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BOOK 121 PAGE 704 89 DEC 18 AHII: [1

MARY E. WELTY RECORDER MADISON COUNTY, 10WA

Fee \$20.00

RCEL NO. 28			COUNTY		son
DJECT NO. FN-169-3(2	9)21-61		ROAD NO.	<u> </u>	169
S AGREEMENT made and en	tered into this 2 H di	ay of <u>Decemb</u>	ner-	, A.D. 19 89	, by and between
Kenneth O.	Payne and Enoli	ia A. Payne, hu	sband and wife		
ler, and Iowa Department of To	ransportation, acting for	the State of Iowa, Buye	r.		,
	nafter referred to as the pre . SE-NE者。Secti	emises, situated in parts	of the following (1/4 1/4 S Section 12: Town	ec./Twp./Rge.)X ship 76 No	KKKKKKKKKKKKKKKK
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Kenneth O. Payne

RR 2, Box 33 Winterset, IA 50273

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

to the Total Lump Sum. Buyer agrees to pay \$ 10.00		Code of lows, and agrees to warrant good and sufficient title. Names and addresses of lienholders are: Farmers Home Administration, Des Moines, IA 50309
to the Total Lump Sum, Buyer agrees to pay \$ 9.0.00 In this case to adding title documents rec by this transaction of Seller's Division of Seller's Division of Seller's Seller's Division of Seller's Division of Seller's Division of Seller's Division of Seller's Seller's Division of Seller's Seller's Division of Seller's Seller's Division of Seller's Seller's Seller's Division of Seller's Seller's Division of Seller's Seller's Division of Seller's Divi		
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LER'S ACKNOWLEDGMENT ATE OF IOWA: SS On this Meny of Dearmed to Select and	3.	Buyer agrees that any drain tile which are located within the premises and are damaged by highway construction shall be repaired at nexpense 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 alor 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 livestoce.
Euger hereby gives notice of Seller's five-year right to renegotiate construction or maintenance damages not apparent at the time signing of this contract as required by Section 472 52 of the Code of towa. This written contract constitutes the entire agreement between Buyer and Seller and there is no agreement to do or not to do any act o except as specifically provided for herein. LER'S ACKNOWLEDGMENT ATE OF IOWA: so On this Kenneth 0. Payne and Enolia A. Payne with to me to be the identical persons named in and who executed the foregoing instrument and acknowledged that they executed the ser voluntary act and deed. ORMAN T. F.O. ORMAN T. F.O. Payne and Foregoing instrument and acknowledged that they executed the ser voluntary act and deed. PAPES ACKNOWLEDGMENT ATE OF IOWA: so On this 12th day of Robert L. North, known to me to be a Right of Way Director errand who did say that said instrument was signed on behalf of the Buyer bytis suthority duly recorded in its minutes, and the said right executed. DONALD D. SHIRLEY WER'S APPROVAL WER'S APPROVAL	₹.	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 and will accept title solely from that survivor, provided the joint tenancy and will accept title solely from that survivor, provided the joint tenancy and will accept title solely from that survivor in the survivor in the solely from the survivor in the survivor in the solely from the survivor in the
Signing of this contract as required by Section 472.52 of the Code of Iowa. This written contract constitutes the entire agreement between Buyer and Seller and there is no agreement to do or not to do any act of except as specifically provided for herein. The OF IOWA: so On this Kenneth O. Payne and Enolia A. Payne before me, the understanding papeared with the sonalty appeared who to be the identical persons named in and who executed the foregoing instrument and acknowledged that they executed the sale is voluntary act and deed. ORMAN T. F.O. ORMAN T. F.O. ORMAN T. F.O. Page before me, the understanding page to the foregoing instrument and acknowledged that they executed the sale is voluntary act and deed. YER'S ACKNOWLEDGMENT TE OF IOWA: so On this 12th day of Robert L. North known to me to be a Right of Way Director exert 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 exert exert 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 exert exert and who did say that said instrument, which signature appears hereon, to be the voluntary act and deed of the Buyer an untarity executed. DONALD D. SHIRLEY Page 18 ACKNOWLEDGMENT Those Page 28 ACKNOWLEDGMENT The Company of the said instrument was signed on behalf of the Buyer by its authority duly recorded in its minutes, and the said Right executed. DONALD D. SHIRLEY		These premises are being acquired for public purposes and this transfer is exempt from the requirements for the filing of a Declaration Value by Section 428A.1 of the Code of Iowa.
LLER'S ACKNOWLEDGMENT ATE OF IOWA: so On this 12th day of Kenneth O. Payne and Enolia A. Payne ORMAN T. F.O. December 19.89 before me, the undersity of the State of lowal payor of the State of low	i.	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.
LLER'S ACKNOWLEDGMENT ATE OF IOWA: ss On this Aday of November 1989, before me, the understand sonally appeared Kenneth 0. Payne and Enolia A. Payne The two to me to be the identical persons named in and who executed the foregoing instrument and acknowledged that they executed the sair voluntary act and deed. YER'S ACKNOWLEDGMENT ATE OF IOWA: ss On this 12th day of Robert L. North known to me to be a Right of Way Director rer 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 cator acknowledged the execution of said instrument, which signature appears hereon, to be the voluntary act and deed of the Buyer an untarity executed. DONALD D. SHIRLEY WER'S APPROVAL The two forms and the said of the State of Idea DONALD D. SHIRLEY DONALD D. SHIRLEY WER'S APPROVAL	<u>)</u>	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 decease the specifically provided for herein.
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ROBERT L. NORTH

