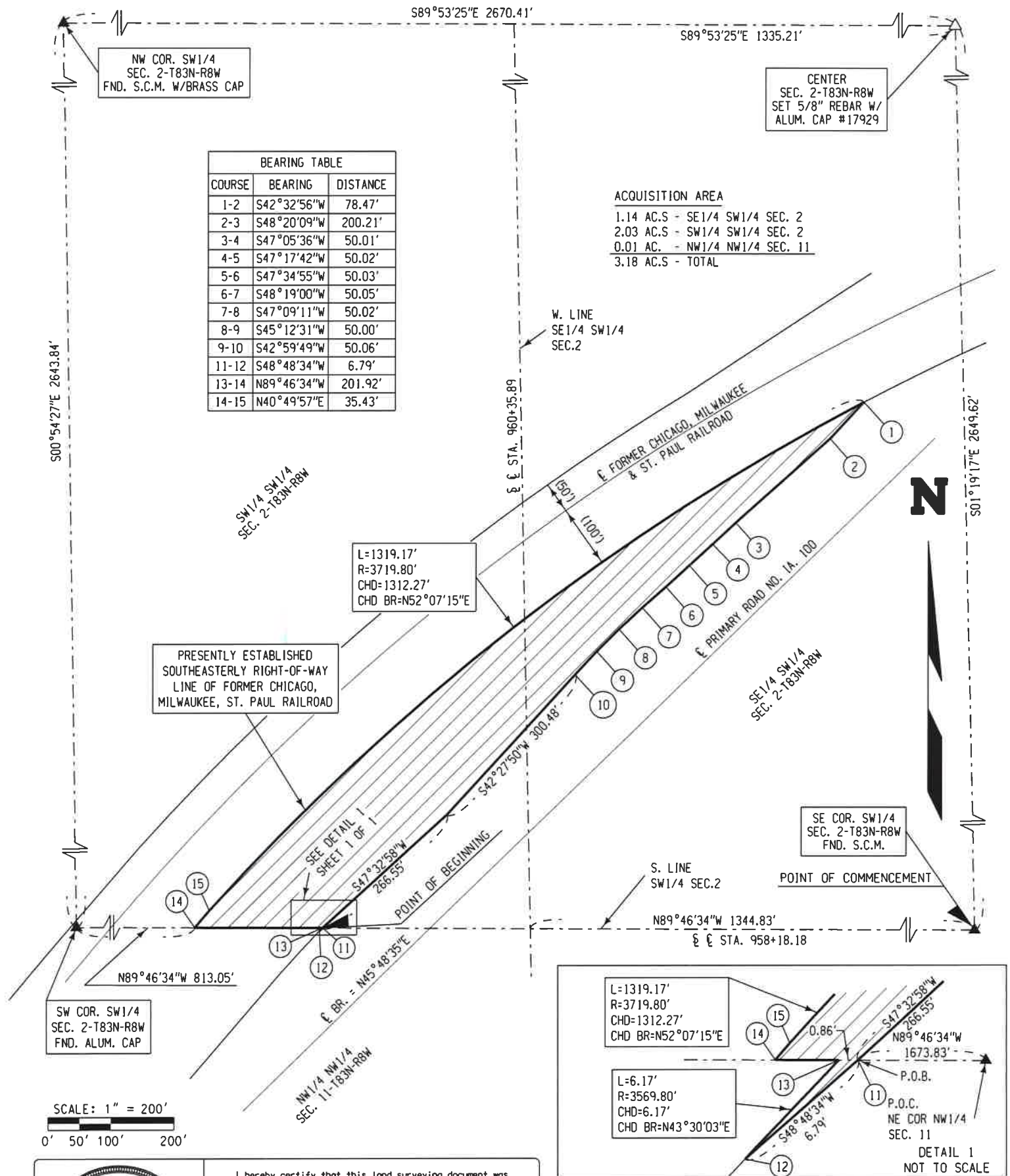


Iowa Department of Transportation

ACQUISITION PLAT
EXHIBIT "A" 1 OF 1

COUNTY LINN STATE CONTROL NO. _____
PROJECT NO. NHSN-100-1(40)--2R-57 PARCEL NO. 87
SECTION 2 TOWNSHIP 83N RANGE 8W
ROW-FEE 3.18 AC EASE _____ AC EXCESS-FEE _____ AC
ACCESS RIGHTS _____
ACQUIRED FROM _____



I hereby certify that this land surveying document was prepared and the related survey work was performed by me or under my direct personal supervision and that I am a duly licensed Land Surveyor under the laws of the State of Iowa.

Jeffrey R. Hutton 6/25/13
JEFFREY R. HUTTON LICENSE NO. 17929 DATE

My license is subject to renewal on December 31, 2013.
This certification applies only to the page upon which it appears.

**THE FEE SIMPLE TITLE GRANTED IS TO LAND DESCRIBED AS
FOLLOWS:**

A Parcel of land within the South One-half (S1/2) of the Southwest Quarter (SW1/4) of Section Two (2) excepting therefrom the North Sixteen and Two-thirds (16 2/3) acres and also excepting therefrom the land lying to the northwest of the Chicago, Milwaukee & St. Paul Railroad in Section Two (2), and in the North One-half (N1/2) of the Northwest Quarter (NW1/4) of Section Eleven (11), all in Township Eighty-Three (83) North, Range Eight (8) West of the Fifth Principal Meridian, all in Linn County, Iowa, said parcel being shown on Acquisition Plat Exhibit "A" (Sheet 1 of 1) attached hereto and by reference made a part hereof, more particularly described as follows:

Commencing at the southeast corner of the Southwest Quarter (SW 1/4) of Section 2, Township 83 North, Range 8 West of the Fifth Principal Meridian, Linn County, Iowa; thence North 89°46'34" West along the south line of said Southwest Quarter (SW1/4) a distance of 1673.83 feet to the Point of Beginning; thence South 48°48'34" West, 6.79 feet to the beginning of a 3569.80 foot radius non tangent curve, concave southeasterly also being on the southeasterly right-of-way line of the former Chicago, Milwaukee and St. Paul Railroad; thence northeasterly 6.17 feet along the arc of said curve and said southeasterly right-of-way line with a chord that bears North 43°30'03" East, 6.17 feet to the south line of said Southwest Quarter (SW 1/4); thence North 89°46'34" West along said south line 201.92 feet to the southeasterly right-of-way line of the former Chicago, Milwaukee and St. Paul Railroad; thence North 40°49'57" East along said southeasterly right-of-way line 35.43 feet to the beginning of a 3719.80 foot radius non tangent curve, concave southeasterly; thence northeasterly 1319.17 feet along the arc of said curve having a chord that bears North 52°07'15" East, 1312.27 feet; thence South 42°32'56" West, 78.47 feet; thence South 48°20'09" West, 200.21 feet; thence South 47°05'36" West, 50.01 feet; thence South 47°17'42" West, 50.02 feet; thence South 47°34'55" West, 50.03 feet; thence South 48°19'00" West, 50.05 feet; thence South 47°09'11" West, 50.02 feet; thence South 45°12'31" West, 50.00 feet; thence South 42°59'49" West, 50.06

Linn County, Iowa
NHSN-100-1(40) -2R-57
Parcel 87 - Excess
Date: December 5, 2012

feet; thence South 42°27'50" West, 300.48 feet; thence South 47°32'58" West, 266.55 feet to the south line said Southwest Quarter (SW1/4) and the Point of Beginning, containing 3.18 acres, more or less.

Basis of Bearing: The east line of the Southwest Quarter (SW 1/4) of said Section 2 is assumed to bear North 01°19'17" West.

Linn County, Iowa
NHSN-100-1(40) -2R-57
Parcel 87 – Excess
Date: December 5, 2012

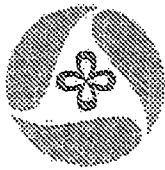
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Page 2 of 2

BK: 8812 PG: 372
Recorded: 10/2/2013 at 2:06:40.500 PM
Fee Amount: \$37.00
Revenue Tax:
Joan McCalmant RECORDER
Linn County, Iowa
Unique Doc ID: 2232805

Return to and Prepared by Valerie Goethals, Right of Way Office, Iowa Department of Transportation,
800 Lincoln Way, Ames, IA 50010, 515-239-1361

Form 634026 (01-13)



Iowa Department of Transportation

Office of Right of Way, 800 Lincoln Way, Ames, Iowa 50010

Ph: 515-239-1135

Toll-Free: 866-282-5809

FAX: 515-239-1247

www.iowadot.gov

PURCHASE AGREEMENT

Parcel Number: 87 County: Linn

Project Number: NHSN-100-1(40)--2R-57 Route Number: 100

Seller: Thomas C. Gruber and Ellin K. Gruber, husband and wife

THIS AGREEMENT entered into this 30th day of September, 2013
by and between, Seller and the Iowa Department of Transportation, acting for the State of Iowa, Buyer.

