802

## lowa Department of Transportation PARTIAL ACQUISITION CONTRACT

ARCEL NO. ROJECT NO	25 FN-169-3(2	29)21-61	- -	COUNT ROAD N	11.0	
		6.4h	Febru	416:	ar.	}
HIS AGREEN Gretchen	ENT made and ei	ntered into this 6#2 day of ngle (LIFE ESTATE)	: Terru	<del>~</del>	, A.D. 19_ <i>90</i>	, by and between
Robert M	. Casper and	Margaret M. Caspe . Casper and Winni	r, his wife;		Baker and R	onald Baker,
lasper Fa	arms, Inc.	(LESSEE)				
eller, and low	a Department of	Fransportation, acting for the S	State of Iowa, Buyer.			
		- 16 - the Down				
		and furnish to Buyer a convey nafter referred to as the premis ion 12, Township 76				
	May	di con				4.5
	Max May of Max	имикукукукукукукуку			particularly describe	d on Page
ZEMNER	KACASOK AKORO (BEDEX	amkah amba ak kamaga ka	XXXXXXXXXXXXXXXXX	XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX	(Х	•
WHENKE	KOKNIKOKKKOWY	XKKKKKKKKKKKKKKKKKKKKKKKKKKKKKKKKKKKKK	KKAKKAN KANKANKA	XX		
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	mines also include	es all estates, rights, title and in	toracta including all a	acomonts and all	duadiaina daviana	and the right to erect
-		d thereon. SELLER CONSENT			•	•
		rising therefrom. SELLER ACI				
	this contract and	discharges the Buyer from li	ability because of this	contract and the	construction of this	public improvement
project.						
2 Passess	ion of the premise	es is the essence of this contrac	t and Buver may enter	and assume full us	se and enjoyment of	the premises per the
		LER GRANTS Buyer the imme			• •	
		possession of the premises o	-	•		=
hereina	ter agreed to do s	o, and agrees to give Buyer te	n (10) days notice of S	eller's intention to	do so by calling Buy	yer collect.
		ELLER AGREES to grant the rig e dates listed below.	tht of possession, conv	ey title and to surre	nder physical posses	ssion of the premises
45 5110 N	Payment Amoun		ance		Date	
\$		on right of possess				
\$ <u>15</u>	0.00	on conveyance of t			ter Buyer app	roval
\$	-0-	on surrender of pos	ssession	Immediate		
\$ <del></del>	0.00	on possession and	•			
· -	0.00	TOTAL LUMP SUN	1			
	DOWN: ac.=ac Fee Title	cres sq.ft.=square feet ac./sq.ft.	1	Buildings & Impr	ovemente	•
	ring Fee Title	_ ac./sq.ft.		Fencer		\$
	ent Easement	0.33 ac./xxxx.	<b></b>	Fence r	ods barbed	\$
Tempo	ary Easement	ac./sq.ft.	<b></b>			
Damag	es for					<b>\$</b>
4 05115	. WARDANTO AL-	t there are no tenants on the p		. Ab - 1	Casper Fari	ns. Inc.
4. SELLE	WARHAN IS IIIA	t there are no tenants on the p	remises noiging under	the lease except:	- oaspert rar,	
						•
ELLER'S SI	SNATURE AND C	LAIMANT'S CERTIFICATION	: Upon due approval a	and execution by t	he Buver, we the un	dersigned claimants
		ent shown herein is just and u		·	.,,	<b>3</b>
CEE DACE	2 EUD CELL	ER-CLAIMANT SIGNATU	IDF			<del></del>
JLL I AGE	. S TON SEEL	LIN OLATIANT STUNATO	, , , , , , , , , , , , , , , , , , ,			Compared
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						RY E.WELTY ECORDER
	<del></del>					ON COUNTY, IOWA
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ə. ⊑acn p	aha ang ascu sus	chment is by this reference ma	ine hair ueteot and the	entire agreement	consists of	pages.

