

RCEL NO	18			COUNTY	Madison
DJECT NO	FN-169-3	(29)21-61		ROAD NO.	U.S. 169
		/ 11	Edi		GA.
SAGREEME	NT made and e	ntered into this <i>letto</i> day of _ ingle (LIFE ESTATE);	rebru	ary	A.D. 19_ <i></i> , by and betwee
retchen chn E	casper, s	Winnie Casper, his w	rife: Dorot	hy Sue Baker, and	Ronald Baker
er husba	asper, and	ert M. Casper and Mar	garet M Cas	ner his wife	(ALL REMAINDERMEN)
	irms, Inc.	(LESSEE)	garice in ous	per s mrs wrre	(NEE NEINTHEEN)
		Transportation, acting for the Sta	te of Iowa Buver		
ei, ailu iowa	Department of	Transportation, acting for the ota	ac or rowa, bayor.		
SELLER A	AGREES to sell	and furnish to Buyer a conveyan	ce document, on fo	rm(s) furnished by the Bu	yer, and Buyer agrees to buy th
following	real estate, here	inafter referred to as the premises	situated in parts of	he following (1/4 1/4 Sec./	Twp./Rge.)XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX
	NW frl 1	SW 1 , Section 18, Tow	inship 76 Nor	th, Range 2/ Wes	<u>t</u>
		Madison			s 4 &
County (of lowa, and more particul	larly described on Page
MANAMA	ran sensan x	Canadakakakaranan	z arckanstatokatoeski ja	·	
XX KINDEKA	KONSKON IKON IKONORSK	EN KANKAN KANBA KAKANAKAKA	CXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX	X X X X X X X X X X X X X X X X X X X	: :
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XXXXXXXX	KAKAKA AKAKAKAK	enkazekanknakokenkenke	K00K000K0K0K0K20K003	:x	
The prem	ises also includ	es all estates, rights, title and inte	rests, including all	easements, and all advertis	sing devices and the right to ere
such devi	ces as are locate	ed thereon. SELLER CONSENTS	to any change of gra	de of the highway and acc	cepts payment under this contra
		arising therefrom. SELLER ACKN		• •	
-	-	d discharges the Buyer from liab		· ·	
	uns contract an	a discharges the Dayer nom had	anty because or time	contract and the constitu	tenon or this public improveme
project.					
Possesio	on of the premie	es is the essence of this contract	and Ruver may ente	r and assume full use and	enjoyment of the premises per t
		LLER GRANTS Buyer the immed			
SELLER	MAY surrender	possession of the premises or t	ouilding or improve	ment or any part thereof	prior to the time at which he h
hereinafte	er agreed to do	so, and agrees to give Buyer ten	(10) days notice of	Seller's intention to do so	by calling Buyer collect.
	•				
Buyer ser	race to nav and 9	SELLER AGREES to grant the righ	tatnossassian con	you title and to surrender n	hunical passassian of the promis
			t or possession, con	vey title and to surrenger p	nysical possession of the premis
		e dates listed below.			
	Payment Amour	-			Date
\$ 7.0	00.00	on right of possessio		60 days after	Buyer approval
—	-0-	on conveyance of title		Immediate	bayer, approvat
\$		on surrender of poss			
\$ 7 0	00.00	on possession and co	onveyance		
·		TOTAL LUMP SUM			
BREAKD		• •			
Land by f		ac./sq.ft. \$_		Buildings & Improveme	
-	ng Fee Title	ac./sq.ft. \$_	TE OF TOUR	Fence 94 rods wo	ven \$
	nt Easement	3.37 ac. AND TO STA		Fence rods ba	rbed \$
从灵从火火火	Easement	ac.∕xxx.TO M&D	ISON COUNTY.		
Damages	for				\$ <u></u>
				. Alf	ONE
SELLER	WARRANTS the	at there are no tenants on the pre	mises holding unde	r the lease except:N	ONE
			······································		
LEDIC CICK	NATURE AND	CLAIMANTIC CERTIFICATION.			Ab d
		CLAIMANT'S CERTIFICATION: I nent shown herein is just and unp	·	and execution by the Buy	er, we the undersigned claima
ily the total	idinp sam payn	ion shown herein is just and unit	idid.		
					Compared
EE PAGE	3 FOR SEL	LER-CLAIMANT SIGNATU	RES		- Company of the Control
					162
					FILED NO TOS
				COMPUTER	• • • • • • • • • • • • • • • • • • • •
					BOOK_121_PAGE_79
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				IND -	* 6 A CO 1 C CO 1117 TO CO
				PAGE -	MARY E. WELT
	. <u> </u>			Trible personner	RECORDER
					MADISON COUNTY, 10
					*
					Fee \$30.00

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

6.	6. This contract shall apply to and bind the legal successors in interest of the Seller and SELLER AGREES to pay all liens and assess against the premises, including all taxes and special assessments payable until surrender of possession as required by Section 427 Code of lowa, 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 \$							
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 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.							
14.	Included in the total lump sum of this contract is compensation to Seller for costs of replacing small pond East of Sta. 128+00+.							
	universe state of the model of the control of the c							
	e de la companya de La companya de la co							
	REVIATION: <u>+</u> means plus or minus LER'S ACKNOWLEDGMENT							
	TE OF IOWA: ss On this day of, 19, before me, the undersigned,							
pers	onally appeared							
	wn to me to be the identical persons named in and who executed the foregoing instrument and acknowledged that they executed the same as							
tneir	voluntary act and deed.							
	Notary Public in and for the State of Iowa							
	ER'S ACKNOWLEDGMENT TE OF IOWA: ss On this 6th day ofFebruary							
pers	onally appeared							
Dire	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 of or 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.							
	DONALD D. SHIRLEY Source Notary Public in and for the State of lowa							
BUY	DONALD D. SHIRLEY							
/								
) کیر	Damon V. Course 1-18-90 commended by: Project Agent (Oate)							