1. The Seller agrees to sell and furnish to the Buyer a conveyance document, on form(s) furnished by the Buyer, and the Buyer agrees to buy the following real estate, hereinafter referred to as the premises, in parts of the following: SE1/4SW1/4 and SW1/4SW1/4 of Section 2; and the NW1/4NW1/4 of Section 11, all in Township 83 North, Range 8 West, in the County of Linn, State of Iowa, and more particularly described on pages 4, 5, 6, and 7 including the following buildings, improvements and other property:

All land, trees, shrubs, landscaping and surfacing attached to the premises sought and described herein

2. The Buyer agrees to pay, and the Seller agrees to grant, the right of possession, convey title and surrender physical possession of the premises as shown on or before the dates listed below:

Payment Amount	Agreed Performance	Date of Performance
	On conveyance of title	
	On surrender of possession	
\$230,000.00	On possession and conveyance	90 days after Buyer approval
\$230,000.00	Total Lump-Sum Amount	

Breakdown	Ac/Sq. Ft.		
Land by fee title	18.33 acres	Fence	0 rods woven
Underlying fee title	0	Fence	0 rods barbed
Permanent easement	0		

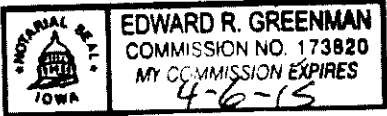
3. Possession of the premises is the essence of this agreement and the Buyer may enter and assume full use and enjoyment of the premises per the terms of this agreement. The Seller grants the Buyer the immediate right to enter the premises for the purpose of gathering survey and soil data. The Seller may surrender possession of the premises, building, improvement, or any part thereof, prior to the time that he/she has agreed to do so, and agrees to give the Buyer 10 days notice of the Seller's intention to surrender possession by calling the Buyer at 1-866-282-5809.
4. The Seller warrants that there are no tenants on the premises holding under lease, except: None affected
5. This agreement shall apply to and bind the legal successors in interest of the Seller, and the Seller agrees to pay all liens and assessments against the premises, including all taxes and special assessments payable until surrender of possession, as required by the Iowa Code section 427.2 and agrees to warrant good and sufficient title. Names and addresses of lien holders are: None
6. The Buyer may include mortgagees, lien holders, encumbrances, and taxing authorities as payees on warrants issued in payment of this agreement. In addition to the total lump-sum payment amount, the Buyer agrees to pay \$150.00 for the cost of adding title documents required by this transaction to the Seller's abstract of title. If requested to do so, the Seller will deliver to the Iowa Department of Transportation, Office of Right of Way, 800 Lincoln Way, Ames, IA 50010, an abstract of title to the premises. The Buyer agrees to pay the cost of abstract continuation. The Seller agrees to provide the documents as may be required by Iowa Land Title Standards to convey merchantable title to the Buyer. The Seller also agrees to obtain court approval of this agreement, if requested by the Buyer, in the event title to the premises becomes an asset of any estate, trust, conservatorship or guardianship. The Buyer agrees to pay court approval costs and all other costs necessary to transfer the premises to the Buyer, except attorney fees. Claims for such transfer costs shall be paid in amounts supported by paid receipts or signed invoices.
7. The Buyer agrees that any agricultural drain tiles that are located within the premises that are damaged or require relocation by highway construction shall be repaired or relocated at no expense to the Seller. Where the Buyer specifically agrees to construct and maintain fence, the fence shall be constructed and maintained for vehicle access control purposes at no expense to the Seller. The Buyer has the right of entry upon the Seller's remaining property along the right-of-way line, if necessary, for the purpose of connecting the drain tile, and constructing and maintaining the fence. The Seller may pasture against the fence at his/her own risk. The Buyer will not be liable for fencing private property or maintaining it to restrain livestock.
8. 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 agreement, the 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.
9. These premises are being acquired for public purposes. This transfer is exempt from the requirements for the filing of a "Declaration of Value" in accordance with Iowa Code section 428A.1.
10. 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. The Seller consents to any change of grade of the highway and accepts payment under this agreement for any and all damages arising from those changes. The Seller acknowledges full settlement and payment from the Buyer for all claims per the terms of this agreement, and discharges the Buyer from liability because of this agreement and the construction of the public improvement project.
11. The Seller states and warrants that, to the best of the Seller's knowledge, there is no burial site, well, solid waste disposal site, private sewage disposal systems, hazardous substance or underground storage tank on the premises, except: None
12. This written agreement 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.
13. Buyer hereby gives notice of Seller's five-year right to renegotiate construction or maintenance damages not apparent at the time of the signing of this agreement as required by the Code of Iowa, Section 6B.52.
14. It is understood and agreed that the Buyer will construct and maintain access control fencing along Highway 100 from Sta. 941+54.72 to Sta. 973+33.34, main line, South side.
15. All 2013 growing crops are reserved to the Seller, if removed by Dec. 1, 2013. Any crops not removed by that date shall become the property of the Buyer. Should the Buyer require possession of the premises prior to Dec. 1, 2013, the Buyer may enter and damage or destroy the crop. The Buyer shall compensate the Seller for the damaged or destroyed crop based upon a rate of \$1,250 per acre.
16. It is understood and agreed that the Total Lump Sum Amount on Page 1 includes \$ 10,000 for damages to approximately 1.66 acres lying along the Northeastern border of the property that will become inaccessible by the Owner's farm equipment due to the acquisition.
17. It is understood and agreed that the Trees located in the acquisition area are reserved to the Seller if removed before 12-1-13. Any Trees remaining in the acquisition area after 12-1-13 become the property of the Buyer. The Seller agrees to leave at least a 1 foot stump on any taken trees.

Seller's signature and claimant's certification: Upon due approval and execution by the Buyer, the undersigned sellers/claimants certify the total lump-sum payment amount shown here is just and unpaid.

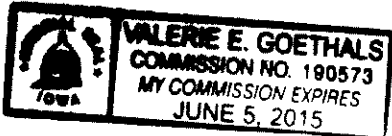
x Thomas C. Gruber
Thomas C. Gruber
10000 Deer Valley Dr.
Toddville, IA 52341

x Ellin K. Gruber
Ellin K. Gruber

This section to be completed by a Notary Public.

