Page 1

	lowa Department of Transportation PARTIAL ACQUISITION CONTRACT
•	PARTIAL ACQUISITION CONTRACT

OJECT NO _ FN-92-4(15)2		-		dison
SJECT NO. THE SE TEXAS 2	<u> 1–61 </u>	-	ROAD NO	
S AGREEMENT made and entered int	to this 20th day of	Ougus	t A.D	19 92 by and between
Contract Purchaser) John Fee) Dale G. Beaty and N	F. Reilly and	d Nannette Fo	ster Reilly, husbar wife	nd and wife
er, and Iowa Department of Transport	tation, acting for the S	tate of Iowa, Buyer.		
. SELLER AGREES to sell and furni	sh to Buver a conveys	ance document, on fo	rm(s) furnished by the Buyer,	and Buyer agrees to buy the
following real estate, hereinafter ref	ierred to as the premise	es, situated in parts of	the following (1/4 1/4 Sec./Tw	p./Rge.) &^(&&!\&la.A%\fo ding:
SW Section 25. Towns	hip 76 North.	<u> Range 26 Wes</u>		
County (MACKEY) Madisc	on	, State	of lowa, and more particularly	described on Page _3
and which include the following bu	ildings, Improvements	s and other property:	· · · · · · · · · · · · · · · · · · ·	
ABUUERIAUSDIAGRAGIO (KAN)	KRACKACACACACACACACACACACACACACACACACACA	N KONKIEK HOOKHOOKK	XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX	
NOTE HER ROLLING BENEVER BENEVER BENEVER		HAS SEARCH AND POSITION OF THE SEARCH AND	×	
POCHEDICAN MEMBERS OF ACCOUNTS		MYMYMM MYMM		
The premises also includes all esta such devices as are located thereofor any and all damages arising the terms of this contract and dischar project.	n. SELLER CONSENT: erefrom. SELLER ACH	S to any change of gr KNOWLEDGES full s	ade of the highway and accept attlement and payment from t	is payment under this contract he Buyer for all claims per the
SELLER MAY surrender possessinereinafter agreed to do so, and age. Buyer agrees to pay and SELLER A as shown on or before the dates list. Payment Amount	grees to give Buyer ter GREES to grant the rig	n (10) days notice of ght of possession, con	Seller's intention to do so by over title and to surrender physics.	calling Buyer collect.
\$	on right of possessi			
\$	 on conveyance of ti on surrender of pos 			
\$ \(\langle 2.0.95\) \$ \(\langle 20.95\)	on possession and a	conveyance	60 days after B	uyer approval
BREAKDOWN: ac.=acres	sq.ft.=square feet		B 1141 6 1	•
Lond by Eco Title	ac./sq.ft. \$ ac./sq.ft. \$	<u> </u>	Buildings & Improvements Fence rods wover	
Land by Fee Title			Fence rods barbe	
Underlying Fee Title	ac./#07¥6 \$			d 5
•	ac./ & %\%\ \$ ac./sq.ft. \$)		5
Underlying Fee Title Permanent Easement 0.62	· ·	V %	<u> </u>	 \$
Underlying Fee Title Permanent Easement Temporary Easement Damages for	ac./sq.ft. \$	remises holding unde	r the lease except:	 \$
Underlying Fee Title Permanent Easement Temporary Easement Damages for SELLER WARRANTS that there are	ac./sq.ft. \$		Title lease except.	; /E
Underlying Fee Title Permanent Easement Temporary Easement Damages for SELLER WARRANTS that there are	ac./sq.ft. \$: Upon due approval	Title lease except.	; /E
Underlying Fee Title Permanent Easement Temporary Easement Damages for SELLER WARRANTS that there are	ac./sq.ft. \$: Upon due approval	Title lease except.	; /E
Underlying Fee Title Permanent Easement Temporary Easement Damages for SELLER WARRANTS that there are	ac./sq.ft. \$: Upon due approval	Title lease except.	; /E
Underlying Fee Title Permanent Easement Temporary Easement Damages for SELLER WARRANTS that there are	ac./sq.ft. \$: Upon due approval npaid.	and execution by the Buyer,	; /E
