Form 634-012
7-87 H-9487

Iowa Department of Transportation

PARTIAL ACQUISITION CONTRACT

PARCEL NO. 2
PROJECT NO. FN-38-4(25)--21-28

COUNTY Delaware
ROAD NO. IA 38

THIS AGREEMENT made and entered into this 6th day of September, A.D. 19 90, by and between

Lulabel J. Lambert, single

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

1. SELLER AGREES to sell and furnish to Buyer a conveyance document, on form(s) furnished by the Buyer, and Buyer agrees to buy the following real estate, hereinafter referred to as the premises, situated in parts of the following (1/4 1/4 Sec./Twp./Rge.) ~~(Lot, Block, Subdiv.)~~:
SW¼ SW¼ of Section 1, Township 87 North, Range 4 West

County (~~City~~) of Delaware, State of Iowa, and more particularly described on Page 3, and which include the following buildings, improvements and other property: Land only

~~Subject to any and all rights of access to highway~~

~~Excepting and reserving to Seller the right of access to the remaining tract~~

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. 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.

For ~~Release~~, See Book 132
Page 247 1/12/94

2. Possession of the premises is the essence of this contract and Buyer may enter and assume full use and enjoyment of the premises per the terms of this contract. SELLER GRANTS Buyer the immediate right to enter the premises for the purpose of gathering survey and soil data. SELLER MAY surrender possession of the premises or building or improvement or any part thereof prior to the time at which he has hereinafter agreed to do so, and agrees to give Buyer ten (10) days notice of Seller's intention to do so by calling Buyer collect.

3. Buyer agrees to pay and SELLER AGREES to grant the right of possession, convey title and to surrender physical possession of the premises as shown on or before the dates listed below.

Payment Amount	Agreed Performance	Date
$ -0-	on right of possession	60 days after Buyer approval
$ 1,500.00	on conveyance of title	Immediate
$ -0-	on surrender of possession	
$ -0-	on possession and conveyance	
$ 1,500.00	TOTAL LUMP SUM	

BREAKDOWN: ac.=acres sq.ft.=square feet

Land by Fee Title	____ ac./sq.ft.	$____	Buildings & Improvements	$____
Underlying Fee Title	____ ac./sq.ft.	$____	Fence 48 rods woven	$____
Permanent Easement	0.36 ac./~~sq.ft.~~	$____	Fence ____ rods barbed	$____
Temporary Easement	____ ac./sq.ft.	$____		
Damages for ____				$____

4. SELLER WARRANTS that there are no tenants on the premises holding under the lease except: NONE

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 Lulabel J. Lambert
Lulabel J. Lambert

RR 1, Box 6
Hopkinton, IA 52237

5. Each page and each attachment is by this reference made part hereof and the entire agreement consists of 3 pages.

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 and special assessments payable until surrender of possession as required by Section 427.2 of the Code of Iowa, and agrees to warrant good and sufficient title. Names and addresses of lienholders are: NONE

7. Buyer may include mortgagees, lienholders, encumbrancers and taxing authorities as payees on warrants as contract payment. In addition to the Total Lump Sum, Buyer agrees to pay $ 50.00 for the cost of adding title documents required by this transaction to Seller's abstract of title. If requested to do so, SELLER WILL furnish and deliver to Iowa Department of Transportation, Office of Right of Way, Ames, Iowa 50010 an abstract of title continued to date showing merchantable title to the premises in Seller. Buyer agrees to pay the cost of abstract continuation and to return the abstract to Seller. 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.

8. 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 purpose 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.

9. 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.

10. These premises are being acquired for public purposes and this transfer is exempt from the requirements for the filing of a Declaration of Value by Section 428A.1 of the Code of Iowa.

11. 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 contract as required by Section 472.52 of the Code of Iowa.

12. 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.

13. Seller states and warrants that there is no well, solid waste disposal site, hazardous substances, nor underground storage tanks on the premises described and sought herein.

14. Buyer is hereby granted a Temporary Easement upon the property of Seller for the purpose of constructing a detour as follows:
From Sta. 146+00 to Sta. 149+14.36, a strip 60+ to 105 feet wide, East side
From Sta. 149+14.36 to Sta. 153+82+PL, a strip 105 feet wide, East side
as measured from centerline of proposed highway. Said detour road shall be removed to natural ground level and said area will be left bladed smooth to replace existing drive as now located within the area being acquired by Permanent Easement.
Said Temporary Easement shall terminate upon completion of this highway project.

ABBREVIATIONS: ± = plus or minus
PL = property line

SELLER'S ACKNOWLEDGMENT

STATE OF IOWA: ss On this 6th day of Aug., 19 90, before me, the undersigned, personally appeared LuVabel J. Lambert,

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.

NOTARIAL SEAL ROGER C. LAMBERT MY COMMISSION EXPIRES 1-26-93

Roger C. Lambert
Notary Public in and for the State of Iowa

BUYER'S ACKNOWLEDGMENT

STATE OF IOWA: ss On this 6th day of September, 19 90, before me, the undersigned, personally appeared Robert L. North, 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.

