

Parcel No. 23
Project No. FN-169-3(3)--21-61

County Madison
Road No. 169

THIS AGREEMENT made and entered into this ~~26~~ 26th day of June, A.D. 19 74, by and between

T. Wayne Tilton and Eleanor S. Tilton H & W

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

1. In consideration of the agreements, covenants and provisions herein contained, Seller hereby agrees to sell and furnish to the Buyer a deed of conveyance to the State of Iowa on form(s) furnished by the Buyer, and Buyer agrees to buy the following real estate hereinafter referred to as the premises:

NA of Sec. NA and parts of SW $\frac{1}{4}$, SE $\frac{1}{4}$ of Sec. 25 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:

W.D.	From Sta. <u>730+00+(PL)</u> to Sta. <u>731+40</u> a strip <u>200-75</u> ft. wide <u>North</u> side,
	From Sta. <u>731+40</u> to Sta. <u>739+00</u> a strip <u>75-80</u> ft. wide <u>North</u> side,
	From Sta. <u>739+00</u> to Sta. <u>743+18+(PL)</u> a strip <u>80-75</u> ft. wide <u>North</u> side,
	From Sta. <u>730+00+(PL)</u> to Sta. <u>743+18+(PL)</u> a strip <u>All land</u> ft. wide <u>South</u> side,
Temp. Ease.	From Sta. <u>736+75</u> to Sta. <u>737+25</u> a strip <u>90</u> ft. wide <u>North</u> side,
	From Sta. <u>742+75</u> to Sta. <u>743+18+(PL)</u> a strip <u>100</u> ft. wide <u>North</u> 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 rights of access to and from said highway from Sta. 730+00+(PL) to Sta. 743+18+(PL), reserving the right of access at stations 737+00 and 743+21. Buyer agrees to construct type "C" entrances at stations 737+00 and 743+21.3(joint) both left side.

2. This contract shall apply to and bind the legal successors in interest of the Seller and Seller further agrees to pay all liens and assessments against the premises, including all taxes assessed and payable at the time of delivery of the conveyance or delivery of possession, whichever be later, and to convey good and sufficient title by Warranty Deed.

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 \$ 16,000 and Seller (agrees to convey and) grants to Buyer the right of possession of the premises on the 1st day of Nov. 1974. Buyer agrees to pay (the balance of) the purchase price (\$ ~~17,720~~ 17,720) and Seller agrees (to convey) (and to surrender possession of) the premises on or before the ~~15~~ 15 day of ~~Feb.~~ Feb. 1975.

LUMP SUM BREAKDOWN

Land by fee 3.54 (acres) 80 rods fence _____ Other improvements _____ Severance damage to remainder _____ Control of Access _____ Permanent easement _____ Temporary easement for borrow, etc. _____ Buildings _____
Total land, fence, improvements and all damages whatsoever nature LUMP SUM \$ 33,720

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. In consideration of the premises Seller consents to the proposed establishment, realignment and/or any change of grade of said highway and hereby accepts payment under this contract for any and all damages arising therefrom.

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. Buyer may include mortgagees, lienholders, encumbrancers and taxing bodies as payees on warrants for contract payments made prior to Seller's conveyance of title. 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 Buyer may make immediate entry on the premises, if necessary, upon signing this contract, for the purpose of obtaining additional field information.

SELLER'S ACKNOWLEDGEMENT

STATE OF IOWA: ss
On (this 26 day) of June 19 74 before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared
T. Wayne Tilton
Eleanor S. Tilton

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

X T. Wayne Tilton
T. Wayne Tilton
3410 Orleans Ave.
Sioux City, Iowa 51106

X Eleanor S. Tilton
Eleanor S. Tilton

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.

Right of Way Agent -Notary Public in and for the State of Iowa
IOWA STATE HIGHWAY COMMISSION -Buyer
Recommended June 10 19 74
By R. B. Sutter

Approved: _____
By R. B. Sutter JUN 26 1974
Right of Way Director

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Documents Section, ROW Department, Iowa State

Highway Commission, Ames, Iowa 50010

9. If requested to do so, Seller will furnish and deliver to Buyer at an abstract of title continued to date hereof showing merchantable title to the above described property in Seller and to make all necessary abstract corrections and Buyer agrees to pay the cost of continuing the same. Buyer agrees to return the abstract to Seller after a reasonable time. Payments for such costs shall be made in addition to and as provided in Paragraph 10 below.

10. Buyer agrees to pay \$25.00 for the cost of abstracting this transaction, and agrees to reimburse Seller for mortgage pre-payment costs, mortgage release payments, documentary stamps, recording and other similar fees or costs necessary to the transfer of this real estate. All claims for payments of such costs shall be made on forms furnished by Buyer and paid in amounts supported by paid receipts or signed bills.

11. Seller warrants that there are no tenants on the premises holding under lease except as follows:

Robert Gideon (House) & Lyle Leeper (Land)

see addendum

Buyer shall take the premises subject to the rights of the tenant. Subject to the payment of the lump sum shown in Paragraph 4 above, Seller does hereby assign his rights under the terms of said lease to so much of the leased premises as is the subject of this contract.

12. If title to this property becomes an asset of any estate, trust, conservatorship or guardianship, Seller agrees to obtain court approval of this contract if deemed necessary by the Buyer's attorney.

13. Buyer also agrees that any farm field 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 field 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.

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

15. If mortgage or other liens, show name of holders and addresses Federal Land Bank of Omaha

16. The essence of this contract is the property described herein. It is understood and agreed that the (acreage) (square footage) shown herein may vary based on final survey. No adjustment in the agreed lump sum purchase price shall be made should the (acreage) (square footage) be subsequently determined as either more or less than shown herein.

17. 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.

18. Buyer is granted temporary easements as indicated on the reverse side for the purpose of constructing entrances. Temporary easements shall terminate upon completion of this highway project.

19. Included in this purchase of right of way are all improvements located thereon. Purchased by the State: House, 1 well and septic system.

20. Seller may have salvage rights to house structure until November 1, 1975. If not removed by this date Buyer may dispose of house as they see fit. If house is salvaged by Seller an amount of \$3000 will be deducted from the lump sum amount shown herein.

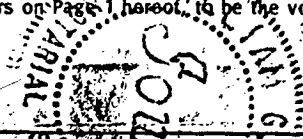
BUYER'S ACKNOWLEDGEMENT

STATE OF IOWA : ss

On this 26th day of June, 1974, before me the undersigned Notary Public in and for the State of Iowa, personally appeared Willis Youells, to me personally known, who being by me duly sworn did say that he is Assistant

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 Willis Youells 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.

William G. Kendall
Notary Public in and for the State of Iowa.



STATE OF IOWA, Woodbury COUNTY, ss:

On this 3 day of June, A. D. 1974, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared T. Wayne Tilton and Eleanor S. Tilton

to me known to be the identical persons named in and who executed the within and foregoing instrument, to which this is attached, and acknowledged that they executed the same as their voluntary act and deed.

Thole J. Schlotman
Notary Public in and for the State of Iowa