



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: NONE

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 Iowa 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.

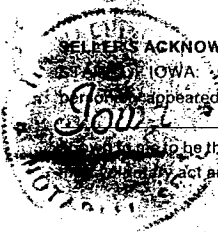
8. Buyer agrees that any drain tile which are located within the premises and are damaged by highway construction shall be repaired at no expense to Seller. Where Buyer specifically agrees to construct and maintain fence, the fence shall be constructed and maintained for vehicle access control purposes 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 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.

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.



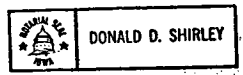
SELLER'S ACKNOWLEDGMENT

STATE OF IOWA: ss On this 20 day of October, 19 89, before me, the undersigned, personally appeared Phillip Corkran and Max Newbury who acknowledged 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.

Tim Waddingham  
Notary Public in and for the State of Iowa

BUYER'S ACKNOWLEDGMENT

STATE OF IOWA: ss On this 29th day of November, 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

BUYER'S APPROVAL

Ormon T. Ponce 10-25-89  
Recommended by: Project Agent (Date)

Robert L. North NOV 29 1989  
Approved by: Right of Way Director (Date)

ROBERT L. NORTH



## SUPPLEMENTAL AGREEMENTS

Parcel No. 11  
 Project No. FN-169-3(29)--21-61

Madison County  
 U.S. 169

SELLER: Madison County

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.
14. Buyer agrees to construct a Type "C" entrance at Sta. 67+36 and Type "B" entrances at Sta. 76+76 and Sta. 79+14, West side.
15. Included in the total lump sum shown on Page 1 of this contract is payment for cost to cure a 4'x5' sign board, flag pole, and planter.
16. Buyer is granted a Temporary Easement on Seller's property for the purpose of constructing entrances and temporary accessway:
  - From Sta. 78+75 to Sta. 80+00, a strip 140 feet wide, West side
  - From Sta. 80+00 to Sta. 84+00, a strip 140-160 feet wide, West side
  - From Sta. 84+00 to Sta. 2084+50 (SR), a strip 160-40+ExR/W feet wide, West and South side

as measured from centerline of subject highway as shown on plans for this highway project.

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

Said Temporary Easement to be restored and seeded by Buyer.

## ABBREVIATIONS:

+PL means plus or minus property line  
 +ExR/W means plus or minus existing right of way  
 SR means side road

Resolution No. \_\_\_\_\_

COUNTY POLITICAL SUBDIVISION  
CERTIFICATION OF RESOLUTIONS  
SALE OF REAL PROPERTY AND  
DELIVERY OF CONVEYANCE

Parcel No. 11 County Madison

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

I, the undersigned, Paul Spica Deputy, County Auditor of Madison County, Iowa, a political subdivision duly organized and existing under the laws of the State of Iowa, DO HEREBY CERTIFY that notice of a pending sale of real estate has been published at least once, not less than four or more than twenty days before the date of the hearing in a newspaper published at least once weekly and having general circulation in Madison County, Iowa, in accordance with Section 331.361(2), Code of Iowa, that a public hearing has been held and the following is a true and exact transcript of certain resolutions duly adopted by the members of the Board of Supervisors on the 20th day of October, 1989, by the call of yeas and nays recorded below and these resolutions are now in full force and effect:

RESOLVED, that this political subdivision be and it is hereby authorized to sell, grant and convey to the State of Iowa for the purchase price of \$ 4,275.00 and other certain benefits, terms and conditions as set forth in the contract signed by Phillip Corkrean, <sup>Chairman</sup> dated October 20, 1989, relating to Madison County Project No. FN-169-3(29)--21-61, Parcel No. 11, and more particularly described in the plats designated Exhibit "A" attached hereto and by reference made a part hereof: and

RESOLVED FURTHER, that Phillip Corkrean and Max Newbury have been empowered and directed to execute and deliver in the name of this political subdivision, the Contract and Deed and any other instruments of title required by law or which may, in the judgment of such officer(s), be necessary or desirable to effectuate the sale, grant and conveyance of the property.

RESOLVED FURTHER, that Phillip Corkrean, Chairman of Board is hereby directed to deliver this Contract and Deed to the Highway Division of the Department of Transportation Closing Agent in exchange for the consideration of \$ 4,275.00 and other valuable considerations hereby accepted and approved by this political subdivision.

Members of the Board of Supervisors

Yeas	Nays	Absent or Not Voting
<u>Phillip Corkrean</u>	_____	_____
<u>Bob Lerman</u>	_____	_____
<u>Max Newbury</u>	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

IN WITNESS WHEREOF, I have hereunto subscribed my name at Winterset, Iowa, this 20th day of October, 1989.

Paul Spica  
Deputy County Auditor

(SEAL)

State of Iowa }  
County of Madison } ss

Subscribed and sworn to before me this 20 day of October, 1989.