NOTARIAL SEAL IOWA DONALD D. SHIRLEY

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

DONALD D. SHIRLEY

BUYER'S APPROVAL

Thomas F. Rowe August 8 1990
Recommended by: Project Agent (Date)

Robert L. North SEP 06 1990
Approved By: Right of Way Director (Date)

ROBERT L. NORTH

ORM 634-077
-75

IOWA DEPARTMENT OF TRANSPORTATION

ACQUISITION PLAT

EXHIBIT "A"

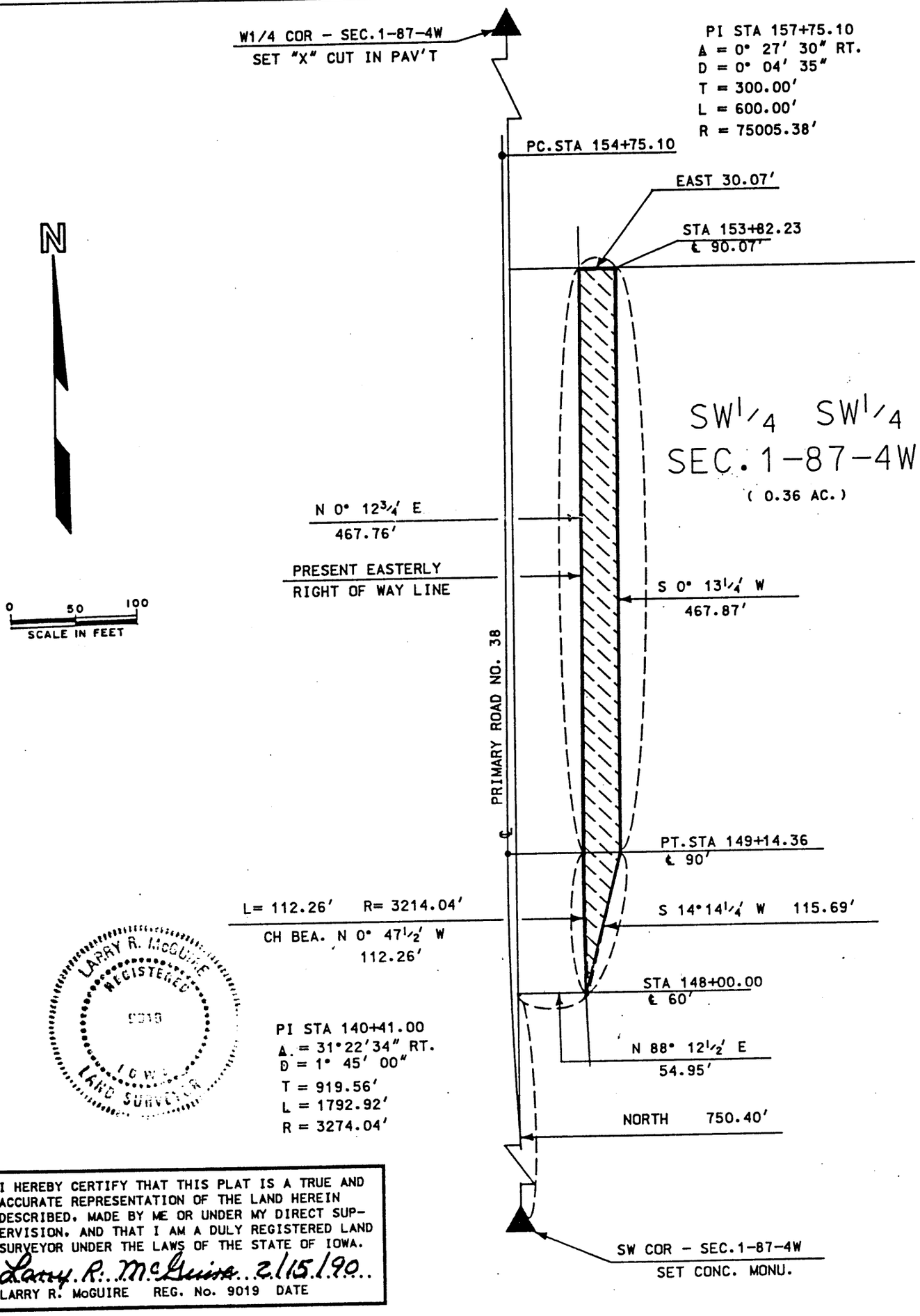
COUNTY DELAWARE STATE CONTROL NO. 10-00

PROJECT NO. FN-38-4(25)--21-28 PARCEL NO. 2

SECTION 1 TOWNSHIP 87N RANGE 4W

ROW-FEE ____ AC. EASE 0.36 AC EXCESS-FEE ____ AC

ACQUIRED FROM Lulabel J. Lambert



LARRY R. McGUIRE REGISTERED 9019 IOWA LAND SURVEYOR

I HEREBY CERTIFY THAT THIS PLAT IS A TRUE AND ACCURATE REPRESENTATION OF THE LAND HEREIN DESCRIBED, MADE BY ME OR UNDER MY DIRECT SUPERVISION, AND THAT I AM A DULY REGISTERED LAND SURVEYOR UNDER THE LAWS OF THE STATE OF IOWA.

Larry R. McGuire 2/15/90

LARRY R. McGUIRE REG. No. 9019 DATE

DATE DRAWN FEBRUARY 15, 1990 SCALE 1" = 100'