION: +PL means plus or minus p	property line		
SELLER'S ACKNOWLEDGMENT STATE OF IOWA: ss On this day of personally appeared Josette Theresa Carrol	legus	, 19_92	_, before me, the undersigned,
known to me to be the identical persons named in and who exe	ecuted the foregoing ins	trument and acknowledged	that they executed the same as
their voluntary act and deed.		Notery Public in and to)5.6
BUYER'S ACKNOWLEDGMENT	0-4-6	02	_, before me, the undersigned.
Rill McGuire	October	known to me to be	a Right of Way Director of the
Buyer and who did say that said instrument was signed on beha Director acknowledged the execution of said instrument, whice voluntarity executed.	olf of the Buyer by its auth th signature appears her	nority duly recorded in its min reon, to be the voluntary act	husm
BUYER'S APPROVAL		VICTOR A	NOSNHOL .
Reprofumented by: Project Agent	8-12-92 (Date)		

OCT 13 1992

BILL McGUIRE