

REC \$ 25.00

ADD \$ _____

R.M.F. \$ 1.00

FILED NO. 1509

BOOK 135 PAGE 276

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CONVEYED
RECORDED
COMPAID

MICHELLE UTGLER
RECORDER
MADISON COUNTY, IOWA

Valerie E. Goethals, Right of Way Office, Iowa Department of Transportation, 800 Lincoln Way, Ames, IA 50010-6993, 515-239-1361
Form 634012
8/18/95

PARTIAL ACQUISITION CONTRACT

jcn24 a:jurgense

PARCEL NO. 62
PROJECT NO. FN-92-4(15)--21-61

COUNTY Madison
ROAD NO. IA 92

SELLER: Nyle B. Jurgensen, single

THIS AGREEMENT made and entered into this 20th day of November, 1995, by and between Seller and the 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 Buyer, and Buyer agrees to buy the following real estate, hereinafter referred to as the premises, situated in parts of the following:
SW $\frac{1}{4}$ SE $\frac{1}{4}$ and SE $\frac{1}{4}$ SE $\frac{1}{4}$, Section 28, Township 76 North, Range 26 West

County of Madison, State of Iowa, and more particularly described on Page 5, including the following buildings, improvements and other property:

~~SELLER ALSO AGREES to convey to Buyer as follows all of Seller's rights of direct access to Highway _____~~

~~excepting and reserving to Seller the right of access at the following locations:~~

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 Buyer for all claims per the terms of this contract and discharges Buyer from liability because of this contract and the construction of this public improvement project.

- 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 surrender physical possession of the premises as shown on or before the dates listed below.

<u>PAYMENT AMOUNT</u>	<u>AGREED PERFORMANCE</u>	<u>DATE OF PERFORMANCE</u>
\$ _____	on right of possession	_____
\$ <u>1,900.00</u>	on conveyance of title	<u>60 days after Buyer approval</u>
\$ <u>-0-</u>	on surrender of possession	<u>Immediate</u>
\$ _____	on possession and conveyance	_____
\$ <u>1,900.00</u>	TOTAL LUMP SUM	_____
<u>Breakdown</u>	<u>Ac./Sq.Ft.</u>	
Land by Fee Title	_____	Fence: _____ rods woven
Underlying Fee Title	_____	Fence: _____ rods barbed
Permanent Easement	<u>2.36 acres</u>	
Temporary Easement	_____	

- 4. Each page and each attachment is by this reference made a part hereof and the entire agreement consists of 5 pages.
- DISTRIBUTION: TWO COPIES RETURNED TO BUYER (IOWA DOT) -- ONE COPY RETAINED BY SELLER

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5. SELLER WARRANTS that there are no tenants on the premises holding under lease except: NONE
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 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, 800 Lincoln Way, Ames, IA 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 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 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 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 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 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 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 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 known well, solid waste disposal site, hazardous substances, nor underground storage tanks on the premises described and sought herein.
14. Buyer agrees to construct a Type "C" entrance at Sta. 475+90, North side.

It is understood and agreed all other entrances located within the construction limits that are not listed or allowed in this contract will be eliminated.

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15. Buyer is hereby granted a Temporary Easement upon the remaining property of the Seller for the purpose of ditching outlet as follows:
From Sta. 465+00±PL to Sta. 465+50, a strip 135 feet wide, South side as measured from the centerline of the proposed highway, as shown on the plans for said highway improvement project.

Said Temporary Easement shall terminate upon completion of this highway project.

16. It is understood and agreed that Buyer hereby agrees not to place the proposed 36-inch culvert under the County Road at Sta. 4491+30 as shown on the plans, but to instead place a culvert under Iowa Highway 92 at approximate Sta. 490+30. Said revision is presently a part of the highway construction plan tabulation sheet and shall become a design feature on the proposed final construction plans.

ABBREVIATION: ±PL means plus or minus property line

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ROAD NO. IA 92

SELLER: Nyle B. Jurgensen, single

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 Nyle B. Jurgensen
Nyle B. Jurgensen
Route 1, Box 152
Prole, IA 50229

ALL-PURPOSE ACKNOWLEDGMENT

STATE OF Iowa, COUNTY OF Madison) ss:
On this 4 day of November, A.D. 1995, before me, the undersigned, a Notary Public in and for said State, personally appeared Nyle B. Jurgensen

 to me personally known or 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 upon behalf of which the person(s) acted, executed the instrument.

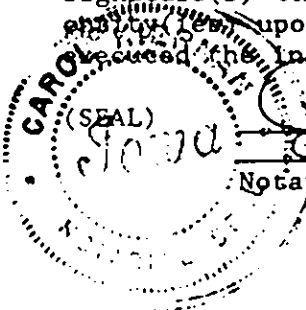
CAPACITY CLAIMED BY SIGNER:

INDIVIDUAL
 CORPORATE
Titles of Corporate Officer(s):

 Corporate Seal is affixed
 No Corporate Seal procured
PARTNERSHIP: Limited General
ATTORNEY-IN-FACT
 EXECUTOR(s) or TRUSTEE(s)
 GUARDIAN(s) or CONSERVATOR(s)
OTHER:

SIGNER IS REPRESENTING:

Names of entity(ies) or person(s)



Carol Kiernan (Sign in Ink)
Carol Kiernan (Print/Type Name)
Notary Public in and for the State of Iowa

BUYER'S ACKNOWLEDGMENT

STATE OF IOWA: ss On this 20th day of November, 1995, before me, the undersigned, personally appeared Robert L. North, known to me to be a Right of Way Director of Buyer and who did say that said instrument was signed on behalf of Buyer by its authority duly recorded in its minutes, and said Right of Way Director acknowledged the execution of said instrument, which signature appears hereon, to be the voluntary act and deed of Buyer and by it voluntarily executed.

