ARCEL NO.				COI		·····
ROJECT NO	o. <u>FN-169-3</u>	(29)21-61		ROA	AD NO. <u>169</u>	
HIS AGREE	MENT made and en Dalto	ntered into this <u>IS</u> on E. Slater a	day of Septend Mina Jean Sla	ember ater, husband	, A.D. 19_ d and wife	89 by and between
eller, and lo	wa Department of T	ransportation, acting f	for the State of Iowa, Buy	er.		
followi	ng real estate, hereir	nafter referred to as the	conveyance document, o premises, situated in part ownship 76 Nor	ts of the following (1	/4 1/4 Sec./Twp./Rg	
•	VENEZANIAN OI	Madison			ore particularly desc	cribed on Page 3
			HOME SOME HOW HOW HE KI		×**	
XXXXXX	akkarakakaka	KAKAK KAKAKAKAKAK	enken kokk kapa kas	K&**:		
such de	evices as are located and all damages ar of this contract and	d thereon. SELLER CO	e and interests, including NSENTS to any change of ER ACKNOWLEDGES for from liability because of	of grade of the high ull settlement and p	way and accepts pay ayment from the Bu	ment under this contrac yer for all claims per the
terms	of this contract. SEL	LER GRANTS Buyer the premossession of the prem	contract and Buyer may he immediate right to ente nises or building or impl	er the premises for t rovement or any pa	he purpose of gathe art thereof prior to t	ring survey and soil data he time at which he ha
	after agreed to do so	o, and agrees to give B	suyer ten (10) days notice			
hereina		ELLER AGREES to gran	nt the right of possession,			
hereina	agrees to pay and SE wn on or before the Payment Amount	ELLER AGREES to grar dates listed below. Agreed F	nt the right of possession, Performance possession		urrender physical po	
3. Buyers as show	agrees to pay and SE wn on or before the Payment Amount	ELLER AGREES to gran dates listed below. Agreed F on right of p on conveyar on surrende	nt the right of possession, Performance possession nce of title ar of possession ion and conveyance	convey title and to s	urrender physical po	ossession of the premise
3. Buyers as shown	agrees to pay and SE wn on or before the Payment Amount  335 00  325 00  CDOWN: ac.=aci	ELLER AGREES to gran dates listed below. Agreed F on right of p on conveyar on surrende on possessi TOTAL LUN res sq.ft.=squa ac./sq.ft.	Performance possession nce of title or of possession ion and conveyance MP SUM ire feet . \$	60 days	Date  after Buyer i	approval
3. Buyers as shown as	agrees to pay and SE wn on or before the Payment Amount  335 00  CDOWN: ac.=ac. by Fee Title ying Fee Title nent Easement prary Easement	ELLER AGREES to gran dates listed below. Agreed F on right of p on conveyar on surrende on possessi TOTAL LUM res sq.ft.=squa	Performance possession nce of title er of possession ton and conveyance MP SUM tre feet . \$	60 days  Buildings &	Date after Buyer	ossession of the premise
\$ \$ s show \$ \$ \$ BREAL Land b Underl Perma Tempo Damag	agrees to pay and SE wn on or before the Payment Amount  SOUNCE ACLE ACLE ACLE ACLE ACLE ACLE ACLE AC	ELLER AGREES to grand dates listed below.  Agreed Found on right of pound on surrende on possession TOTAL LUN  res sq.ft.=squal ac./sq.ft.  ac./sq.ft. ac./sq.ft. ac./sq.ft.	Performance possession nce of title er of possession ton and conveyance MP SUM tre feet . \$	60 days  Buildings & Fence6	Date  after Buyer in the superior of the super	approval
S Buyers as shown as	agrees to pay and SE wn on or before the Payment Amount  335 00  COOWN: ac.=act by Fee Title prent Easement prary Easement prary Easement prary Easement prary Easement Easeme	ELLER AGREES to grandates listed below.  Agreed Foundation on right of poundation on conveyare on surrender on possession TOTAL LUM  res sq.ft.=square	Performance possession nce of title er of possession on and conveyance MP SUM are feet	60 days  Buildings & Fence 6 Fence winder the lease excel	Date  after Buyer of the state	approval  *
SELLER'S SI	agrees to pay and SE wn on or before the Payment Amount  335 00 335 00 CDOWN: ac.=act by Fee Title rent Easement rery Easement rery Easement res for  R WARRANTS that  GNATURE AND Cital lump sum payment  all lump sum payment	ELLER AGREES to grandates listed below.  Agreed Foundation on right of poundation on conveyare on surrender on possessing TOTAL LUM  res sq.ft.=squares ac/sq.ft.  ac/sq.ft.  ac/sq.ft.  there are no tenants on the conveyare on surrender on possessing to the conveyare on surrender on possessing to the conveyare on square on possessing to the conveyare on square on square on square on the conveyare of the conveyare of the conveyare on the conveyare of the conveyar	Performance possession nce of title er of possession on and conveyance MP SUM are feet	60 days  Buildings & Fence 6 Fence winder the lease excel	Date  Contact Da	approval  \$ \$ e undersigned claimant
SELLER'S SI	agrees to pay and SE wn on or before the Payment Amount  335 00  335 00  CDOWN: ac.=act by Fee Title rary Fee Title rary Easement rar	ELLER AGREES to grandates listed below.  Agreed Foundation on right of poundation on conveyare on surrender on possessing TOTAL LUM  res sq.ft.=squares ac/sq.ft.  ac/sq.ft.  ac/sq.ft.  there are no tenants on the conveyare on surrender on possessing to the conveyare on surrender on possessing to the conveyare on square on possessing to the conveyare on square on square on square on the conveyare of the conveyare of the conveyare on the conveyare of the conveyar	Performance possession nce of title er of possession on and conveyance MP SUM are feet	60 days  Buildings & Fence 6 Fence winder the lease excel	Date  after Buyer of the state	approval  \$  e undersigned claimant
SELLER'S SI ertify the to	agrees to pay and SE wn on or before the Payment Amount  335 00 335 00 CDOWN: ac.=act by Fee Title rent Easement rery Easement rery Easement res for  R WARRANTS that  GNATURE AND Cital lump sum payment  all lump sum payment	ELLER AGREES to grandates listed below.  Agreed Foundation on right of poundation on conveyare on surrender on possessing TOTAL LUM  res sq.ft.=squares ac/sq.ft.  ac/sq.ft.  ac/sq.ft.  there are no tenants on the conveyare on surrender on possessing to the conveyare on surrender on possessing to the conveyare on square on possessing to the conveyare on square on square on square on the conveyare of the conveyare of the conveyare on the conveyare of the conveyar	Performance possession nce of title er of possession on and conveyance MP SUM are feet	60 days  Buildings & Fence 6 Fence winder the lease excel	Date  Date  after Buyer in the superior of the	approval  ss  e undersigned claimant
SELLER'S SI ertify the to	agrees to pay and SE wn on or before the Payment Amount  335 00  KDOWN: ac.=acr by Fee Title	ELLER AGREES to grand dates listed below.  Agreed Found on right of ponconveyare on surrender on possessing the second of the se	Performance possession nce of title er of possession on and conveyance MP SUM are feet	60 days  Buildings & Fence 6 Fence winder the lease excel	Date  Date  after Buyer in the Buyer in the Buyer in the Buyer, we the Buyer, we the Buyer, we the Buyer in t	approval  s s s s s s s s s s s s s s s s s s s
SELLER'S SI Part of the total o	agrees to pay and SE wn on or before the Payment Amount  335 00  KDOWN: ac.=acr by Fee Title	ELLER AGREES to grandates listed below.  Agreed Four on right of pon conveyare on surrender on possession TOTAL LUMBERS of the section of the	Performance possession nce of title er of possession on and conveyance MP SUM are feet	60 days  Buildings & Fence 6 Fence winder the lease excel	Date  Date  after Buyer  Improvements  rods woven  rods barbed  by the Buyer, we th  COLLIDATER  BOOK	approval  s s s s s s s s s s s s s s s s s s s
3. Buyer as shown as	agrees to pay and SE wn on or before the Payment Amount  335 00  KDOWN: ac.=acr by Fee Title	ELLER AGREES to grandates listed below.  Agreed Four on right of pon conveyare on surrender on possession TOTAL LUMBERS of the section of the	Performance possession nce of title er of possession on and conveyance MP SUM are feet	60 days  Buildings & Fence 6 Fence winder the lease excel	Date  Date  after Buyer  Improvements  rods woven  rods barbed  by the Buyer, we the  COLLEGE  BOOK	special specia
3. Buyers as shown as	agrees to pay and SE wn on or before the Payment Amount  335 00  KDOWN: ac.=acr by Fee Title	ELLER AGREES to grandates listed below.  Agreed Four on right of pon conveyare on surrender on possession TOTAL LUMBERS of the section of the	Performance possession nce of title er of possession on and conveyance MP SUM are feet	60 days  Buildings & Fence 6 Fence winder the lease excel	Date  Date  after Buyer in the Buyer in the Buyer in the Buyer in the Buyer, we the Buyer, we the Buyer in th	e undersigned claimant  10 NO.  121 PAGE 479