	against the premises, including all taxes and special assessments payable until surrender of possession as requ Code of lowa, and agrees to warrant good and sufficient title. Names and addresses of lienholders are:	NUNE
7.	Buyer may include mortgagees, lienholders, encumbrancers and taxing authorities as payees on warrants as co to the Total Lump Sum, Buyer agrees to pay \$ 50.00 for the cost of addir	
	by this transaction to Seller's abstract of title. If requested to do so, SELLER WILL furnish and deliver to lowa Del	
	Office of Right of Way, Ames, Iowa 50010 an abstract of title continued to date showing merchantable title to the	
,	agrees to pay the cost of abstract continuation and to return the abstract to Seller. SELLER AGREES to obtain col	•
	if requested by the Buyer, if title to the premises becomes an asset of any estate, trust, conservatorship or guardi	
	court approval costs and all other costs necessary to transfer the premises to the Buyer, but not attorney fees. Cl	
	shall be paid in amounts supported by paid receipts or signed bills.	
_		
8.	<ol><li>Buyer agrees that any drain tile which are located within the premises and are damaged by highway construct expense to Seller. Where Buyer specifically agrees to construct and maintain fence, the fence shall be construct.</li></ol>	
	vehicle access control purposes only at no expense to the Seller. Buyer shall have the right of entry upon Seller	
	the right of way line, if necessary, for the purpose of connecting said drain tile and constructing and maintai	
	pasture against said fence at his own risk. Buyer will not be liable for fencing private property or maintaining th	_
	AND CONTRACTOR OF THE CONTRACT	ana Malasaa
9.	9. If the Seller holds title to the premises in joint tenancy with full rights of survivorship and not as tenants in commo Buyer will pay any remaining proceeds to the survivor of that joint tenancy and will accept title solely from that tenancy has not been destroyed by operation of law or acts of the Seller.	
.0.		the filing of a Declarati
	Value by Section 428A.1 of the Code of Iowa.	
11.	<ol> <li>Buyer hereby gives notice of Seller's five-year right to renegotiate construction or maintenance damages not signing of this contract as required by Section 472.52 of the Code of Iowa.</li> </ol>	t apparent at the time o
12.	<ol> <li>This written contract constitutes the entire agreement between Buyer and Seller and there is no agreement to de except as specifically provided for herein.</li> </ol>	or not to do any act or
3.	3. All entrances not allowed in this contract will be eliminated.	
		92.7
	ELLER'S ACKNOWLEDGMENT	
STA <sup>*</sup>	ELLER'S ACKNOWLEDGMENT  ATE OF IOWA: ss On this day of, 19,	before me, the undersig
STA*	ELLER'S ACKNOWLEDGMENT	before me, the undersig
STA perso	ELLER'S ACKNOWLEDGMENT  FATE OF IOWA: ss On this day of 19	
STA* perso cnov	ELLER'S ACKNOWLEDGMENT  FATE OF IOWA: ss On this day of , 19	
STA* perso cnov	ELLER'S ACKNOWLEDGMENT  FATE OF IOWA: ss On this day of 19	before me, the undersignation of the same at they executed the same
STA perso	ELLER'S ACKNOWLEDGMENT  ATE OF IOWA: ss On this day of, 19	at they executed the sad
erso enov heir	ELLER'S ACKNOWLEDGMENT  FATE OF IOWA: ss On this day of, 19	at they executed the sad
erso enow heir	ELLER'S ACKNOWLEDGMENT  [ATE OF IOWA: ss On this day of , 19    proposed in the identical persons named in and who executed the foregoing instrument and acknowledged the eir voluntary act and deed.    Notary Public in and for the identical persons named in an acknowledged the identical persons named in acknowledged th	at they executed the sai
erso enow heir	ELLER'S ACKNOWLEDGMENT  FATE OF IOWA: ss On this day of 19	at they executed the sai
STA* oerso knov heir STA*	ELLER'S ACKNOWLEDGMENT  IATE OF IOWA: ss On this day of, 19	at they executed the sai he State of lowa before me, the undersi Right of Way Director
STA*  coorse  coorse  coorse  coorse  stay  stay  coorse  stay  coorse  stay  coorse  stay  coorse  stay  coorse  coor	ELLER'S ACKNOWLEDGMENT  FATE OF IOWA: ss On this day of 19	at they executed the sai he State of Iowa before me, the undersi Right of Way Director les, and the said Right o
STA*  coorse  coorse  coorse  coorse  stay  stay  coorse  stay  coorse  stay  coorse  stay  coorse  stay  coorse  coor	ELLER'S ACKNOWLEDGMENT  FATE OF IOWA: ss On this	at they executed the sai he State of Iowa before me, the undersi Right of Way Director les, and the said Right o
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STA*  coorse  coorse  coorse  coorse  stay  stay  coorse  stay  coorse  stay  coorse  stay  coorse  stay  coorse  coor	TATE OF IOWA: ss On this day of, 19	he State of lows  before me, the undersing the said Right of Way Director les, and the said Right of deed of the Buyer and the State of lows
STA* coerso know their  BUY STA* coerso Buye Direct voluit	ELLER'S ACKNOWLEDGMENT  FATE OF IOWA: ss On this	he State of lows  before me, the undersing the said Right of Way Director des, and the said Right of deed of the Buyer and the State of lows
STA* opersor know heir suy STA* STA* STA* SUy SUy STA* SU	ELLER'S ACKNOWLEDGMENT  TATE OF IOWA: ss On this day of	he State of lows  before me, the undersing the said Right of Way Director des, and the said Right of deed of the Buyer and the State of lows
STA CONTRACTOR OF THE PROPERTY	ELLER'S ACKNOWLEDGMENT  TATE OF IOWA: ss On this	he State of lows  before me, the undersing the said Right of Way Director les, and the said Right of deed of the Buyer and the State of lows
STA CONTRACTOR OF THE PROPERTY	ELLER'S ACKNOWLEDGMENT  TATE OF IOWA: ss On this day of	he State of lows  before me, the undersing the said Right of Way Director des, and the said Right of deed of the Buyer and the State of lows