Douglas Johnston
Notary Public in and for the State of Iowa

BUYER'S APPROVAL

Norman Peterson 11/7/95
Recommended by: Project Agent (Date)



Robert L. North NOV 20 1995
Approved by: Right of Way Director (Date)

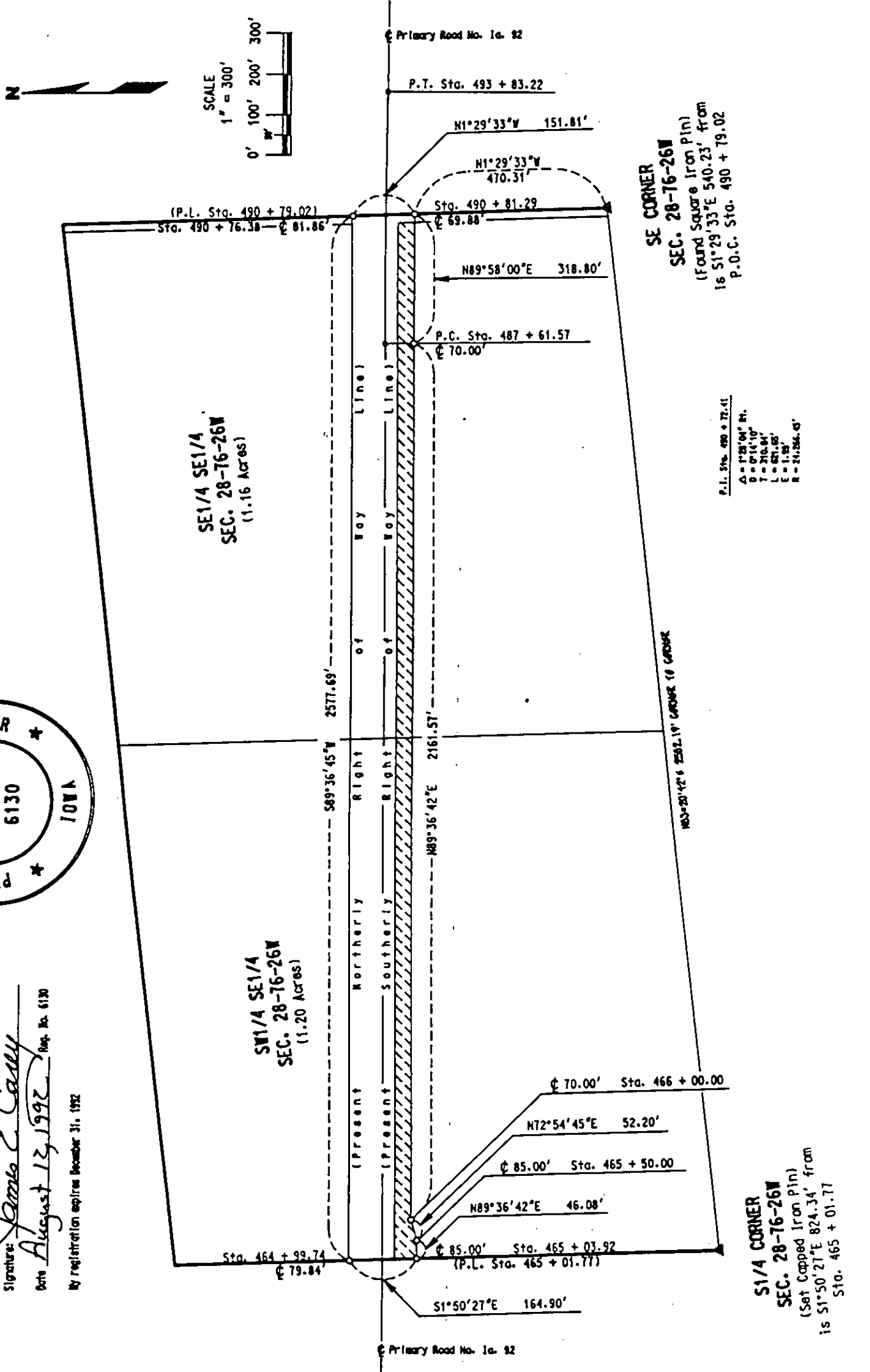
ROBERT L. NORTH



IOWA DEPARTMENT OF TRANSPORTATION

ACQUISITION PLAT
EXHIBIT 'A'

COUNTY MADISON STATE CONTROL NO. 61-0600
 PROJECT NO. EN-92-4(15)--21-61 PARCEL NO. 62
 SECTION 28 TOWNSHIP 76 N RANGE 26 W
 ROW-FEE _____ AC, EASE 2.36 AC, EXCESS - FEE _____ AC
 ACQUIRED FROM NYLE B JURGENSEN



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

Signature: *James E. Carey*
Date: *August 13, 1992* Reg. No. 6130
My registration expires December 31, 1992

P.L. Sta. 490 + 79.02
 Δ = 1°29'33" W
 D = 470.31'
 T = 310.84'
 L = 621.85'
 E = 1.29'
 R = 24,266.43'

S1/4 CORNER
 SEC. 28-76-26W
 (Set Capped Iron Pin)
 is 51°50'27"E 824.34' from
 Sta. 465 + 01.77