ROBERT L. NORTH

SELLER-CLAIMANT SIGNATURES

Parcel No. 18 Project No. FN-169-3(29)--21-61 Madison County U.S. 169

Gretchen Casper, single (LIFE ESTATE); John E. Casper and Winnie Casper, his wife;

Dorothy Sue Baker and Ronald Baker, her husband;

Robert M. Casper and Margaret M. Casper, his wife (ALL REMAINDERMEN)

Casper Farms, Inc. (LESSEE)

Gretchen Casper Rural Route 2 50273 Winterset, Iowa John E. Casper 1002 West Summit Winterset, Iowa , 50273 Dorothy Sue Baker 622 Wells Court Chapel Hills, North Carolina 27514 Robert M. Casper 103 West Lane Street Winterset, Iowa 50273

Casper Farms, Inc. Robert M. Casper President

PERSONAL ACKNOWLEDGMENT STATE OF _ FLORIDA COUNTY OF day of december , A.D., 19<u>89</u>, before me, the undersigned, a Notary Public in and for the State of Florida personally appeared personally appeared <u>Gretchen Casper</u>
to me known to be the person<u>named in and who executed the foregoing</u> instrument, and acknowledged that she executed the same as her xoluntary act and deed. Notary Public in and for the State of Florida NOTARY PUBLIC, State of Florida My Commission Expires July 10th, 1930; PERSONAL ACKNOWLEDGMENT

uchard) STATE OF NORTH CAROLINA **COUNTY OF** ORANGE

day of December , A.D., 19<u>69</u> , before me, the undersigned, a Notary Public in and for the State of North Carolina personally appeared <u>Dorothy Sue Baker and Ronald Baker</u>
to me known to be the person s named in and who executed the foregoing instrument, and acknowledged that they executed the same as their voluntary act and deed.

Notary Public in and for the State of North Carolina

, ss:

ACKNOWLEDGEMENT

STATE OF IOWA, MADISON COUNTY, ss:

On this 15th day of December, 1989, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Robert M. Casper, Margaret M. Casper, John E. Casper and Winnie Casper, to me known to be the persons named in and who executed the foregoing instrument, and acknowledged that they executed the same as their voluntary act and deed.

Beth Flander

udis Notary Public in and for said County.

ACKNOWLEDGEMENT

STATE OF IOWA, MADISON COUNTY, ss:

On this 15th day of December, A.D. 1989, before me, the undersigned, a Notary Public in and for said County, in said State, personally appeared Robert M. Casper, to me personally known, who, being by me duly sworn, did say that he is the President, respectively, of said corporation executing the within and foregoing instrument to which this is attached, that no seal has been procured by the said corporation; that said instrument was signed on behalf of said corporation by authority of its Board of Directors; and that the said Robert M. Casper acknowledged the execution of said instrument to be the voluntary act and deed of said corporation, by it and by them voluntarily executed.

> Hander <u> Beth Flander</u>

Notary Public in and for said County

IOWA DEPARTMENT OF TRANSPORTATION

Page 4

RIGHT OF WAY PLAT EXHIBIT "A"

COUNTY	MADISON		s	TATE CONTROL NO.	61-1100
PROJECT NO	FN-169-3(29)-	- 21-61		-PARCEL NO.	18
SECTION	18	_T OWNSHIP _	76 N	RANGE -	27 W
	/		3.37	AC, EXCESS -	FEEAC
ACQUIRED FROM	M			1	
					
	d Primory Rood J.S. 169			A.	LE J. MAROUS
W 1/4 Corner Sec. 18 - 76 - 27					6263
(Found) s N89°08'26"W 44.5	55'			N.	
from Sta. 139+97.31	N 89°08'26"W 154.1	91'	•	M	40 SURVEYOR
1-1	6				
. A-	£ 110.00' Sta. 139+88.	40 7.31)			
N /	<u> </u>	(Present	southerly Right of	Way line, Local Road	1
	(R/W Line Sta. 13	19 + 47.15)			
	3				
				•	
9					
1312.86	1317.23				
		NW	Fr11/4 SW1/4	}	
		Se	c. 18 - 76 - 27		
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i I R					
	£110.00' Sta	. 126 • 71.17			
*		. 126 + 80.17)			
	T-				
SW Corner	\$89°05'39"E 2	42.91		I hereby certify th	et this plat is a true and
NW FrI 1/4 SW1/4				accurate represent	ation of the land herein
Sec. 18 - 76 - 27					by me or under my direct et I am a duly registered
(Set)	<u>J</u>				der the laws of the State
N89°05'39"W 132.54 from Sta. 126+80.17	*			مرا وتعواله	//
				XIAM	141. 6 2200
	Relocated Primary Road	1	o 100	200 Jeslin I Margaret	Reg No. 6261 Date
	No. U.S. 169			COSING T MOLOGISCH	wad uso pror nate
DATE DRAWN		SCALE	1" = 200		

is

IOWA DEPARTMENT OF TRANSPORTATION

Page 5 (3)

		RIGHT OF WAY		<u> </u>	- 1		
	MARIOON	EXHIBIT "A			61		
COUNTY	MADISON			STATE CONTROL	NO. 18	-1100	
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9W FFI 174 SW [7 Sec. 18-76-27	7			Sk. n	Ktar.		~ ~
(Set)	1			(Lyusu	VIVIANA	weg	<u></u>
N89°05'39"W 132.				COSING A M	eighiek, Rep. 1	~ 0. 0∠0.3 €	rate
from Sta. 126+80.17			•		100		
		ated Primary Road	<u> </u>	50	ڵ		
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