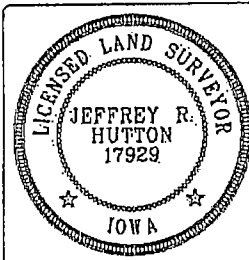
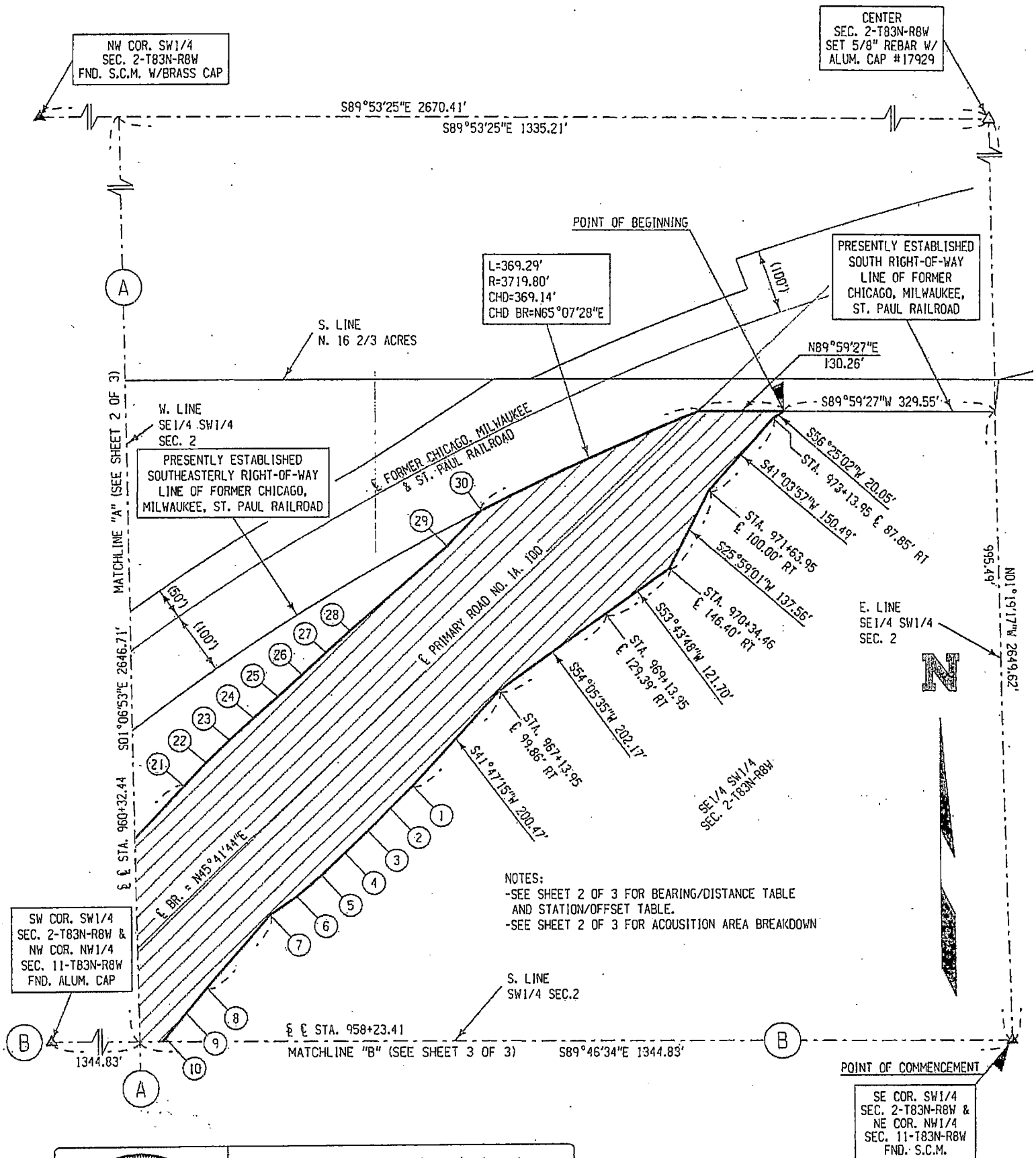
SELLER'S ACKNOWLEDGEMENT	CAPACITY CLAIMED BY SIGNER:
STATE OF <u>Iowa</u> }	<input checked="" type="checkbox"/> INDIVIDUAL
COUNTY OF <u>Linn</u> } ss:	<input type="checkbox"/> CORPORATE
On this <u>11th</u> day of <u>SEPTEMBER</u> A.D. 2013	Title(s) of Corporate Officer(s):
before me, the undersigned, a notary public in and for said state, personally appeared <u>Thomas C. Gruber and Ellin K. Gruber</u>	
<input type="checkbox"/> to me personally known; or	<input type="checkbox"/> Corporate Seal is affixed
<input checked="" type="checkbox"/> proved to me on the basis of satisfactory evidence to be the person (s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.	<input type="checkbox"/> No Corporate Seal procured
<u>Edward R. Greenman</u> (Sign in ink)	<input type="checkbox"/> Limited Partnership
<u>EDWARD R. GREENMAN</u> (Print/type name)	<input type="checkbox"/> General Partnership
Notary Public in and for the State of <u>Iowa</u>	<input type="checkbox"/> ATTORNEY-IN-FACT
My commission expires <u>4-6-15</u>	<input type="checkbox"/> EXECUTOR(s) or TRUSTEE(s)
(NOTARIAL SEAL)	<input type="checkbox"/> GUARDIAN(s) or CONSERVATOR(s)
	<input type="checkbox"/> Other:
	SIGNER IS REPRESENTING: List name(s) of entity(ies) or person(s)

BUYER'S APPROVAL	
Recommended by	
(Sign in ink): X <u>Edward R. Greenman</u>	(Date) <u>9-16-13</u>
(Printed Name): <u>Edward R Greenman</u>	
Approved by	
(Sign in ink): X <u>Martin J. Sankey</u>	(Date) <u>SEP 30 2013</u>
(Printed Name): <u>Martin J. Sankey</u>	

BUYER'S ACKNOWLEDGEMENT	
STATE OF <u>IOWA</u> }	
COUNTY OF <u>STORY</u> } ss:	
On this <u>30th</u> day of <u>September</u> 2013	
personally appeared <u>ROW Director, Martin J. Sankey</u> known to me to be a Right of Way Director of the Buyer and who did say that the instrument was signed on behalf of the Buyer by its authority duly recorded in its minutes, and said right of way director acknowledged the execution of the instrument, whose signature appears hereon, to be the voluntary act and deed of the Buyer, and by it voluntarily executed.	
	
(NOTARIAL SEAL)	<u>Valerie E. Goethals</u> Notary Public in and for the State of Iowa

ACQUISITION PLAT
EXHIBIT "A" 1 OF 3

COUNTY LINN STATE CONTROL NO. _____
PROJECT NO. NHSN-100-1(40)--2R-57 PARCEL NO. 87
SECTION 2 & 11 TOWNSHIP 83N RANGE 8W
ROW-FEE 15.15 AC EASE _____ AC EXCESS-FEE _____ AC
ACCESS RIGHTS _____
ACQUIRED FROM _____



I hereby certify that this land surveying document was prepared and the related survey work was performed by me or under my direct personal supervision and that I am a duly licensed Land Surveyor under the laws of the State of Iowa.

Jeffrey R. Hutton 12/14/12
JEFFREY R. HUTTON LICENSE NO. 17929 DATE

My license is subject to renewal on December 31, 2013.
This certification applies only to Sheets
1 of 3, 2 of 3 and 3 of 3

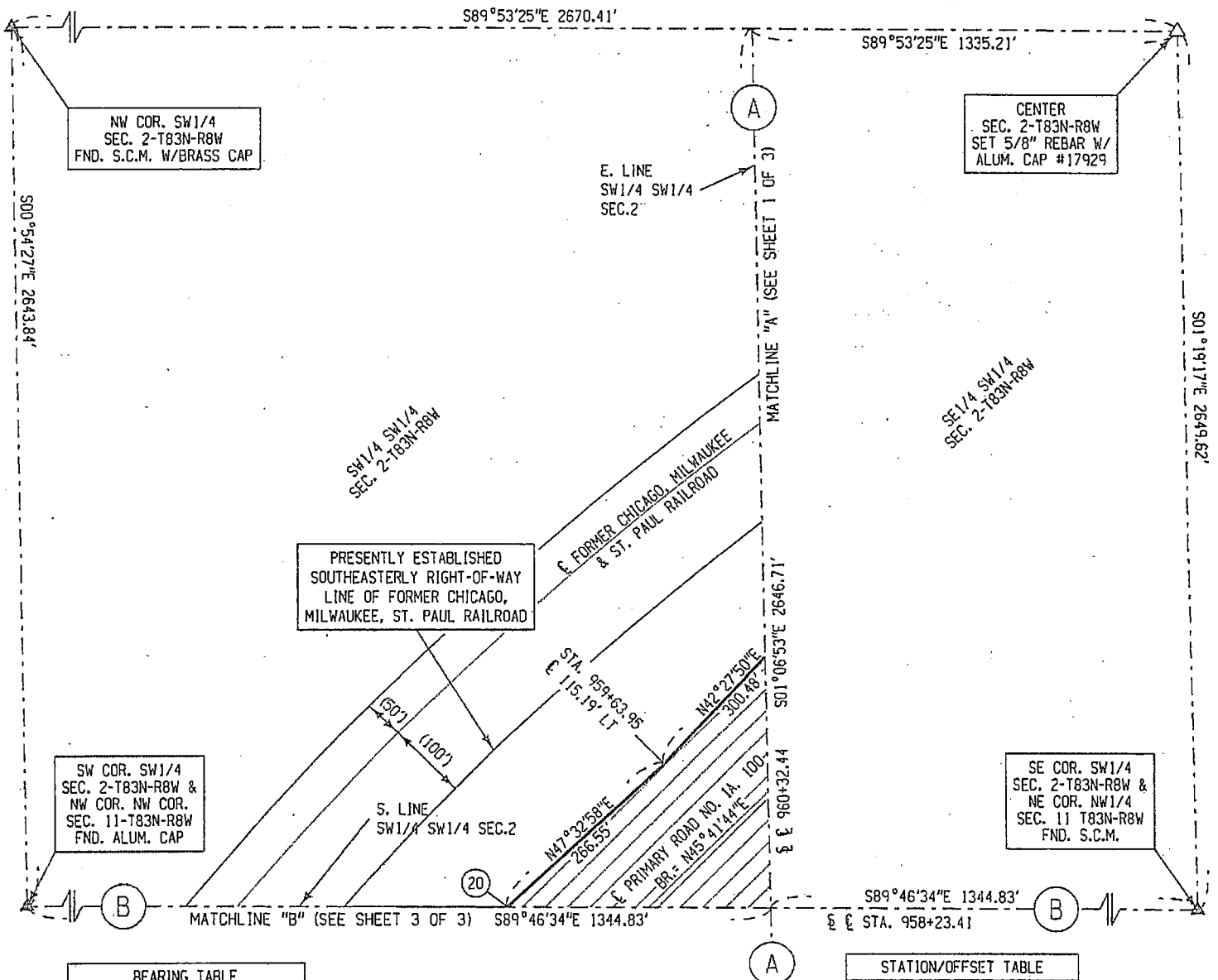
LEGEND:

- △ SET 5/8" REBAR W/ALUM. CAP #17929
- △ FOUND SECTION CORNER AS NOTED
- ⊙ FOUND MONUMENT AS NOTED
- () RECORD BEARING/DISTANCE

SCALE: 1" = 200'
0' 50' 100' 200'

ACQUISITION PLAT
EXHIBIT "A" 2 OF 3

COUNTY LINN STATE CONTROL NO. _____
PROJECT NO. NHSN-100-1(40)--2R-57 PARCEL NO. 87
SECTION 2 & 11 TOWNSHIP 83N RANGE 8W
ROW-FEE 15.15 AC EASE _____ AC EXCESS-FEE _____ AC
ACCESS RIGHTS _____
ACQUIRED FROM _____



BEARING TABLE		
COURSE	BEARING	DISTANCE
1-2	S44°28'15\"W	50.01'
2-3	S43°26'50\"W	50.04'
3-4	S44°41'42\"W	50.01'
4-5	S45°54'29\"W	50.00'
5-6	S49°11'53\"W	50.09'
6-7	S54°41'25\"W	50.62'
7-8	S40°19'14\"W	150.66'
8-9	S39°21'02\"W	50.31'
9-10	S39°59'04\"W	50.25'
10-11	S42°07'13\"W	50.10'
11-12	S41°23'45\"W	50.14'
12-13	S42°06'31\"W	50.10'
13-14	S41°01'38\"W	50.17'
14-15	S50°00'54\"W	50.14'
15-16	S43°47'46\"W	79.78'
16-17	S47°48'01\"W	77.25'
17-18	S47°15'14\"W	93.10'
19-20	N48°48'34\"E	6.79'
21-22	N42°59'49\"E	50.06'
22-23	N45°12'31\"E	50.00'
23-24	N47°09'11\"E	50.02'
24-25	N48°19'00\"E	50.05'
25-26	N47°34'55\"E	50.03'
26-27	N47°17'42\"E	50.02'
27-28	N47°05'36\"E	50.01'
28-29	N48°20'09\"E	200.21'
29-30	N42°32'56\"E	78.47'

ACQUISITION AREA

6.32 AC.2 - SE1/4 SW1/4 SEC. 2
1.15 AC.S - SW1/4 SW1/4 SEC. 2
0.02 AC - NE1/4 NW1/4 SEC. 11
7.66 AC.S - NW1/4 NW1/4 SEC. 11
15.15 AC.S - TOTAL

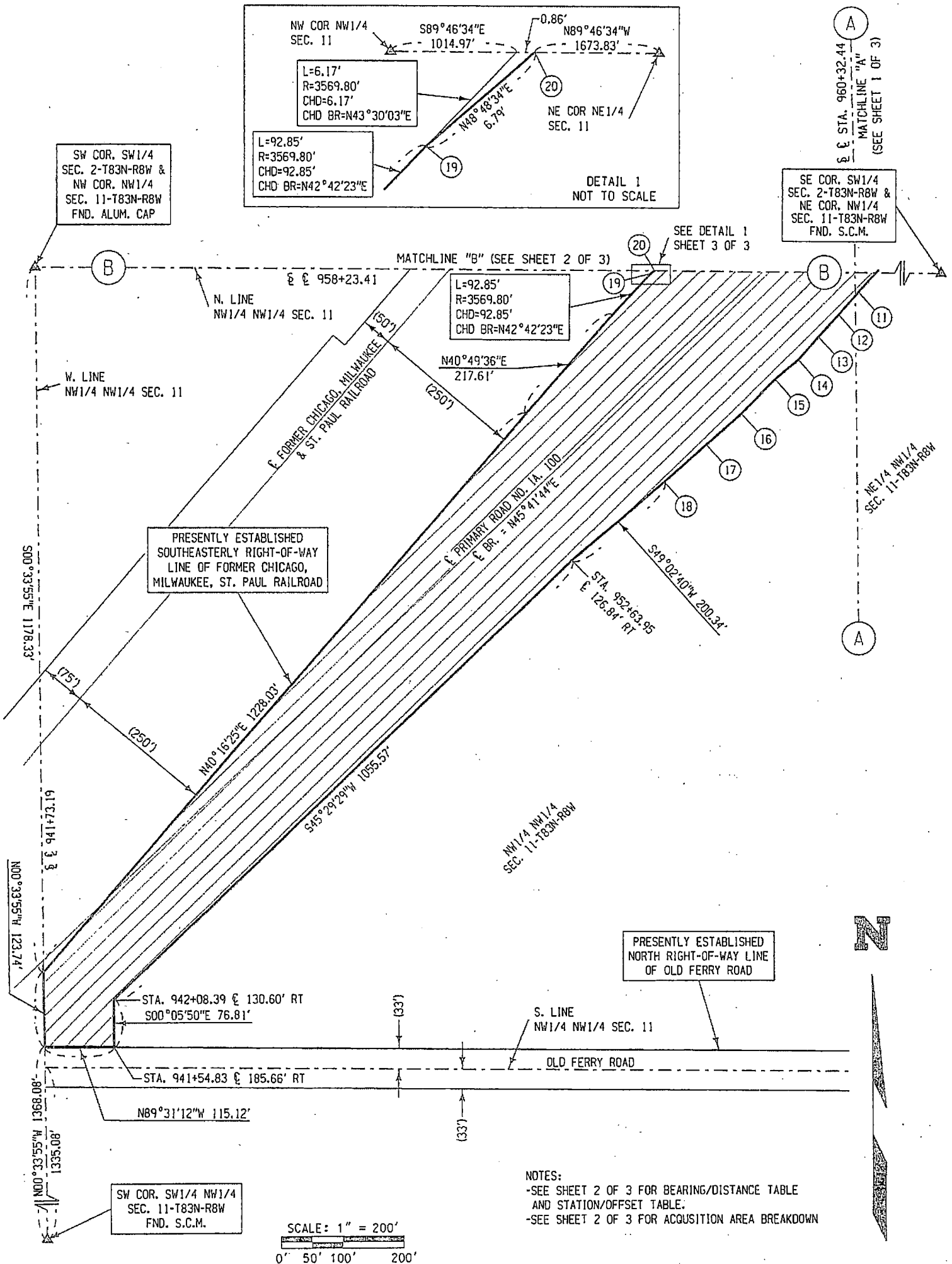
STATION/OFFSET TABLE		
POINT	STATION	OFFSET
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2	964+63.95	114.59' RT
3	964+13.95	116.56' RT
4	963+63.95	117.43' RT
5	963+13.95	117.25' RT
6	962+63.95	114.18' RT
7	962+13.95	106.27' RT
8	960+63.95	120.38' RT
9	960+13.95	125.94' RT
10	959+63.95	130.94' RT
11	959+13.95	134.07' RT
12	958+63.95	137.83' RT
13	958+13.95	140.96' RT
14	957+63.95	145.04' RT
15	957+13.95	141.27' RT
16	956+34.22	143.91' RT
17	955+57.02	141.07' RT
18	954+63.95	138.54' RT
19	956+90.76	124.18' LT
20	956+97.54	123.81' LT
21	962+63.95	132.13' LT
22	963+13.95	134.49' LT
23	963+63.95	134.91' LT
24	964+13.95	133.64' LT
25	964+63.95	131.35' LT
26	965+13.95	129.70' LT
27	965+63.95	128.31' LT
28	966+13.95	127.09' LT
29	968+13.95	117.86' LT
30	968+79.57	121.47' LT