DEED RECORD 121

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SUPPLEMENTAL AGREEMENTS

Parcel No. 28

Project No. FN-169-3(29)--21-61

Madison County U.S. 169

SELLER:

Kenneth O. Payne and Enolia A. Payne, husband and wife

- 13. Buyer agrees to construct a Type "C" entrance at Sta. 224+96, Sta. 235+90, and Sta. 238+50, and a Joint Type "C" entrance at Sta. 263+09.9+PL, all West side. All entrances not allowed in this contract will be eliminated.
- 14. It is understood and agreed that the entrance at Sta. 222+02, West side, will be closed.
- 15. Buyer is granted a Temporary Easement to construct entrances as follows:

From Sta. 224+20 to Sta. 225+35, a distance of 210 feet, West side;

From Sta. 234+46.12 (CS) to Sta. 236+21.12 (ST), a distance of 170 to 150 feet, West side;

From Sta. 239+00 to Sta. 240+50, a distance of 165 to 145 feet, West side;

From Sta. 262+70 to Sta. 263+10+PL, a distance of 150 feet, West side;

as measured from the centerline of the proposed highway, as shown on the project plans.

Said Temporary Easement shall terminate upon completion of this highway construction project.

16. 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.

DESCRIPTION OF PREMISES

Parcel No. 28

Project No. FN-169-3(29)--21-61

Madison County

U.S. 169

SELLER:

Kenneth O. Payne and Enolia A. Payne, husband and wife

From Sta.	To Sta.	Strip Width in Feet	Side'
218+00	221+58.62 SC	120 <u>+</u> ExR/W to 120	West
221+58.62 SC	232+00	120	West
232+00	234+46.12 CS	120 to 90	West
234+46.12 CS	236+21.12 ST	90 to 90	West
236+21.12 ST~	240+09.38 PC	90	West
240+09.38 PC	242+25	90 to 95	West
242+25	243+50	95 to 80	West
243+50	245+50	80 to 130	West
245+50	248+88.82 PT	130 to 100	West
248+88.82 PT	263+10 <u>+</u> PL	100	West

as measured from centerline of proposed highway as shown on plans for said highway.

ABBREVIATIONS:

SC means point of spiral and curve

CS means curve to spiral

ST means point of spiral and tangent

PC means point of curve

PT means point of tangent

<u>+</u>PL means plus or minus property line

+ExR/W means plus or minus existing right of way