ROBERT L. NORTH

DEED RECORD 121

President

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## SELLER-CLAIMANT SIGNATURES

Parcel No. 25 Project No. FN-169-3(29)--21-61 Madison County U.S. 169

Page 3

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 Gutchen Carden	1
Gretchen Casper	
Rural Route 2	
Winterset, Iowa 50273	•
o . A	1 (
x Nobest M. Cash	X Margaret 11/ Cuyer Margaret M. Casper
Robert M. Casper //	Margare# M. Casper
103 West Lane Street	•
Winterset, Iowa 50273	
x alorother sue Baker_	X Ronald Bala
Dorothy Sug/Baker	Ronald Baker
622 Wells (Court	
Chape   Hills, North Carolina 27514	
	$\wedge$
x AM . I Va ap	x Ciumo Confor
John E. Casper	Winnie Casper
1002 West Summit	
Winterset, Iowa 50273	
miniculacty form out/o	•
Casper Farms, Inc.	
Cusper ruypise, rigo.	

	PERSONAL ACKNOWLEDGMENT
	STATE OF FLORIDA , COUNTY OF Phellas , ss:
	STATE OF FLORIDA, COUNTY OF Hiellas, ss:
	On this 9 day of December , A.D., 19 822, 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.
ζ,	Lattree A Campbell
Ϋ́.	mente of Campula
:	(SEAL) A
Ġ	Notary Public in and for the State of Florida NOTARY PUBLIC, State of Florida
·	My Commission Expires July 10th, 1990
7	PERSONAL ACKNOWLEDGMENT (1 /
	STATE OF NORTH CAROLINA, COUNTY OF ORANGE, SS:
	On this 3 day of December, A.D., 19 89, before me, the undersigned, a Notary Public in and for the State of North Carolina,
	On this day of December A.D., 19 89, before me, the
	undersigned, a Notary Public in and for the State of <u>North Carolina</u> ,
	personally appeared Dorothy Sue Baker and Ronald Baker
	to the known to be the person s named in and who executed the foregoing
	instrument; and acknowledged that <u>they</u> executed the same as <u>their</u> wordingtony act and deed.
ζ:	7
-	

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 <u>15th</u> 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 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 Notary Public in and for said County

∍rm 634-6√7 75

## DEED RECORD 121

## IOWA DEPARTMENT OF TRANSPORTATION

RIGHT OF WAY PLAT

Pege 5



EXHIBIT "A" MADISON 61-1100 COUNTY \_\_ STATE CONTROL NO.-FN-169-3 (29) -- 21-61 25 PROJECT NO .-PARCEL NO.-76 N 28 W SE CT ION TOWNSHIP \_\_ -RANGE -0.33 ROW-FEE\_ \_ AC, EASE\_ AC, EXCESS-FEE-ACQUIRED FROM -Relocated Primary Road No. U.S. 169 STE I. MAROUS NE Corner NWI/4 SEI/4 EI/4 Corner Sec. 12 - 76 - 28 (Found)
is \$88°57'26"E 825.93'
from \$ta. 197+06.90 Sec. 12 - 76 - 28 NO SURVE (Set) is N88°57'26"W 506.91' from Sta. 197 + 06.90 (Section Line Stg. 197 + 06.90) NWI/4SEI/4 NE 1/4 SE 1/4 Sec. 12 - 76 - 28 Sec. 12 - 76 - 28 (0.33 Acre) P.I. Sta. 177 + 54.49 Δ = 61°44'42.99"Rf. Δc = 52°59'42.99"Rt. D = 3°30'0" T = 816.10' Øs = 4° 22' 30" Ts = 1104.60' L . 1514.15' Ls = 250.00' E = 192.15 LT = 166.72' R = 1637.02 ST= 83.38' Equation: Sto. 188 + 00.00 (Ahead) Sta. 185 + 55.81 N 28°02'38"E £113.04' S.T. S10. 186 • 64.04 Sta. 184 . 14.04 g. 183 + 07.48 € 140.00° \$10. 184 - 14.04 (1/4 Section Line Stg. 183+36.83) N 89° 42'18"W 98.63' 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 Relocated Primary Road No. U.S. 169 usek, Reg. No. 6263 Date " = 2001 DATE DRAWN \_ \_\_ SCALE \_