	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:
	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 \$ 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 lowa Department of Transportation.  Office of Right of Way, Ames, lowa 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.
	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 tence, the fence shall be constructed and maintained for vehicle access control purposes drived to expense to the Seller's Buyer shall have the right of entry upon Seller's remaining property along the right of way line. It 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.
11	0. 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.
.1;	1. 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.
	2, 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.
14.	Buyer is granted a Temporary Easement to construct entrances as follows: From STA 105+65 to STA 106+40, a distance of 135 feet as measured from the office relocated centerline of proposed highway*as shown on the plans. Said*temporary easement shall terminate upon completion of this highway construction project.
15.	Seller states and warrants that there is no well, solid waste disposal site, hazardous waste. nor underground storage tanks on the premises.
ST	FILER'S ACKNOWLEDGMENT  FATE OF IOWA: ss On this 16th day of August 1989, before me, the undersigned, personally appeared, Dalton E. Slater and Mina Jean Slater
	nown to me to 18 ger tical persons named in and who executed the foregoing instrument and acknowledged that they executed the same as eir voluntary acreate deed.
uni	5 Now & Mullin
BU	Notary Public in and for the State of Iowa  James D. Madden
	FATE OF TOWA; So On this 1st day ofSeptember, 19_89, before me, the undersigned, regionally appearedRobert L. North, known to me to be a Right of Way Director of the
Bi Di	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 fundarily executed.
s 2 .	DONALD D. SHIRLEY  Notary Public in and for the State of lowa
Bl	DONALD D. SHIRLEY
_	Recompleded by Project Agent (Date)
	SEP 0 1 1989 Approved By: Right of Way Director (Date)
	ROBERT L. NORTH