Tim Waddingham  
Notary Public in and for the State of Iowa

IOWA DEPARTMENT OF TRANSPORTATION



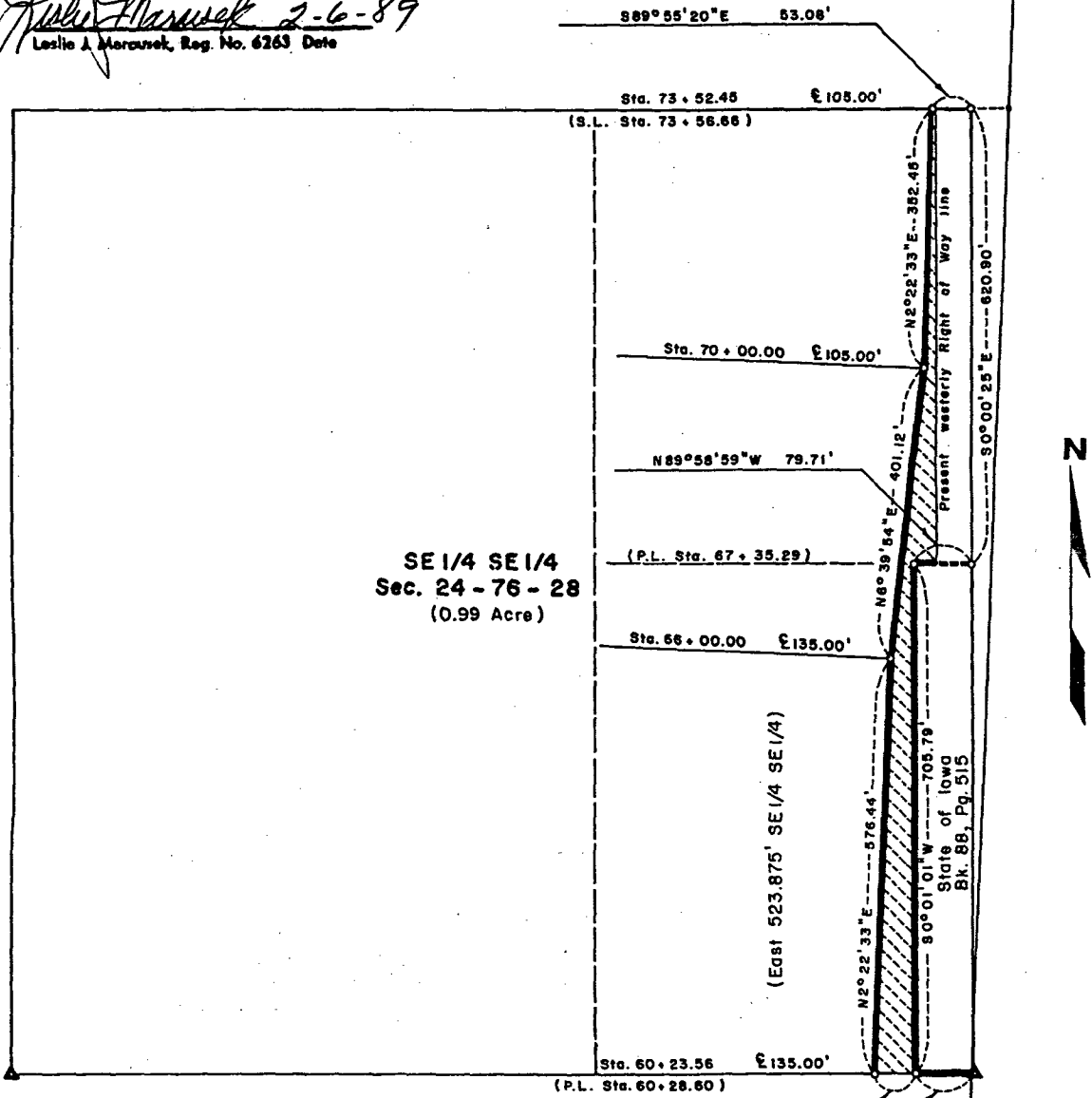
RIGHT OF WAY PLAT (1 OF 2)  
EXHIBIT "A"

COUNTY MADISON STATE CONTROL NO. 61-1100  
 PROJECT NO. FN-169-3(29)--21-61 PARCEL NO. 11  
 SECTION 24 TOWNSHIP 76 N RANGE 28 W  
 ROW - FEE \_\_\_\_\_ AC, EASE 0.99 AC, EXCESS - FEE \_\_\_\_\_ AC  
 ACQUIRED FROM \_\_\_\_\_

I hereby certify that this plat is a true and accurate representation of the land herein described, made by me or under my direct supervision, and that I am a duly registered Land Surveyor under the laws of the State of Iowa.

*Leslie J. Marousek* 2-6-89  
 Leslie J. Marousek, Reg. No. 6263, Date

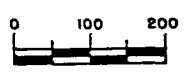
Relocated Primary Road No. U.S. 169



SW Corner  
 SE 1/4 SE 1/4  
 Sec. 24 - 76 - 28



SE Corner  
 Sec. 24 - 76 - 28  
 (Found)  
 is S89°45'40"E 3.21' from  
 Sta. 60 + 28.60



1" = 200'

DATE DRAWN \_\_\_\_\_ SCALE \_\_\_\_\_

Relocated Primary Road No. U.S. 169

