FORM 626
6-73

MISC. RECORD 30
IOWA STATE HIGHWAY COMMISSION
TENANT CONTRACT

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PAGE

Parcel No. 24
Project No. FN-169-3(3)--21-61

PROGRAM 1973

County Madison
Road No. 169

THIS AGREEMENT made and entered into this 27th day of July, A.D. 19 73, by and between Agricultural Stabilization and Conservation Service, c/o Dale H. Awtry, State Executive Director, Room 937, Federal Building, Des Moines, Iowa

Seller, and Iowa State Highway Commission, acting for the State of Iowa, Buyer.

1. In consideration of the lump sum of Twenty-five and No/100 Dollars $ 25.00 and other good and valuable consideration, the Seller hereby relinquishes and discharges the Buyer from liability because of the taking and appropriation of the following real estate hereinafter referred to as the premises:

~~of Sec.~~ ____ and parts of NE¼ of Sec. 36 in Twp. 76N Rge. 28W, County of Madison, State of Iowa.

The premises as herein referred to include all the following described estates, rights, title and interests in the real estate specified, including all easements, whether temporary or permanent, together with the following provisions, more particularly described:

From Sta. 730+24+ P.L. to Sta. 731+25+ Ex. R/W a strip 195-95 ft. wide North side,
From Sta. 731+25+ Ex. R/W to Sta. 742+60+ Ex. R/W a strip 95-87 ft. wide North side,
From Sta. 742+60+ Ex. R/W to Sta. 743+18+ P.L. a strip 87-150 ft. wide North side,
From Sta. ____ to Sta. ____ a strip ____ ft. wide ____ side,
From Sta. ____ to Sta. ____ a strip ____ ft. wide ____ side,
From Sta. ____ to Sta. ____ a strip ____ ft. wide ____ side,
From Sta. ____ to Sta. ____ a strip ____ ft. wide ____ side,
From Sta. ____ to Sta. ____ a strip ____ ft. wide ____ side,
From Sta. ____ to Sta. ____ a strip ____ ft. wide ____ side,
From Sta. ____ to Sta. ____ a strip ____ ft. wide ____ side,

measured from centerline of proposed highway as shown on plans for said project, including all right of access to and from said road from Sta. 730+24+ to Sta. 743+18+

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The premises include ~~- - -~~
Tenant on property of Lawrence E. Gardner

MARY E. [illegible]
RECORDER
MADISON COUNTY, IOWA
Fee $ 5.00

2. Seller represents and states that he has a good and valid lease, and the right to occupy and use as a tenant the premises hereinbefore described, and in consideration of these presents it is agreed that the Buyer may take immediate possession thereof as per the terms of this contract and that insofar as the Seller's right to possession and use of said premises is concerned, he relinquishes the same and acknowledges full satisfaction and settlement from the Buyer for all claims of every kind and nature, by reason of being deprived of the possession and use of said premises, and the construction on said premises of a public highway.

3. It is agreed that possession of the premises is the essence of this contract and Buyer may take immediate possession of the premises per the terms of this contract for purposes set forth herein. Seller may at his option surrender possession of the premises, or building, or improvement, or any part thereof, located thereon prior to the time at which he has hereinafter agreed to do so. In any such case, Seller agrees to give Buyer ten (10) days notice of Seller's intention to vacate the premises. Upon the Seller's vacation of the premises, Buyer may enter and may assume full possession, use and enjoyment of the same.

4. ~~Buyer agrees to pay $ ____ and Seller agrees to grant to Buyer the Right of possession of the premises on the ____ day of ____, 19____.~~ Buyer agrees to pay the ~~balance of the~~ purchase price ($ 25.00) and the Seller agrees to surrender possession of the premises on or before the 1st day of October, 19 74.

5. Any provisions on the reverse side of this contract and all the foregoing provisions and each of the attachments initialed or signed by the Seller, which are incorporated herein by reference, altogether consisting of 2 pages, constitute the entire agreement.

6. Said lump sum payment does not include any sum, amount, value, cost or payment to Seller by Buyer, otherwise agreed to and specifically provided for herein, the value of which is not ascertainable, due or payable as of the date of the execution of this contract. Claims for all lump sum payments are due and payable on or before the dates specified herein. Upon due approval and execution by the Right of Way Director, we the undersigned claimants certify the lump sum payment shown herein is just and unpaid.