## IOWA DEPARTMENT OF TRANSPORTATION

## Page 3

## RIGHT OF WAY PLAT EXHIBIT "A"

COUNTY	MADISON	<del> </del>	STATE CONTRO	DL NO. 61-110	0
PROJECT NO.	FN-169-3(29)21-	61	PARCEL NO	17	
SECTION			N RAN	NGE ZIW	
	AC, E/	SE	AC, EXC	CESS - FEE	AC
	Relocated Primary Road No. U.S. 169			LE J. MAROU	
NW Corner c.19-76-27 (Set) 189°(1'26"W 76.82" m Stg.113+49.33	/			6263	*
				SURVEY	7
N A	(Sec. Line Sta. 113 + 49.3	(3)	<del></del>		
3.7	T. Sta. 111 + 34.28	·	P.1. Sta. 1( &= 18°13'14" Rt.	Δc= 11°13'14" Rt.	
C.S.	Sta. 109 + 34.28		Øs= 3° 30' 0" Ts= 362.66'	0 = 3° 30'0" T = 160.81'	
	34.28		Le= 200.00' LT= 135.36'	L = 320.59'	
% (RT	L. Sta. (07 + 90.49)		ST= 66.69°	E = 7.88° R = 1637.02°	
	2. 516. 107 1 90.491		•	•	
	1	NW Frt 1/4 1			
3,23,51, 1,00,03,51, 1,00,03,51,	/	Sec. 19 - 76			<u></u>
8.C. St	a. 106 + 13.69	(0.04 Acre	e )		
	T.8. 81a. 104 + 13.69				
	889°56'33"W 50.00'		•		
	£105.72' \$10. 103 + 50.00				
	N40°30'42"W 31.57'	,			
	£125.00' 8ta. 103 + 25.00				
	N2°52'47"W 69.39'				
	£125.00' 810. 102+55.61			•	
	P.L. Sta. 102 + 61.41)				
1 1	N89º 46'33"E 73.90'				
Egaterly	100 40 00 £ 10.00				
1		• • -			
Pr -					
-	(1/4 1/4 Sec. Line Stq. 100 + 10.	58 )	<del></del>		
			I hereby	certify that this plat is	a true and
11			accurate described	representation of the li	and herein
WI/4 Corner	v		Supervisio	on, and that I am a daily vayor under the least o	recision of
c. 19 - 76 - 27	-11		of loye	2.10	/)
N89°17'03"W 26.41	4	o '1	00 200 Tul	6 Merus 6	2.3
rom Sta. 86, 84.54			Tallo 1 A	Margaret, Reg. No. 62	61 Date
	oted Primary Road U.S. 169			V	
DATE DRAWN		SCAIF (" E	200'		