


- 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: 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 \$ 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.
- 13. 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.
- 14. It is understood and agreed the premises to be conveyed by Seller contains 0.48 acres, MORE OR LESS. The land surveyor plat, when completed, may reflect a slightly different area. The conveyance document will reflect the area indicated by the survey plat, but will not change the total lump sum as shown in this contract.
- 15. It is understood and agreed that the lump sum payment on page 1 does not include payment for owner's private waterline located at the northwest corner. The plans will be noted to not disturb the waterline which is approximately 5 feet deep.

SELLER'S ACKNOWLEDGMENT

STATE OF IOWA: ss On this 21st day of February, 1991, before me, the undersigned, personally appeared Cyrus Schoonmaker and Ann Schoonmaker

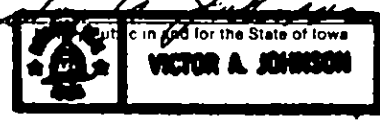
known to me to be the identical persons named in and who executed the foregoing instrument and acknowledged that they executed the same as their voluntary act and deed.

 **CLYDE C. BARNES**

Clyde C. Barnes
Notary Public in and for the State of Iowa

BUYER'S ACKNOWLEDGMENT

STATE OF IOWA: ss On this 30th day of April, 1991, 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.

Robert L. North
 **VICTOR A. JOHNSON**
Notary Public in and for the State of Iowa

BUYER'S APPROVAL

Clyde C. Barnes 4-3-91
Recommended by Project Agent (Date)

Robert L. North
Approved By Right of Way Director APR 30 1991

ROBERT L. NORTH

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: 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 \$ 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.

13. 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.

14. It is understood and agreed the premises to be conveyed by Seller contains 0.48 acres, MORE OR LESS. The land surveyor plat, when completed, may reflect a slightly different area. The conveyance document will reflect the area indicated by the survey plat, but will not change the total lump sum as shown in this contract.

15. It is understood and agreed that the lump sum payment on page 1 does not include payment for owner's private waterline located at the northwest corner. The plans will be noted to not disturb the waterline which is approximately 5 feet deep.

SELLER'S ACKNOWLEDGMENT

STATE OF IOWA: ss On this _____ day of _____, 19____, before me, the undersigned, personally appeared _____

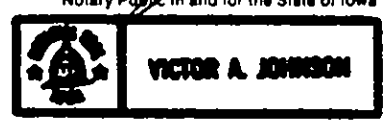
known to me to be the identical persons named in and who executed the foregoing instrument and acknowledged that they executed the same as their voluntary act and deed.

Notary Public in and for the State of Iowa

BUYER'S ACKNOWLEDGMENT

STATE OF IOWA: ss On this 30th day of April, 1991, 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



BUYER'S APPROVAL

Glede G Barnes 4-3-91
Recommended by: Project Agent (Date)

Robert L North APR 30 1991
Approved By: Right of Way Director (Date)

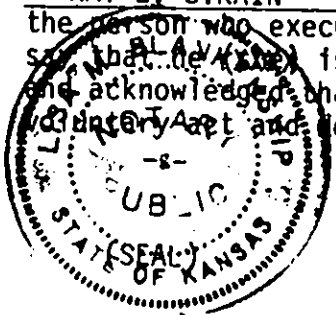
ROBERT L. NORTH

4A

ACKNOWLEDGMENT FOR EXECUTOR, ADMINISTRATOR, GUARDIAN, CONSERVATOR, OR TRUSTEE

STATE OF KANSAS, COUNTY OF Johnson, ss:

On this 25 day of March, A.D., 1991, before me, the undersigned, a Notary Public in and for the State of KANSAS, personally appeared RAY E. STRAIN, to me personally known to be the person who executed the foregoing instrument, who, being by me duly sworn, did say that he (~~she~~) is TRUSTEE of ROY STRAIN TRUST, and acknowledged that he (~~she~~), as such fiduciary, executed the same as the voluntary act and deed of himself (~~herself~~) and of such fiduciary.



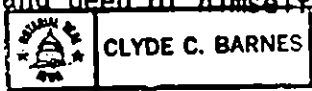
[Handwritten Signature]

Notary Public in and for the State of KANSAS
My appointment expires April 16, 1992

ACKNOWLEDGMENT FOR EXECUTOR, ADMINISTRATOR, GUARDIAN, CONSERVATOR, OR TRUSTEE

STATE OF IOWA, COUNTY OF DALLAS, ss:

On this 26th day of MARCH, A.D., 1991, before me, the undersigned, a Notary Public in and for the State of IOWA, personally appeared CRAIG E. STRAIN, to me personally known to be the person who executed the foregoing instrument, who, being by me duly sworn, did say that he (~~she~~) is trustee of ROY STRAIN TRUST, and acknowledged that he (~~she~~), as such fiduciary, executed the same as the voluntary act and deed of himself (~~herself~~) and of such fiduciary.



