



- 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.
- 13. All entrances not allowed in this contract will be eliminated.
- 14. 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.

**SELLER'S ACKNOWLEDGMENT**

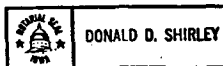
STATE OF IOWA: ss On this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, before me, the undersigned, personally appeared \_\_\_\_\_

known to me 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.

Notary Public in and for the State of Iowa

**BUYER'S ACKNOWLEDGMENT**

STATE OF IOWA: ss On this 6th day of February, 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 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  
**DONALD D. SHIRLEY**

**BUYER'S APPROVAL**

*Ernest Pense* 1-18-90  
Recommended by: Project Agent (Date)

*Robert L. North* FEB 06 1990  
Approved By: Right of Way Director (Date)

**ROBERT L. NORTH**

**DEED RECORD 121**

**803**

SELLER-CLAIMANT SIGNATURES

Parcel No. 25  
Project No. FN-169-3(29)--21-61

Madison County  
U.S. 169

SELLER: Gretchen Casper, single (LIFE ESTATE)  
Robert M. Casper and Margaret M. Casper, his wife  
Dorothy Sue Baker and Ronald Baker, her husband  
John E. Casper and Winnie Casper, his wife  
Casper Farms, Inc. (LESSEE)

X Gretchen Casper  
Gretchen Casper  
Rural Route 2  
Winterset, Iowa 50273

X Robert M. Casper  
Robert M. Casper  
103 West Lane Street  
Winterset, Iowa 50273

X Margaret M. Casper  
Margaret M. Casper

X Dorothy Sue Baker  
Dorothy Sue Baker  
622 Wells Court  
Chapel Hills, North Carolina 27514

X Ronald Baker  
Ronald Baker

X John E. Casper  
John E. Casper  
1002 West Summit  
Winterset, Iowa 50273

X Winnie Casper  
Winnie Casper

Casper Farms, Inc.  
By: X Robert M. Casper  
Robert M. Casper  
President

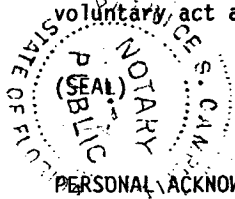
PERSONAL ACKNOWLEDGMENT

STATE OF FLORIDA, COUNTY OF Phillips, ss:

On this 9 day of January, A.D., 19 90, before me, the undersigned, a Notary Public in and for the State of Florida, personally appeared Gretchen Casper, to me known to be the person named in and who executed the foregoing instrument, and acknowledged that she executed the same as her voluntary act and deed.

Patrice A Campbell

Notary Public in and for the State of Florida  
NOTARY PUBLIC, State of Florida  
My Commission Expires July 10th, 1990



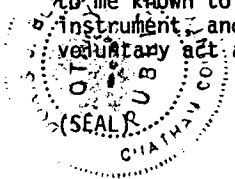
PERSONAL ACKNOWLEDGMENT

STATE OF NORTH CAROLINA, COUNTY OF ORANGE, ss:

On this 3 day of January, A.D., 19 90, before me, the undersigned, a Notary Public in and for the State of North Carolina, personally appeared Dorothy Sue Baker and Ronald Baker, to me known to be the person named in and who executed the foregoing instrument, and acknowledged that they executed the same as their voluntary act and deed.

David J. Blaud

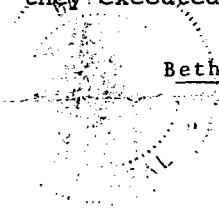
Notary Public in and for the State of North Carolina  
My Commission Expires 6-14-93



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 Beth Flander  
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.



Beth Flander Beth Flander  
Notary Public in and for said County

IOWA DEPARTMENT OF TRANSPORTATION

Page 5



RIGHT OF WAY PLAT  
EXHIBIT "A"

COUNTY MADISON STATE CONTROL NO. 61-1100  
 PROJECT NO. FN-169-3 (29) -- 21-61 PARCEL NO. 25  
 SECTION 12 TOWNSHIP 76 N RANGE 28 W  
 ROW - FEE AC, EASE 0.33 AC, EXCESS - FEE AC  
 ACQUIRED FROM \_\_\_\_\_



NE Corner  
NW1/4 SE1/4  
Sec. 12-76-28  
(Set)  
is N88°57'26"W 506.91'  
from Sta. 197+06.90

E1/4 Corner  
Sec. 12-76-28  
(Found)  
is S88°57'26"E 825.93'  
from Sta. 197+06.90

Relocated Primary Road No. U.S. 169

(Section Line Sta. 197+06.90)



NW1/4 SE1/4  
Sec. 12-76-28  
(0.33 Acre)

NE1/4 SE1/4  
Sec. 12-76-28

P.I. Sta. 177+54.49

$\Delta = 61^{\circ}44'42.99''$  Rt.  $\Delta c = 52^{\circ}59'42.99''$  Rt.  
 $\phi_s = 4^{\circ}22'30''$   $D = 3^{\circ}30'0''$   
 $T_s = 1104.60'$   $T = 816.10'$   
 $L_s = 250.00'$   $L = 1514.15'$   
 $LT = 166.72'$   $E = 192.15'$   
 $ST = 83.38'$   $R = 1637.02'$

Equation:  
Sta. 188+00.00 (Ahead)  
= Sta. 188+18.61 (Back)

Sta. 185+55.81  $\angle 113.04'$   
 $N28^{\circ}02'38''E$  152.11'  
 Sta. 184+14.04  $\angle 140.00'$   
 $L = 115.67'$   $R = 1777.02'$   
 $Ch. = N13^{\circ}58'38''E$  115.65'  
 Sta. 183+07.48  $\angle 140.00'$

S.T. Sta. 186+64.04

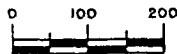
(1/4 Section Line Sta. 183+36.83)

N89°42'18"W 98.63'

Relocated Primary Road No. U.S. 169

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*  
 Leslie J. Marousek, Reg. No. 6263 Date



DATE DRAWN \_\_\_\_\_ SCALE 1" = 200'