Form 634017
6-80

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IOWA DEPARTMENT OF TRANSPORTATION
TEMPORARY EASEMENT CONTRACT

PARCEL NO. 1
PROJECT NO. FN-169-3 (23) --21-61

COUNTY Madison
ROAD NO. 169

THIS AGREEMENT made and entered into this 12 day of May, A.D. 19 82, by and between

Kenneth Collins and Karen Collins, husband and wife

Seller, and Iowa Department of Transportation, acting for the State of Iowa, Buyer.

1. SELLER GRANTS to the Buyer a temporary easement upon Seller's real estate, hereinafter referred to as the premises, situated in the following (1/4 1/4 Sec./Twp./Rge.) NE¼ Section 25, Township 77 north, Range 28 west, County of Madison, State of Iowa, for the purpose of shaping slope also see Page 2, on land described as: from Sta. 372+20 to Sta. 373+00 a strip 70 ft. wide, West side, measured from the centerline of the proposed highway and as shown on the project plans for said highway improvement. The premises also includes all estates, rights, title and interests, including all easements, and all advertising devices and the right to erect such devices as are located thereon, and the following buildings, improvements and other property: none

SELLER CONSENTS to any change of grade of the highway and accepts payment under this contract for any and all damages arising therefrom. SELLER ACKNOWLEDGES full settlement and payment from the Buyer for all claims per the terms of this contract and discharges the Buyer from liability because of this contract and the construction of this public improvement project.

2. Possession of the premises is the essence of this contract and SELLER GRANTS Buyer immediate possession of the premises.

3. Buyer agrees to pay the Seller the Total Lump Sum of $ 50.00 on or before the 60th. day after Buyer approval. Buyer may include mortgagees, lienholders, encumbrancers and taxing authorities as payees on warrants as contract payment.

4. SELLER WARRANTS that there are no tenants on the premises holding under the lease except: Nolan Collins

5. It is agreed that the right of temporary easements granted by this contract shall terminate upon the completion of this highway project. If this contract is recorded, the Resident Construction Engineer will release the said easement rights after the project has been completed by recording a Release of Temporary Easement. Buyer will provide Seller with a copy of Release after recording.

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 assessed and payable at the time of delivery of the conveyance, and agrees to warrant good and sufficient title. Names and addresses of lienholders are: United Federal Savings and Loan Ass'n. Des Moines, Iowa

7. In addition to the Total Lump Sum, Buyer agrees to pay $ 25.00 for the cost of adding title documents required by this transaction to Seller's abstract of title. 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.

SELLER'S SIGNATURE AND CLAIMANT'S CERTIFICATION: Upon due approval and execution by the Buyer, we the undersigned claimants certify the total lump sum payment shown herein is just and unpaid.

X Kenneth Collins
Kenneth Collins
Rte. 2
Winterset, Iowa 50273

X Karen Collins
Karen Collins

COMPARED

FILED NO. 1682
BOOK 113 PAGE 535
1982 MAY 20 AM 8:02
MARY E. WELTY
RECORDER
MADISON COUNTY, IOWA
Fee $6.00

8. Each page and each attachment is by this reference made part hereof and the entire agreement consists of 2 pages.

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

Release of Easement
see Deed Rec 119-310

9. 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 purposes 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.

10. 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.

11. 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.

12. Buyer agrees to construct a Type "C" entrance at Sta. 375+00+, west side , ~~and connect same to present entrance at Sta. 373+12~~.

13. It is understood and agreed the entrance at Sta.373+12 , west side , will be closed.

14. Buyer is granted a temporary easement as necessary on Sellers property for the purpose of constructing entrance at Sta.375+00± west side.

15. Buyer agr ees to surface proposed entrance at Sta.375+00± with crushed rock.

Abbreviation ; ± Ex.R/W means plus or minus existing Right of Way .

SELLER'S ACKNOWLEDGMENT

STATE OF IOWA: ss On this 29 day of April, 19 82, before me, the undersigned, personally appeared ~~Kenneth Collins~~ Kenneth Collins and Karen Collins, 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.

C.W."Bud"Miller Notary Public in and for the State of Iowa

BUYER'S ACKNOWLEDGMENT

STATE OF IOWA: ss On this 12th day of May, 19 82, before me, the undersigned, personally appeared Fay O. Bloomfield, 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

Donald D. Shirley
Notary Public in and for the State of Iowa

Donald D. Shirley

BUYER'S APPROVAL

Bill McGuire 5-3-82
Recommended By: Project Agent (Date)

Fay O. Bloomfield MAY 12 1982
Approved By: Right of Way Director (Date)

FAY O BLOOMFIELD