[Handwritten Signature]

Notary Public in and for the State of IOWA

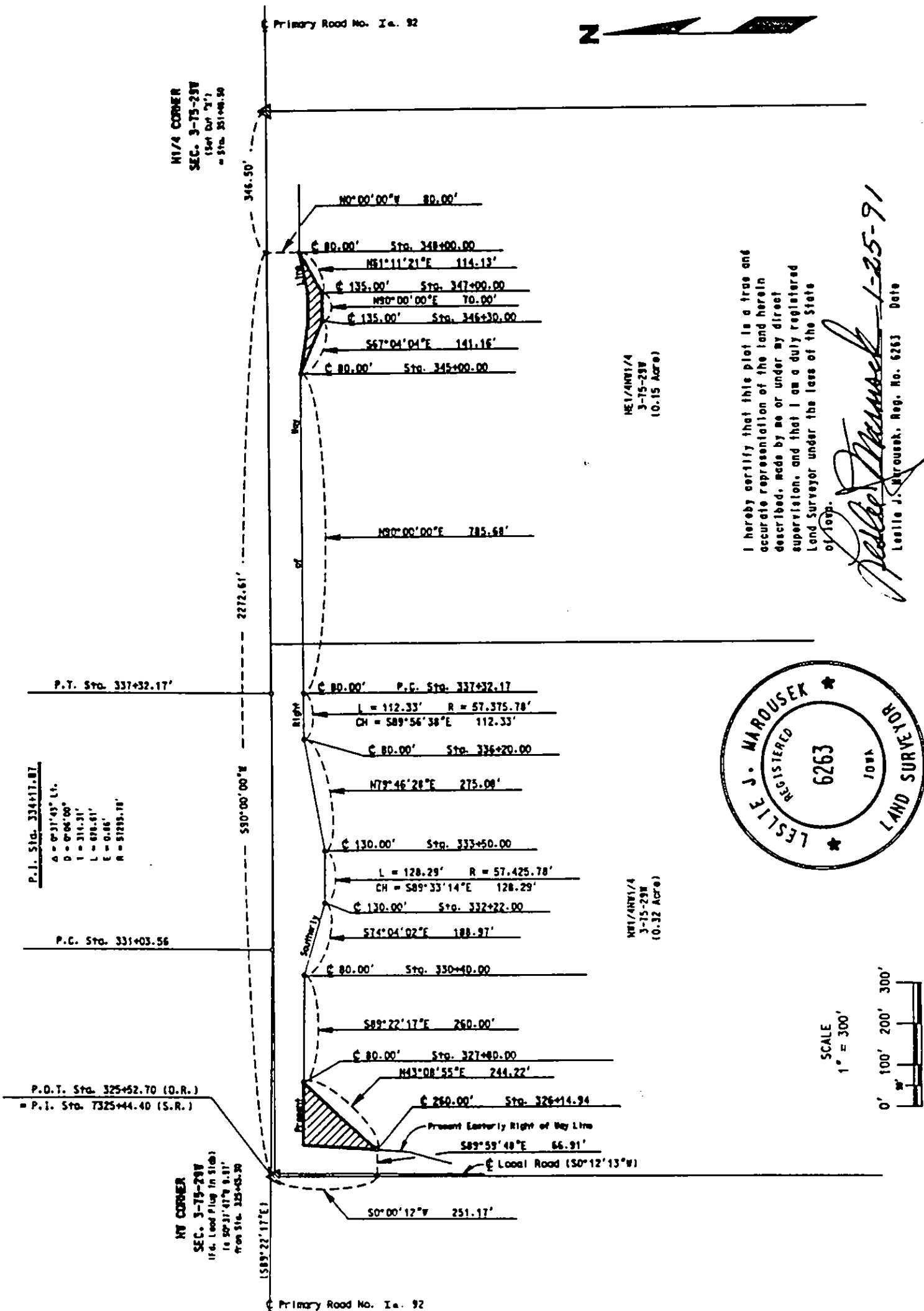
(SEAL)



IOWA DEPARTMENT OF TRANSPORTATION

ACQUISITION PLAT EXHIBIT 'A'

COUNTY MADISON STATE CONTROL NO. _____
 PROJECT NO. FN-92-4(18)-21-61 PARCEL NO. 3
 SECTION 3 TOWNSHIP 75N RANGE 29W
 ROW-FEE 0.47 AC. EASE _____ AC. EXCESS - FEE _____ AC
 ACQUIRED FROM ROY STRAIN (FEE) CYRUS and ANN SCHOONMAKER (C.P.)



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.

Leslie J. Mardusek
 Leslie J. Mardusek, Reg. No. 6263 Date 1-25-91

