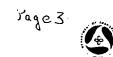
RCEL NO. 21			COUN		ladi son	
OJECT NO. FN-169-3(29)21-61			ROAD	3	J.S. 169	
IS AGREEMENT made and entered into this 3	1st day of	Cotober		, A.D. 19_	89_by ar	d betweer
			, -			
Rose E. Moorhead, sin	ngle					
iler, and Iowa Department of Transportation, act	ing for the State of I	owa, Buyer.				
SELLER AGREES to sell and furnish to Buye	or a convoyance dos	umont on for	n/e\ furniched h	u the Buyer and	l Buyor sores	to him th
following real estate, hereinafter referred to as	s the premises, situat	ed in parts of th	e following (1/4	1/4 Sec./Twp./R		
SWł NWł Section 18, 7	Township 76 No	orth, Ran	ge 27 West			<u> </u>
County My Sum of Madison		State	flows and more	e particularly des	aribad an Bas	s 3 8
County (XXXXX) of	nprovements and ott					
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The premises also includes all estates, rights	s, title and interests, i	including all ea	sements, and al	l advertising dev	rices and the ri	ght to erec
such devices as are located thereon. SELLER	· · · · · · · · · · · · · · · · · · ·				•	
for any and all damages arising therefrom. S					•	•
terms of this contract and discharges the Be	uyer from liability be	ecause of this	contract and the	construction of	f this public in	nprovemer
project.						
2. Possession of the premises is the essence of	this contract and Ru	ıver may enter	and assume full	use and enjoyme	ant of the prem	ices nor th
terms of this contract SELLER GRANTS Rus			premises for the			4.5
terms of this contract. SELLER GRANTS Buy				thereof prior to		hich ha he
SELLER MAY surrender possession of the	premises or building	g or improven	ent or any part			
	premises or building	g or improven	ent or any part			
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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 lows, 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.
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.	
10.	These premises are being acquired for public purposes and this transfer is exempt from the requirements for the filling 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, except: $NoNE$
	The state of the s
STA	TE OF IOWA: ss On this day of Rose E. Moorhead 1989 before me, the undersigned,
	wn to me to be the identical persons named in and who executed the foregoing instrument and acknowledged that they executed the same as
	WAYNE A. STROVERS Lagel allowers Notary Public in and for the State of lowa
STA pers Buye Dire	ER'S ACKNOWLEDGMENT TE OF IOWA: ss On this 31st day of 0ctober 19.89, before me, the undersigned, onally appeared 8111 McGuire, known to me to be a Right of Way Director of the er 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 ctor acknowledged the execution of said instrument, which signature appears hereon, to be the voluntary act and deed of the Buyer and by it intarily executed.
VOIG	DONALD D. SHIRLEY DONALD D. SHIRLEY Notary Public in and for the State of lowa
BUY	VER'S APPROVAL DONALD D. SHIRLEY
Free	Commended by: Project Agent (Date)
#	Bulho of a OCT 31 1989
∠ AD	BILL McGUIRE (Date)

IOWA DEPARTMENT OF TRANSPORTATION





RIGHT OF WAY PLAT EXHIBIT "A"

COUNTY	MADISON		STAT	E CONTROL NO.	61-1100
PROJECT NO.	FN-169-3(29)	21-61	р	ARCEL NO.	21
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W1/4 Corner Sec. 18 - 76 - 27	N89°08'26"W (29	.63'		I hereby certify (hat this plat is a true and
(Found)					ntation of the land herein by me or under my direct
N89°08'26"W 44.55'				supervision, and	hat I am a duly registered
from Sta. 139+97.31				Land Serveyor a of lower	nder the laws of the State
	oted Primary Road			La Ca	
	U.S. 169		0 100 200	//	Muse 2-7-87
· ·				- resite T Merons	k, Reg. No. 6263 Date
DATE DE			1" = 200'	~1	
DATE DRAWN		SCALE	1 - 200		

Form 634-020

lowa Department of Transportation DESCRIPTION OF PREMISES

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From Sta.	to Sta	a strip	ft. wide _	side,
From Sta.	to Sta	a strip	ft. wide _	side,
From Sta	to Sta	a strip	ft. wide _	side.