SCALE: 1" = 200'
0' 50' 100' 200'

Iowa Department of Transportation
ACQUISITION PLAT
EXHIBIT "A" 3 OF 3

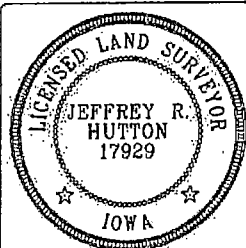
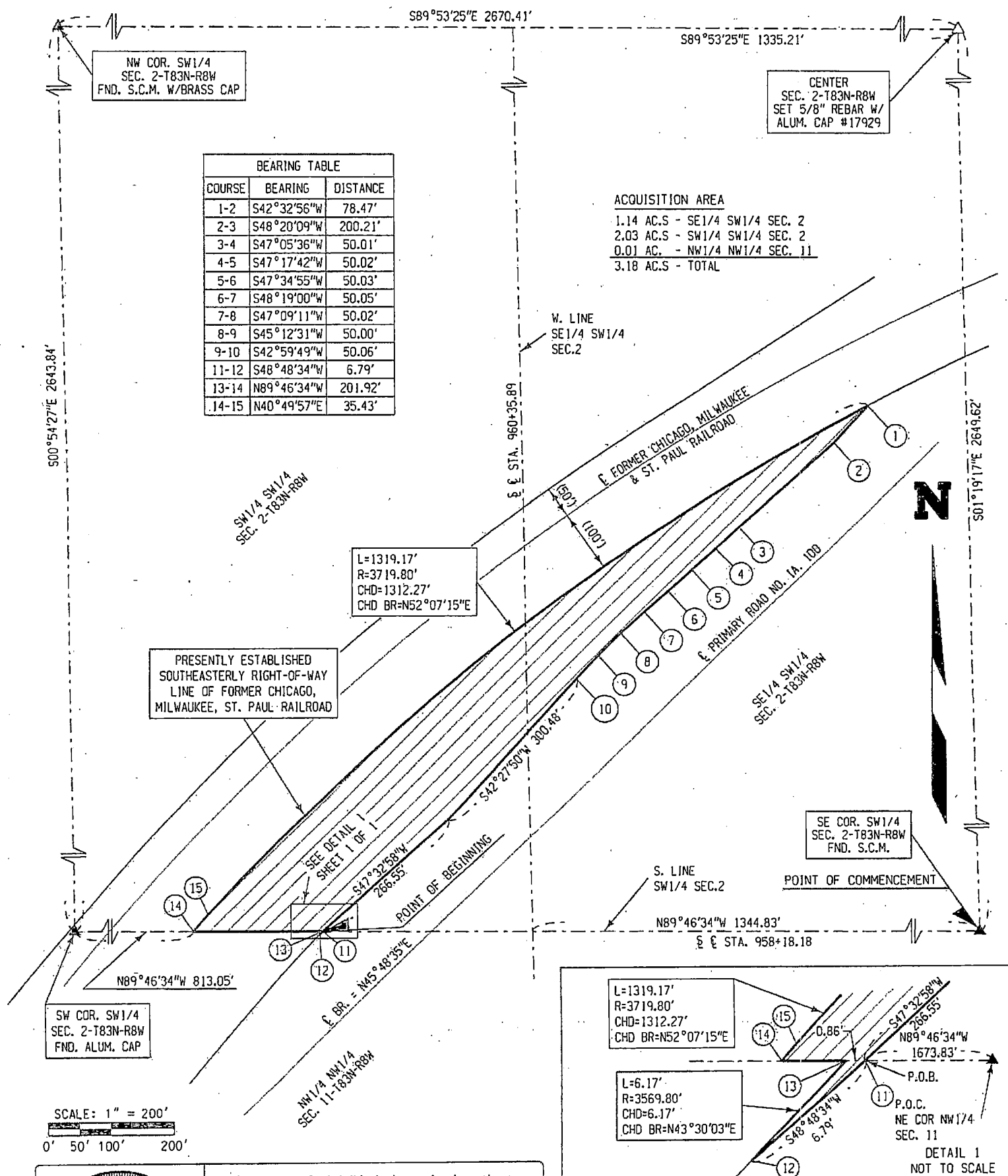
PAGE 6

COUNTY LINN STATE CONTROL NO. _____
PROJECT NO. NHSN-100-1(40)--2R-57 PARCEL NO. 87
SECTION 2 & 11 TOWNSHIP 83N RANGE 8W
ROW-FEE 15.15 AC EASE _____ AC EXCESS-FEE _____ AC
ACCESS RIGHTS _____
ACQUIRED FROM _____



PAGE 7

COUNTY LINN STATE CONTROL NO. _____
PROJECT NO. NHSN-100-1(40)--2R-57 PARCEL NO. 87
SECTION 2 TOWNSHIP 83N RANGE 8W
ROW-FEE 3.18 AC EASE _____ AC EXCESS-FEE _____ AC _____
ACCESS RIGHTS _____
ACQUIRED FROM _____



JEFFREY R. HUTTON LICENSE NO. 17929 6/25/13

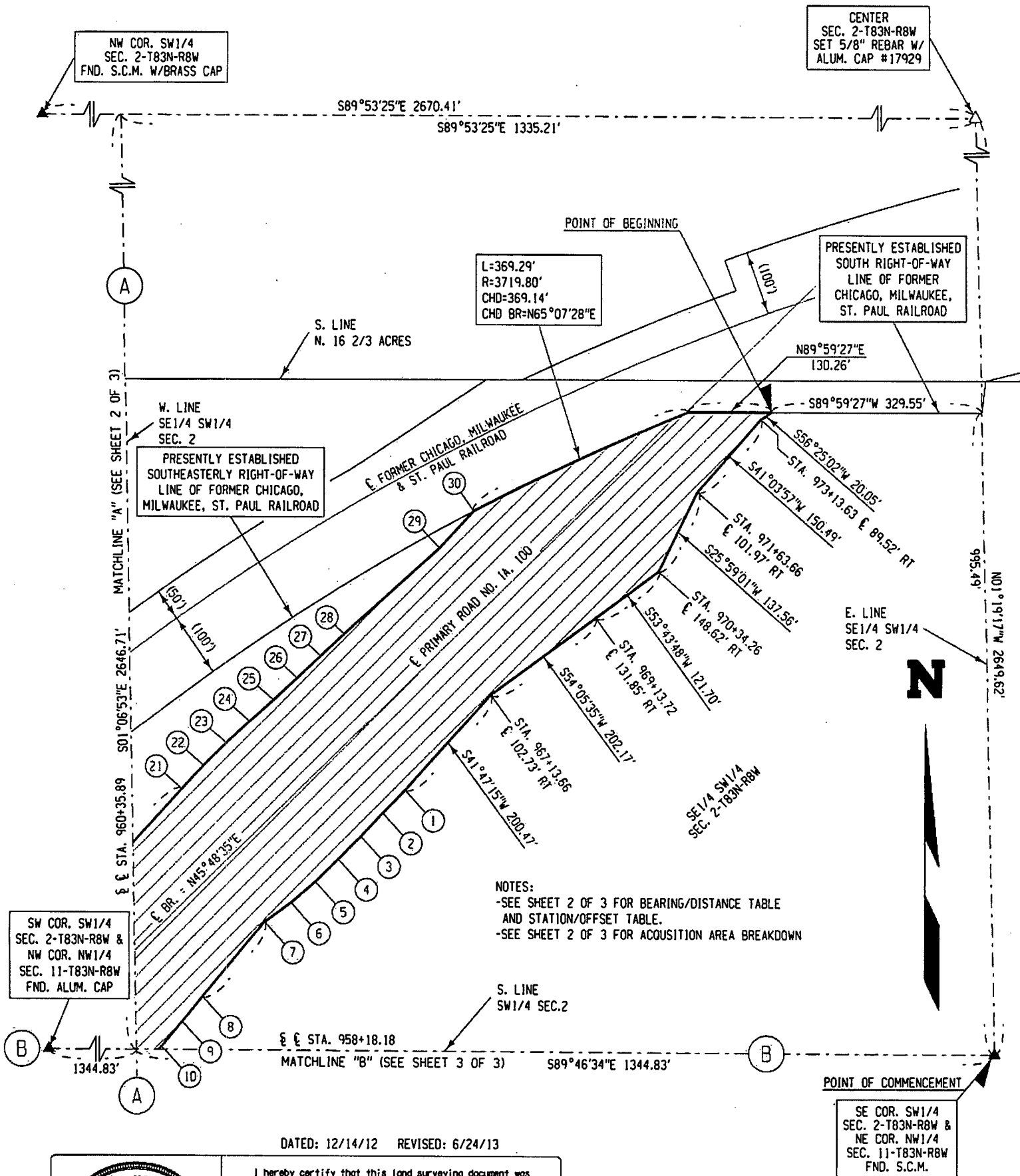
My license is subject to renewal on December 31, 2013.
This certification applies only to the page
upon which it appears.

