PARCEL NO PROJECT N	EN_160_2/20\2	1-61				dison S. 169
THIS AGREE	EMENT made and entered int	o this 6th da	y of Febru	ary	, A.D. 19_ _	by and between
	Robert M. Caspe John E. Casper Casper Farms, I	and Winnie	Casper, his	r, his wife wife		
Seller, and lo	owa Department of Transport			yer.		,
	ER AGREES to sell and furnity ving real estate, hereinafter ref NE-SEA, SE-NEA, Se	erred to as the pre	mises, situated in pa	rts of the following (1/	4 1/4 Sec./Twp./Rge	
	ty (OCCURN) of <u>Madison</u> thich include the following bu			State of Iowa, and mo	re particularly descr	ibed on Page4
SELL	ER ALSO AGREES TO CONV	/EY all rights of di	rect access to High	way as follo	ws:	
excep	oting and reserving to Seller the	he right of access	at the following loc	ations:		
such for ar	premises also includes all esta devices as are located thereon by and all damages arising the s of this contract and dischar ct.	n. SELLER CONSI erefrom. SELLER	ENTS to any change ACKNOWLEDGES	of grade of the highw full settlement and pa	ay and accepts payn syment from the Buy	nent under this contract rer for all claims per the
terms SELL	ession of the premises is the e s of this contract. SELLER GR .ER MAY surrender possessi nafter agreed to do so, and a	ANTS Buyer the ir on of the premise	nmediate right to en s or building or im	ter the premises for th provement or any pai	e purpose of gatheri It thereof prior to th	ng survey and soil data. e time at which he has
-	er agrees to pay and SELLER A sown on or before the dates list Payment Amount	_		n, convey title and to si	errender physical pos Date	ssession of the premises
\$ _4	N3N NN	on right of poss		60 days	after Buyer a	unnroya I
\$ \$	-0-	 on conveyance on surrender of 		Immediat		прри оча т
\$ 4	,030.00	on possession	•			
-	AKDOWN: ac.=acres	_ TOTAL LUMP \$ sq.ft.=square fo				
Land	by Fee Title	ac./sq.ft.	\$	Buildings & Ir	mprovements	\$
	erlying Fee Title	ac./sq.ft.	\$		_ rods woven	\$
Temp	porary Easement	2ac./ 次贝坎 . ac./sq.ft.	\$ \$	Fence	_ rods barbed	\$
	ER WARRANTS that there a	re no tenants on th	ne premises holding	under the lease exce		arms, Inc.
certify the t	SIGNATURE AND CLAIMAN total lump sum payment show	vn herein is just an	d unpaid.	roval and execution b	by the Buyer, we the	undersigned claimants
						Compared
					FII	ED NO. 1634
						OK 121 PAGE 797
				Fee \$2	90	FEB 12 AH 10: 36
				1.66 45		AARY E.WELTY RECORDER DISON COUNTY, 10WA

Distribution: White Copy - Original; Pink Copy - Accounting; Blue Copy - Seller's

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

	DEED RECORD 121 Page 2	7
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 lowa, 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 \$	
-	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.	
).	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.	
3.	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.	
1.	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.	
	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, 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.	
•	Buyer agrees to construct a Type "C" entrance at Sta. 140+10, West side. All entrances	
	not allowed in this contract will be eliminated.	
•	It is understood and agreed that the existing entrances located at Sta. 139+50 and Sta. 140+56, West side, will be closed.	
	The total lump sum of this contract includes full settlement to Seller for 10 rods of combination panel "feed lot" fencing.	
	FOR THE LEGAL EFFECT OF THE USE OF THIS FORM, CONSULT YOUR LAWYER	
S	TATE OF IOWA,MADISON COUNTY, ss:	
_	On this 15th day of December A. D. 1989, before me, the undersigned, a Notary	
P	ublic in and for said County, in said State, personally appeared Robert M. Casper and	
_	to me personally known, who, being by me duly sworn, did say	
tl	he is hat the President and,	
r (espectively, 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 (and sealed) on the said instrument was signed (and sealed) on the said instrument was signed (and sealed).	
	ehalf of said corporation by authority of its Board of District and has the said Robert M. Casper acknowledge ack	
	oluntary act and deed of said corporation, by it and the said corporation of t	
	Beth Flander Notary Public in and for said County.	
	Official Form No. 12 (Trade-Mark Registered, State of Iewa, 1987) 255	
UY	ZER'S APPROVAL	
Red	Daron J. Konse 1-18-90 Commended by: Project Agent (Date)	
_		
<u>ا</u> ا	FEB 0 6 1990 Proved By: Right of Way Director (Date)	
	(Vale)	

