

Road No. 4575

Project No. U-10870  
(Non-Special ~~Special~~ Special)

86  
12-18-57

THIS AGREEMENT Made and entered into this 9 of December, A.D. 1957  
by and between Flornie and Russell Coppack

of the County of Pottawattamie Address 1600 Ave "G" Council Bluffs, party of the first part, and Iowa State Highway Commission, acting for the State of Iowa, party of the second part.  
WITNESSETH:

In consideration of \$1.00, receipt of which is hereby acknowledged, the party of the first part hereby agrees to furnish to the second party a warranty deed to the real estate situated in Sec. 26

2nd part

Twp. 75N Rge. 44W County of Pottawattamie State of Iowa, to-wit:  
From Sta. 22+67.9 (PL) to Sta. 23+98 (PL) a strip 34 ft. wide W 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,  
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. 22+67.9 (PL) to Sta. 23+98.0

First party gives second party right to encroach on east one foot of Lot 1 Block 6 Mullins Subd. for purposes of shaping & constructing sidewalks.

It is hereby agreed that possession of the premises is the essence of this contract and that party of the second part may take immediate possession of the premises upon signing of this contract, for the purposes above set forth, and ~~first~~ party further agrees to ~~convey~~ to ~~second~~ party ~~for~~ the consideration hereinafter named, on or before the 31 day of March, 1958

Party of the second part agrees to purchase the above described real estate and to pay therefor upon delivery of warranty deed conveying good and sufficient title.

Approximately \_\_\_\_\_ acres of R. O. W. at \$ \_\_\_\_\_ per acre-\$  
Approximately \_\_\_\_\_ acres of Borrow at \$ \_\_\_\_\_ per acre-\$  
Building \_\_\_\_\_ rods of new fence at \$ \_\_\_\_\_ per rod-\$  
Moving \_\_\_\_\_ rods of old fence at \$ \_\_\_\_\_ per rod-\$  
General \_\_\_\_\_ \$ \_\_\_\_\_  
Total Lump Sum encroachment, sod, all damage \$ 5.00

Should the acreage taken for highway be more or less than shown above, same is to be paid for at the agreed unit prices. Any and all verbal agreements are merged in this written contract. Should the highway as finally located require none of the real estate described, this contract becomes null and void. Any provisions on the reverse side of this contract are a part of this contract as fully as if written on this side. In consideration of the premises First Party consents to the establishment, realignment and/or any change of grade of said highway and waives any and all claims for damages arising therefrom.

(Signed) Russell Coppack Flornie Coppack

Party of the First Part

Approval Recommended 12-17, 1957. (Signed) IOWA STATE HIGHWAY COMMISSION,

By James T. Hayes Jr.  
Right of Way Agent

By E. John  
Right of Way Engineer

JAN 8 1958