



PARCEL NO. 7
PROJECT NO. FN-169-3(29)--21-61

COUNTY Madison
ROAD NO. 169

THIS AGREEMENT made and entered into this 2nd day of October, A.D. 19 89, by and between Mark Brittain and Christy A. Brittain, his wife

Seller, and Iowa Department of Transportation, acting for the State of Iowa, Buyer.

1. SELLER GRANTS to the Buyer a temporary easement upon Seller's real estate, hereinafter referred to as the premises, situated in parts of the following (1/4 1/4 Sec./Twp./Rge.) or (Lot/Blk. Subdiv.): SW-NW1, Section 30, Township 76 North, Range 27 West
County ~~(XXX)~~ of Madison, State of Iowa, ~~XXXXXXXXXXXXXXXXXXXX~~
for the purpose of constructing a Joint Type "C" entrance at STA 41+65+ PL, east side

on land described as: 41+65+ PL to STA 42+44, a distance of 190 feet, east side

measured from the centerline of the proposed highway and as shown on the project plans for said highway improvement. The premises also includes all estates, rights, title and interests, including all easements, and all advertising devices and the right to erect such devices as are located thereon, and the following buildings, improvements and other property: _____

SELLER CONSENTS to any change of grade of the highway and accepts payment under this contract for any and all damages arising therefrom. SELLER ACKNOWLEDGES full settlement and payment from the Buyer for all claims per the terms of this contract and discharges the Buyer from liability because of this contract and the construction of this public improvement project.

- 2. Possession of the premises is the essence of this contract and SELLER GRANTS Buyer immediate possession of the premises.
- 3. Buyer agrees to pay the Seller the Total Lump Sum of \$ 150.00 on or before 60 days after buyer approval. Buyer may include mortgagees, lienholders, encumbrancers and taxing authorities as payees on warrants as contract payment.
- 4. SELLER WARRANTS that there are no tenants on the premises holding under the lease except: None
- 5. It is agreed that the right of temporary easement granted by this contract shall terminate upon the completion of this highway project. If this contract is recorded, the Resident Construction Engineer will release the said easement rights after the project has been completed by recording a Release of Temporary Easement. Buyer will provide Seller with a copy of Release after recording.
- 6. This contract shall apply to and bind the legal successors in interest of the Seller and SELLER AGREES to warrant good and sufficient title. Names and addresses of lienholders are: not applicable
- 7. If this contract is recorded, 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. 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.

SELLER'S SIGNATURE AND CLAIMANT'S CERTIFICATION: Upon due approval and execution by the Buyer, we the undersigned claimants certify the total lump sum payment shown herein is just and unpaid.

x Mark Brittain
Mark Brittain

Winterset, Iowa 50273

x Christy A. Brittain
Christy A. Brittain

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BOOK 121 PAGE 484

89 OCT 10 AM 9:32

IND.
REC.
PAGE

MARY E. WELTY
RECORDER
MADISON COUNTY, IOWA

Fee \$10.00

8. Each page and each attachment is by this reference made part hereof and the entire agreement consists of 2 pages.

26-8-9-2011

- 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.
13. All entrances not allowed in this contract will be eliminated.

ABBREVIATION: ±PL means plus or minus property line

PERSONAL ACKNOWLEDGMENT - ANY STATE

STATE OF Iowa, COUNTY OF Madison, ss.

On this 7th day of September A.D. 19 89, before me, the undersigned, a Notary Public in and for the State of Iowa personally appeared Christy A. Brittain to me known to be the person named in and who executed the foregoing instrument, and acknowledged that she executed the same as her voluntary act and deed.



James D. Madden
James D. Madden

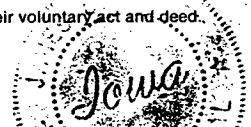
Notary Public in and for the State of Iowa

My Commission expires September 15, 1991

SELLER'S ACKNOWLEDGMENT

STATE OF IOWA: ss On this 17th day of August, 19 89, before me, the undersigned, personally appeared Mark Brittain

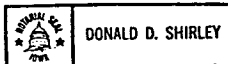
known to me to be the identical persons named in and who executed the foregoing instrument and acknowledged that they executed the same as their voluntary act and deed.



James D. Madden
Notary Public in and for the State of Iowa
James D. Madden

BUYER'S ACKNOWLEDGMENT

STATE OF IOWA: ss On this 2nd day of October, 19 89, 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.



Donald D. Shirley
Notary Public in and for the State of Iowa
DONALD D. SHIRLEY

BUYER'S APPROVAL

James D. Madden Sep. 8, 1989
Recommended by: Project Agent (Date)

Robert L. North OCT 02 1989
Approved By: Right of Way Director (Date)

ROBERT L. NORTH

DEED RECORD 121