Page ZA

		Notary Public in and for the State of Iowa
BUYER'S ACKNOWLEDGMENT	•	:
STATE OF IOWA: ss On this 6th day of	f <u>February</u>	, 19 90 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 s	igned on behalf of the Buyer by its auti	nority duly recorded in its minutes, and the said Right of Way
Director acknowledged the execution of said ins	trument, which signature appears he	reon, to be the voluntary act and deed of the Buyer and by it
voluntarily executed.	DONALD D. SHIRLEY	

DONALD D. SHIRLEY

[CFILE 10, A:CASPER] Page 3 SELLER-CLAIMANT SIGNATURES Madison County Parcel No. 20 Project No. FN-169-3(29)--21-61 U.S. 169 SELLER: Robert M. Casper and Margaret M. Casper, his wife John E. Casper and Winnie Casper, his wife (ALL REMAINDERMEN) Casper Farms, Inc. (LESSEE) 103 West Lane Street Winterset, Iowa _50279 John E. Casper Winnie Casper 1002 West Summit Winterset, Iowa 50273 Casper Farms, Inc. Róbert M. Casper President PERSONAL ACKNOWLEDGMENT STATE OF IOWA , COUNTY OF MADISON On this $\underline{15th}$ day of $\underline{\text{December}}$, A.D., $\underline{1989}$, befor undersigned, a Notary Public in and for the State of $\underline{\text{Lowa}}$, A.D., 19<u>89</u>, before me, the personally appeared Robert M. Casper and Margaret M. Casper 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. (SEAL) Notary Public in and for the State of <a>Iowa Beth Flander

PERSONAL ACKNOWLEDGMENT

STATE OF IOWA

___, COUNTY OF __MADISON ____, ss:

On this 15thday of December , A.D., 1989, before me, the undersigned, a Notary Public in and for the State of Iowa personally appeared 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.

(SEAL)

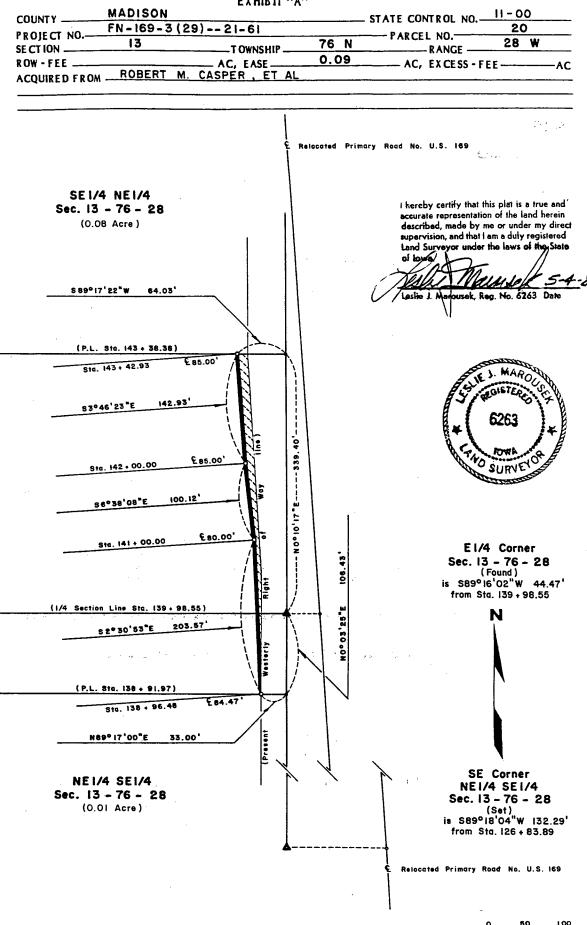
Notary Public in and for the State of Iowa

IOWA DEPARTMENT OF TRANSPORTATION

Pege 4



RIGHT OF WAY PLAT EXHIBIT "A"



DATE DRAWN

1" = 100"