△ SET 5/8" REBAR W/ALUM. CAP #17929
 △ FOUND SECTION CORNER AS NOTED
 ● FOUND MONUMENT AS NOTED
 () RECORD BEARING/DISTANCE

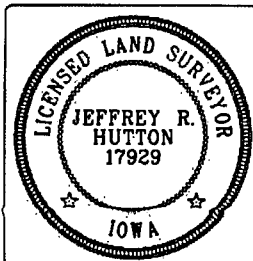
Iowa Department of Transportation

ACQUISITION PLAT EXHIBIT "A" 1 OF 3

COUNTY LINN STATE CONTROL NO. _____
 PROJECT NO. NHSN-100-1(40)--2R-57 PARCEL NO. 87
 SECTION 2 & 11 TOWNSHIP 83N RANGE 8W
 ROW-FEE 15.15 AC EASE _____ AC EXCESS-FEE _____ AC
 ACCESS RIGHTS _____
 ACQUIRED FROM THOMAS C. GRUBER & ELM K. GRUBER



DATED: 12/14/12 REVISED: 6/24/13



I hereby certify that this land surveying document was prepared and the related survey work was performed by me or under my direct personal supervision and that I am a duly licensed Land Surveyor under the laws of the State of Iowa.

Jeffrey R. Hutton 6/25/13
 JEFFREY R. HUTTON LICENSE NO. 17929 DATE


My license is subject to renewal on December 31, 2013.
 This certification applies only to Sheets 1 of 3, 2 of 3 and 3 of 3

ACQUISITION PLAT
EXHIBIT "A" 2 OF 3

ACQUISITION AREA				
6.32	AC.2 -	SE1/4	SW1/4	SEC. 2
1.15	AC.S -	SW1/4	SW1/4	SEC. 2
0.02	AC -	NE1/4	NW1/4	SEC. 11
7.66	AC.S -	NW1/4	NW1/4	SEC. 11
15.15	AC.S -	TOTAL		

POINT	STATION	OFFSET
1	965+13.69	116.79' RT
2	964+63.69	117.96' RT
3	964+13.69	120.02' RT
4	963+63.69	120.99' RT
5	963+13.69	120.91' RT
6	962+63.69	117.95' RT
7	962+13.67	110.13' RT
8	960+63.70	124.54' RT
9	960+13.71	130.20' RT
10	959+63.72	135.30' RT
11	959+13.73	138.53' RT
12	958+63.74	142.38' RT
13	958+13.74	145.62' RT
14	957+63.75	149.80' RT
15	957+13.74	146.12' RT
16	956+34.01	148.93' RT
17	955+56.81	146.24' RT
18	954+63.74	143.90' RT
19	956+90.02	119.28' LT
20	956+96.80	118.92' LT
21	962+63.20	128.37' LT
22	963+13.19	130.82' LT
23	963+63.19	131.35' LT
24	964+13.19	130.18' LT
25	964+63.20	127.99' LT
26	965+13.20	126.44' LT
27	965+63.20	125.14' LT
28	966+13.21	124.02' LT
29	968+13.22	115.20' LT
30	968+91.57	119.66' LT

SCALE: 1" = 200'

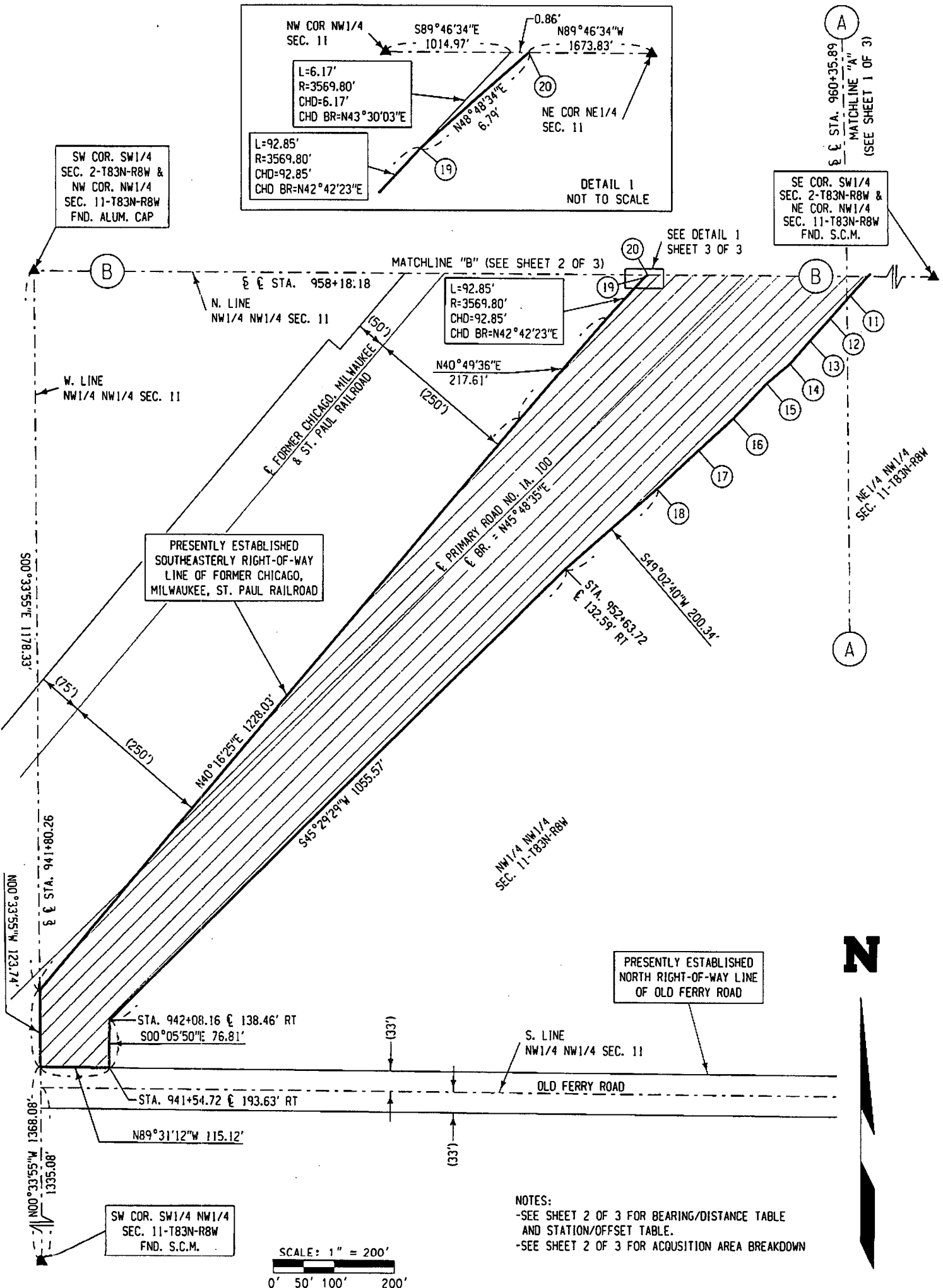


A horizontal scale bar with alternating black and white segments. Below the bar are tick marks and labels for 0', 50', 100', and 200'.