7. If, and only if, the Seller, immediately preceding this sale, holds the title to the above described property in joint tenancy, and such joint tenancy is not later destroyed by operation of law or by acts of the Seller, then the proceeds of this contract, and any continuing and/or recaptured rights of Seller in said real estate, shall be and continue in Seller as joint tenants with rights of survivorship and not as tenants in common; and Buyer, in the event of the death of either of such joint tenants, agrees to pay any balance of the proceeds of this contract to the surviving Seller and to accept deed solely from him.

8. It is hereby agreed that the Buyer may make immediate entry on the premises upon the signing of this contract for the purpose of obtaining additional field information.

Dale H. Awtry, Contracting Officer, CCC - August 15, 1973

SELLER'S ACKNOWLEDGEMENT

STATE OF IOWA, ss:
On this 15 day) of August 1973 before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Dale H. Awtry

to me known 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.

Vern Saltzman
~~Right of Way Agent~~ -Notary Public in and for the State of Iowa

IOWA STATE HIGHWAY COMMISSION -Buyer
Recommended August 27, 1973
By Wm. B. Davis W. B. Davis
Project Right of Way Agent

Approved
By [signature]
Right of Way Director SEP 05 1973

SELLER-CLAIMANT (Type or legibly print NAME and ADDRESS below a signature of Seller(s)

DISTRIBUTION: 1. WHITE COPY - RIGHT OF WAY DEPT., 2. CANARY COPY - PARTIAL PAYMENT, 3. PINK COPY - FINAL PAYMENT, 4. BLUE COPY - SELLER - CLAIMANT, 5. GREEN COPY - DISTRICT OFFICE.

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9. Buyer also agrees that any farm drain tile lines or tile outlets, which are located within the proposed right of way and are damaged or destroyed by highway construction, shall be repaired or replaced at no expense to Seller. Where, by the terms of this contract, Buyer specifically agrees to construct and maintain fence, the same shall be constructed and maintained at no expense to the Seller. Buyer shall have the right of entry upon Seller's remaining property along the right of way line as necessary for the purpose of connecting said tile lines and constructing and maintaining said fence. Seller may pasture against said fence at his own peril, and Buyer will be held blameless and without liability for fencing private property or maintaining the same to restrain livestock.

~~10. In addition to the lump sum specified in Paragraph 4, the Buyer agrees to pay, reimburse or make adjustments for certain other claims and Seller agrees to accept the same as determined on the terms, conditions and procedures set forth herein.~~

11. The signing of this agreement by the Seller does not jeopardize his right to relocation assistance benefits for which he may be eligible under applicable State and Federal law.

12. There is no agreement to do or not to do any act or deed not stated herein and this written contract constitutes the entire agreement between the parties, except as are specifically provided for herein, or as the law of the State of Iowa may provide.

13. Upon completion of the work to be performed by Seller hereunder, Buyer will make payment to Seller in the lump sum amount of $25.00 which is the estimated cost for moving approximately five rods of fence.

RAYMOND A. CALLAHAN NOTARY PUBLIC IOWA

BUYER'S ACKNOWLEDGEMENT

STATE OF IOWA : ss

On this 5 day of September, 19 73, before me the undersigned Notary Public in and for the State of Iowa, personally appeared Gordon A. Sweitzer, to me personally known, who being by me duly sworn did say that he is _____, Right of Way Director of the Iowa State Highway Commission, and that said instrument was signed on behalf of said Commission by its authority duly recorded in its minutes, and the said Gordon A. Sweitzer acknowledged the execution of said instrument, which signature appears on Page 1 hereof, to be the voluntary act and deed of said Commission and by it voluntarily executed.

Raymond A. Callahan
Notary Public in and for the State of Iowa

Raymond A. Callahan

Parcel No. 24

County Madison

Project FN-169-3(3)--21-61

RIGHT OF WAY CONTRACT

Entered for taxation this _____ day of _____ A.D. 19 _____.

County Auditor

Filed for record on the 6 day of September, A.D. 19 73, at 11:27 o'clock A. M., and Recorded in Book 30 of Deeds, on Page 224.

Mary E. Kibby Recorder

By Shirley H. Kemp Deputy