OJECT NO. 10 DJECT NO. FN-169-3(29)21-61		COUNTY Madison ROAD NO. 169				
S AGREEMENT made and entered into this 44h	. day of	ovember	, A.D. 19, by and b	etweer		
nn V. Cline and Patricia R. Clin	e, his wife					
r, and lowa Department of Transportation, acting fo	or the State of Iowa	a, Buyer.				
SELLER AGREES to sell and furnish to Buyer a confoliowing real estate, hereinafter referred to as the NET NET, Section 25, Twonship 7	oremises, situated i	n parts of the following				
County (or Madison and which include the following buildings, Improv	rements and other	, State of lowa, and property:	more particularly described on Page _	3		
SEKKEKAKSO ASABES TOOSOAYEVAAAKSO	¥& /&&&&	#} ** } <u>****</u>	XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX			
жжафилу жигчаватину жүжингий түүк түк түрүү		XXXXXXXXX				
The premises also includes all estates, rights, title such devices as are located thereon. SELLER CON for any and all damages arising therefrom. SELLE terms of this contract and discharges the Buyer to project.	SENTS to any cha R ACKNOWLEDG	ange of grade of the hig SES full settlement and	hway and accepts payment under this of payment from the Buyer for all claims	contrac per the		
Possession of the premises is the essence of this c terms of this contract. SELLER GRANTS Buyer the SELLER MAY surrender possession of the prem hereinafter agreed to do so, and agrees to give Bu	e immediate right to ises or building or uyer ten (10) days r	o enter the premises for r improvement or any notice of Seller's intent	r the purpose of gathering survey and s part thereof prior to the time at which ion to do so by calling Buyer collect.	oil data n he has		
-	erformance	ssion, convey title and to	Date	remise		
\$ on right of po						
\$ on surrender \$ <u>5,900,00</u> on possession		60 days	after Buyer approval			
\$ 5,900.00 TOTAL LUM						
BREAKDOWN: ac.=acres sq.ft.=square Land by Fee Titleac./sq.ft.	e reet \$	Buildings &	& Improvements \$			
Underlying Fee Titleac./sq.ft.	\$		rods woven \$			
Permanent Easement3.60ac./s\xxx	x \$	Fence	rods barbed \$			
Temporary Easement ac./sq.ft. Damages for	\$		* * * * * * * * * * * * * * * * * * *			
SELLER WARRANTS that there are no tenants or	1 the premises hold	ding under the lease ex	ccept: None			
LER'S SIGNATURE AND CLAIMANT'S CERTIFICATIVE the total lump sum payment shown herein is just a company of the c	•	approval and executio	n by the Buyer, we the undersigned cl	laimant		
Winterset, IA 50273	 .	·	and the same of th			
Patricial (this		Col	FILED NO. 1134	1		
Patricia R. Cline			BOOK121 PAGE	652		
DONALD D. SHIRE			89 NOV 28 AM II:	18		
			MARY E. WELT RECORDER MADISON COUNTY, IC Fee \$15.00	Ì		
5. Each page and each attachment is by this referen	ාදු nce made part here	eof and the entire agree	ement consists of 3 pages.	ND		

H1770H 1 1184

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:
	Union State Bank, 201 W. Court, Winterset, IA 50273
	Control of the contro
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 lowa 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 fivestock.
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.
3.	Seller states and warrants that there is no well, solid waste disposal site, hazardou substances, nor underground storage tanks on the premises described and sought herein.
4.	Buyer agrees to construct type "C" entrances at Sta. $48+63$ and Sta. $58+50$, both wes side.
5.	The lump sum payment on page 1 of this contract includes compensation for cost to cur of a 4x8 foot sign located 57 feet west of Sta. 57 + 73 \pm
	en de la companya del companya de la companya del companya de la c
TAT	ER'S ACKNOWLEDGMENT The day of October 1989, before me, the undersigned, nally appeared Glenn V. Cline Patricia R. Cline
	n to me to be the identical persons named in and who executed the foregoing instrument and acknowledged that they executed the same as
eir	wayne a strovers
	Notary Public in and for the State of Iowa
	ER'S ACKNOWLEDGMENT E OF IOWA: ss On this 14th day of November 19 89 before me, the undersigned
erso	inally appeared Robert L. North, known to me to be a Right of Way Director of the rand 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
irec	tor acknowledged the execution of said instrument, which signature appears hereon, to be the voluntary act and deed of the Buyer and by it tarily executed.
	DONALD D. SHIRLEY Some Donald D. SHIRLEY Notary Public in and for the State of low
UYE	DONALD D. SHIRLEY
Reco	mmended by: Project Agent (Dale)
Appr	NOV 1 4 1989 Oved By: Flight of Way Director (Date)

ROBERT L. NORTH

IOWA DEPARTMENT OF TRANSPORTATION P_{aqe} 3



RIGHT OF WAY PLAT EXHIBIT "A"

	MADISON FN - 169 - 3 (29)	21. 61	ST A	TE CONTROL NO	10
KUJECI NO.			76 N	PARCEL NO.	28 W
ECTION		TOWNSHIP	3.60	RANGE — AC, EXCESS • F	
			NN V. CLINE	AC, EXCESS - F	EE
	ASSESSMENT OF THE PARTY OF THE	M.			
•	S JOSTER	OCCUPANT !			Relocated Primary Road
•	6263				No. U.S. 169
NW Corner		* *#			Corner . 25–76–28
NE 1/4 NE 1/4 Sec. 25 – 76 – 21	3 S TOWA				(Found)
(Found)	SURVE	389	163.3	is 589° Sta.	945' 40"E 3.21' froi 60 + 28.60
	Winner.				_
		\$ta. 60 (P.L. Sta. 60	+ 22.63 £ 160.00	KIII	/
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		(3.00 ACTES)		1///2	
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		Sta	49 + 00.00		
				£85.00'	
				/ 133	
		-	N2°22'33"E	187.54'	
		<u>.</u>	•		1 1/
			47 + 12.46	£88.00'	 _ k'
,		(r.L. 510.	7 (T 17.00)	~	1-
I hereby certify that t	his plat is a true and				
accurate representation	on of the land herein	N	89° 51' 05" W 12	2.71	P.T. Sta. 45+ 54.11
supervision, and that I	am a duly registered				514. 45+ 54.11
Land Surveyor under	the laws of the State				
La Vota	//	_		•	Retocated
Jesho Marsi	Nell 2-6-8	7	0 100	200	Primary Road No. U.S. 169
Leslie J. Marousek, Re	g. No. 6263 Date			≓ '	
	•				
DATE DRAWN		SCALE	l"= 200'		