Iowa Department of Transportation

ACQUISITION PLAT EXHIBIT "A" 3 OF 3

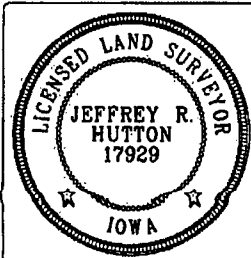
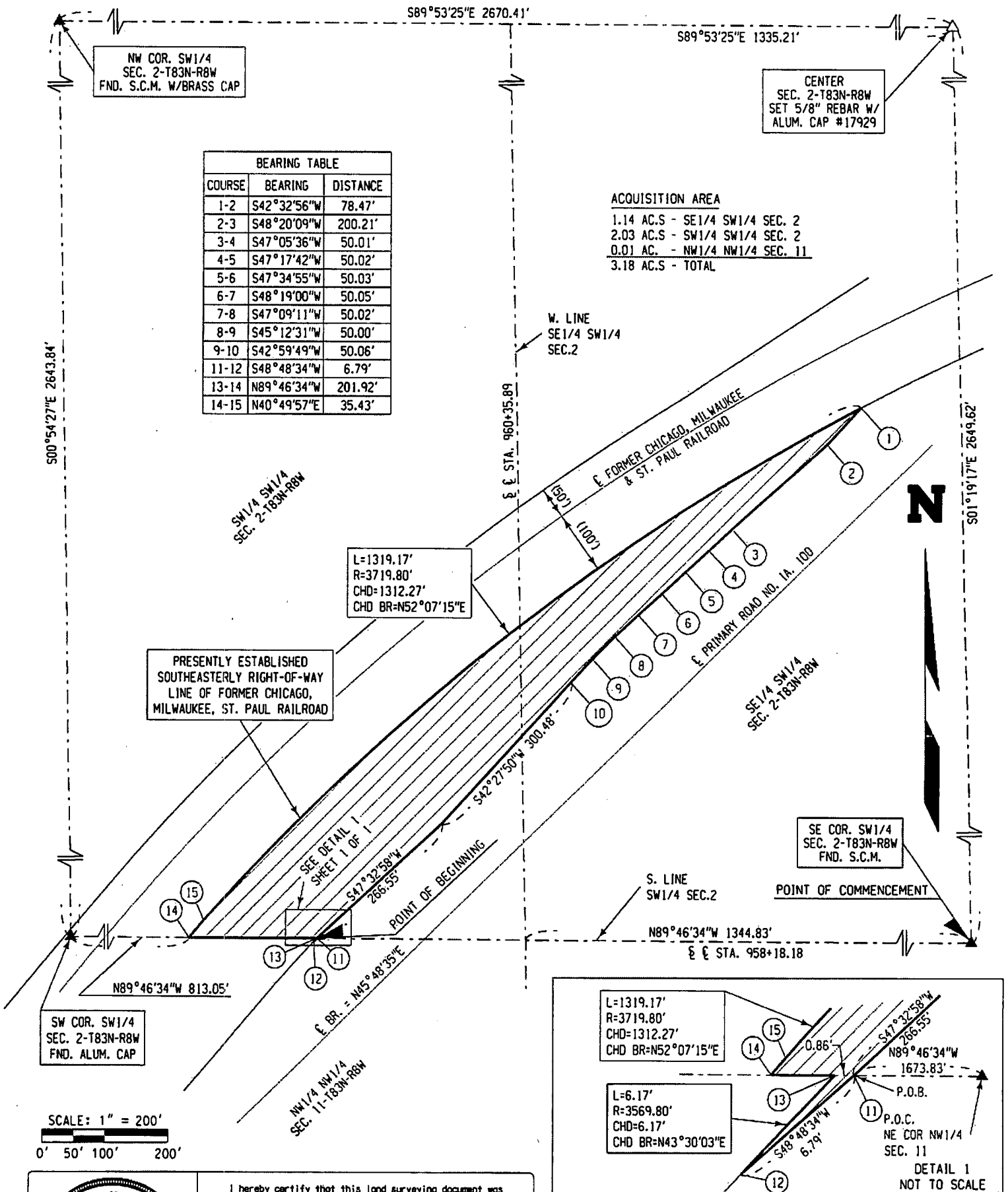
COUNTY LINN STATE CONTROL NO. _____
 PROJECT NO. NHSN-100-1(40)--2R-57 PARCEL NO. 87
 SECTION 2 & 11 TOWNSHIP 83N RANGE 8W
 ROW-FEE 15.15 AC EASE _____ AC EXCESS-FEE _____ AC
 ACCESS RIGHTS _____
 ACQUIRED FROM THOMAS C. GRUBER & ELWIN K. GRUBER



Iowa Department of Transportation

ACQUISITION PLAT
EXHIBIT "B" 1 OF 1

COUNTY LINN STATE CONTROL NO. _____
PROJECT NO. NHSN-100-1(40)--2R-57 PARCEL NO. 87
SECTION 2 TOWNSHIP 83N RANGE 8W
ROW-FEE 3.18 AC EASE _____ AC EXCESS-FEE _____ AC
ACCESS RIGHTS _____
ACQUIRED FROM THOMAS C. GRUBER & ELWIN K. GRUBER



I hereby certify that this land surveying document was prepared and the related survey work was performed by me or under my direct personal supervision and that I am a duly licensed Land Surveyor under the laws of the State of Iowa.

Jeffrey R. Hutton 6/25/13
JEFFREY R. HUTTON LICENSE NO. 17929 DATE

My license is subject to renewal on December 31, 2013.
This certification applies only to the page upon which it appears.

BK: 8856 PG: 218
Recorded: 11/26/2013 at 9:28:43.963 AM
Fee Amount: \$52.00
Revenue Tax: \$351.20
Joan McCalmant RECORDER
Linn County, Iowa
Unique Doc ID: 2242082



Prepared by: Katie A. Johnson, Office of Right of Way, 800 Lincoln Way, Ames, IA 50010, 515-239-1633
Return to: Katie A. Johnson, Office of Right of Way, 800 Lincoln Way, Ames, IA 50010, 515-239-1633
Address Tax Statements: Tax Exempt-IA Code Sec. 427.1 (Prop Mgmt-ROW Office, IDOT, 800 Lincoln Way, Ames, IA 50010)

WARRANTY DEED

For the consideration of **TWO HUNDRED TWENTY THOUSAND AND NO/100----- (\$220,000.00)-----DOLLARS** and other valuable consideration in hand paid by Iowa Department of Transportation, **THOMAS C. GRUBER** and **ELLIN K. GRUBER**, husband and wife, do hereby convey to the **STATE OF IOWA** the following described real estate in Linn County, Iowa:

THE FEE SIMPLE TITLE GRANTED IS TO LAND DESCRIBED AS FOLLOWS:

A Parcel of land within the North One-half (N1/2) of the Northwest Quarter (NW1/4) of Section Eleven (11), the South One-half (S1/2) of the Southwest Quarter (SW1/4) of Section Two (2) excepting therefrom the North Sixteen and Two-third (16 2/3) acres and also excepting therefrom the land lying to the northwest of the Chicago, Milwaukee & St. Paul Railroad in Section Two (2) and Section Eleven (11), Township Eighty-Three (83) North, Range Eight (8) West of the 5th P.M., all being in Linn County, Iowa, said parcel being shown on Acquisition Plat Exhibit "A" (1 of 3, 2 of 3 and 3 of 3) attached hereto and by reference made a part hereof, more particularly described as follows:

Commencing at the southeast corner of the Southwest Quarter (SW 1/4) of Section 2, Township 83 North, Range 8 West of the 5th P.M., Linn County, Iowa; thence North 01°19'17" West along the east line of said SW1/4 a distance of 995.49 feet to the south right-of-way line of said Chicago, Milwaukee & St. Paul Railroad; thence South 89°59'27" West along said south right-of-way line 329.55 feet to the Point of Beginning; thence South 56°25'02" West, 20.05 feet; thence South 41°03'57" West, 150.49 feet; thence South 25°59'01" West, 137.56 feet; thence South 53°43'48" West, 121.70 feet; thence South 54°05'35" West, 202.17 feet; thence South 41°47'15" West, 200.47 feet; thence South 44°28'15" West, 50.01 feet; thence South 43°26'50" West, 50.04 feet; thence South 44°41'42" West, 50.01 feet; thence South 45°54'29" West, 50.00 feet; thence South 49°11'53" West, 50.09 feet; thence South 54°41'25" West, 50.62 feet; thence South 40°19'14" West, 150.66 feet; thence South 39°21'02" West, 50.31 feet; thence South 39°59'04" West, 50.25 feet; thence South 42°07'13" West, 50.10 feet; thence South 41°23'45" West, 50.14 feet; thence South 42°06'31" West, 50.10 feet; thence South 41°01'38" West, 50.17 feet; thence South 50°00'54" West, 50.14 feet; thence South 43°47'46" West, 79.78 feet;

thence South 47°48'01" West, 77.25 feet; thence South 47°15'14" West, 93.10 feet; thence South 49°02'40" West, 200.34 feet; thence South 45°29'29" West, 1055.57 feet; thence South 00°05'50" East, 76.81 feet to the north right-of-way line of Old Ferry Road; thence North 89°31'12" West along said north right-of-way line 115.12 feet to the west line of the Northwest Quarter (NW1/4) of the Northwest Quarter (NW1/4) of said Section 11; thence North 00°33'55" West along said west line 123.74 feet to the southeasterly right-of-way line of the former Chicago, Milwaukee and St. Paul Railroad; thence North 40°16'25" East along said southeasterly right-of-way line 1228.03 feet; thence North 40°49'36" East along said southeasterly right-of-way line 217.61 feet to the beginning of a 3569.80 foot radius non tangent curve, concave southeasterly; thence northeasterly 92.85 feet along the arc of said curve and said southeasterly right-of-way line with a chord that bears North 42°42'23" East, 92.85 feet; thence North 48°48'34" East, 6.79 feet to a point on the north line of the Northwest Quarter (NW1/4) of the Northwest Quarter (NW1/4) of said Section 11; thence North 47°32'58" East, 266.55 feet; thence North 42°27'50" East, 300.48 feet; thence North 42°59'49" East, 50.06 feet; thence North 45°12'31" East, 50.00 feet; thence North 47°09'11" East, 50.02 feet; thence North 48°19'00" East, 50.05 feet; thence North 47°34'55" East, 50.03 feet; thence North 47°17'42" East, 50.02 feet; thence North 47°05'36" East, 50.01 feet; thence North 48°20'09" East, 200.21 feet; thence North 42°32'56" East 78.47 feet to the beginning of a 3719.80 foot radius non tangent curve, concave southeasterly; thence northeasterly 369.29 feet along the arc of said curve and the southeasterly right-of-way line of the former Chicago, Milwaukee and St. Paul Railroad with a chord that bears North 65°07'28" East, 369.14 feet; thence North 89°59'27" East along said south right-of-way line 130.26 feet to the Point of Beginning, containing 15.15 acres, more or less.

Basis of Bearing: The east line of the Southwest Quarter (SW 1/4) of said Section 2 is assumed to bear North 01°19'17" West.

AND

A Parcel of land within the South One-half (S1/2) of the Southwest Quarter (SW1/4) of Section Two (2) excepting therefrom the North Sixteen and Two-thirds (16 2/3) acres and also excepting therefrom the land lying to the northwest of the Chicago, Milwaukee & St. Paul Railroad in Section Two (2), and in the North One-half (N1/2) of the Northwest Quarter (NW1/4) of Section Eleven (11), all in Township Eighty-Three (83) North, Range Eight (8) West of the Fifth Principal Meridian, all in Linn County, Iowa, said parcel being shown on Acquisition Plat Exhibit "B" (1 of 1) attached hereto and by reference made a part hereof, more particularly described as follows:

Commencing at the southeast corner of the Southwest Quarter (SW 1/4) of Section 2, Township 83 North, Range 8 West of the 5th P.M., Linn County, Iowa; thence North 89°46'34" West along the south line of said Southwest Quarter (SW1/4) a distance of 1673.83 feet to the Point of Beginning; thence South 48°48'34" West, 6.79 feet to the beginning of a 3569.80 foot radius non tangent curve, concave southeasterly also being on the southeasterly right-of-way line of the former Chicago, Milwaukee and St. Paul Railroad; thence northeasterly 6.17 feet along the arc of said curve and said southeasterly right-of-way line with a chord that bears North 43°30'03" East, 6.17 feet to the south line of said Southwest Quarter (SW 1/4); thence North 89°46'34" West along said south line 201.92 feet to the southeasterly right-of-way line of the former Chicago, Milwaukee and St. Paul Railroad; thence

North 40°49'57" East along said southeasterly right-of-way line 35.43 feet to the beginning of a 3719.80 foot radius non tangent curve, concave southeasterly; thence northeasterly 1319.17 feet along the arc of said curve having a chord that bears North 52°07'15" East, 1312.27 feet; thence South 42°32'56" West, 78.47 feet; thence South 48°20'09" West, 200.21 feet; thence South 47°05'36" West, 50.01 feet; thence South 47°17'42" West, 50.02 feet; thence South 47°34'55" West, 50.03 feet; thence South 48°19'00" West, 50.05 feet; thence South 47°09'11" West, 50.02 feet; thence South 45°12'31" West, 50.00 feet; thence South 42°59'49" West, 50.06 feet; thence South 42°27'50" West, 300.48 feet; thence South 47°32'58" West, 266.55 feet to the south line said Southwest Quarter (SW 1/4) and the Point of Beginning, containing 3.18 acres, more or less.

Basis of Bearing: The east line of the Southwest Quarter (SW 1/4) of said Section 2 is assumed to bear North 01°19'17" West.

No rights of direct access shall be permitted between Primary Road No. IA 100 and grantors' remaining property abutting thereon.

This deed is given in fulfillment of a certain Purchase Agreement dated September 30, 2013, and recorded in the Linn County Recorder's Office on October 2, 2013, in Book 8812, Page 372, except for those terms that survive the execution of this document.

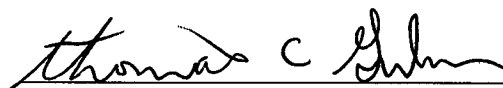
The additional amount of **\$10,000.00**, as agreed to in the aforesaid Agreement, is paid as severance damages to the remaining property and is not subject to real estate transfer tax.

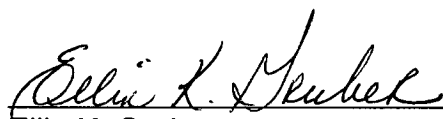
This land is being acquired for public purposes through eminent domain and a Declaration of Value is not required. Iowa Code Sec. 428A.1.

Grantors do hereby covenant with grantees, and successors in interest, that grantors hold the real estate by title in fee simple; that they have good and lawful authority to sell and convey the real estate; that the real estate is free and clear of all liens and encumbrances except as may be above stated; and grantors covenant to warrant and defend the real estate against the lawful claims of all persons except as may be above stated. Each of the undersigned hereby relinquishes all rights of dower, homestead and distributive share in and to the real estate.

Words and phrases herein, including acknowledgment hereof shall be construed as in the singular or plural number, and as feminine or masculine gender, according to the context.

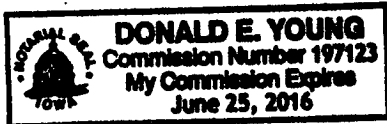
Dated November 19th, 2013

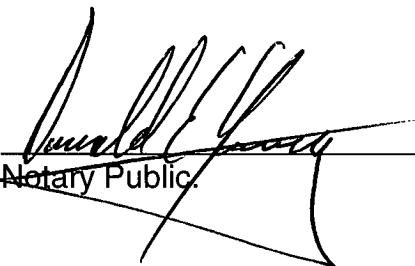
 (Sign in Ink)
Thomas C. Gruber

 (Sign in Ink)
Ellin K. Gruber

STATE OF Iowa, COUNTY OF Linn, ss:

This instrument was acknowledged before me on November 19th, 2013, by
Thomas C. Gruber and Ellin K. Gruber.



 (Sign in Ink)
Notary Public.

(AFFIX NOTARIAL SEAL ABOVE ▲)