Underlying Fee Title Permanent Easement Temporary Easement Damages for SELLER WARRANTS that there are	ac./sq.ft. \$: Upon due approval npaid.	Title lease except.	; /E
Underlying Fee Title Permanent Easement Temporary Easement Damages for 4. SELLER WARRANTS that there are LLER'S SIGNATURE AND CLAIMAN Tify the total lump sum payment show	ac./sq.ft. \$: Upon due approval npaid.	and execution by the Buyer,	; /E
Underlying Fee Title Permanent Easement Temporary Easement Damages for 4. SELLER WARRANTS that there are LLER'S SIGNATURE AND CLAIMAN Tify the total lump sum payment show John F. Reilly Nantt Fosin Rut	ac./sq.ft. \$: Upon due approval npaid.	and execution by the Buyer,	; /E
Underlying Fee Title Permanent Easement Temporary Easement Damages for 4. SELLER WARRANTS that there are LLER'S SIGNATURE AND CLAIMAN Tify the total lump sum payment show John F. Reilly Nanette Foster Reilly	ac./sq.ft. \$ re no tenants on the pi IT'S CERTIFICATION vn herein is just and us	: Upon due approval npaid. X Da1s	and execution by the Buyer,	; /E
Underlying Fee Title Permanent Easement Temporary Easement Damages for 4. SELLER WARRANTS that there are LLER'S SIGNATURE AND CLAIMAN riffy the total lump sum payment show John F. Reilly Nanette Foster Reilly RR 1. Box 146	ac./sq.ft. \$: Upon due approval npaid.	and execution by the Buyer,	; /E
Underlying Fee Title Permanent Easement Temporary Easement Damages for 4. SELLER WARRANTS that there are LLER'S SIGNATURE AND CLAIMAN riffy the total lump sum payment show John F. Reilly Nanette Foster Reilly RR 1. Box 146 Prole. Iowa 50229	ac./sq.ft. \$ re no tenants on the pi IT'S CERTIFICATION vn herein is just and us	: Upon due approval npaid. X Dali X r:Nam	and execution by the Buyer,	we the undersigned claimants
Underlying Fee Title Permanent Easement Temporary Easement Damages for 4. SELLER WARRANTS that there are LLER'S SIGNATURE AND CLAIMAN riffy the total lump sum payment show John F. Reilly Nanette Foster Reilly RR 1. Box 146	ac./sq.ft. \$ re no tenants on the pi it's CERTIFICATION vn herein is just and us	: Upon due approval npaid. X Dali X r:Nam	and execution by the Buyer,	; /E

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

Distribution White Copy - Original, Pink Copy - Accounting: Blue Copy - Seller's

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:					
7	Buyer may include mortgagees, lienholders, encumbrancers and taxing authorities as payees on warrants as contract paymenf. In addition to the Total Lump Sum, Buyer agrees to pay \$					
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.	Buyer agrees to construct Type "C" entrances at Sta. 603+00, South side.					
15.	From Sta. 602+80 to Sta. 603+40, a strip 105 feet wide, South side; as measured from centerline of proposed highway as shown on project plans. Said Temporary Easement shall terminate upon completion of this highway project. 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.					
STA	ILER'S ACKNOWLEDGMENT ATE OF IOWA: ss On this 16th day of July 19 92 before me, the undersigned, sonally appeared John F. Reilly and Nanette Foster Reilly Tale G. Beaty and Nancy H. Beaty					
	wn to me to be the identical persons named in and who executed the foregoing instrument and acknowledged that they executed the same as r voluntary act and deed.					
	CLYDE C. BARNE Clyde C Barne Nogary Public in and for the State of lowe					
STA pers Buy Dire	VER'S ACKNOWLEDGMENT ATE OF IOWA: as On this 20th day of AUGUST, 19 92, before me, the undersigned, sonally appeared 8111 McGuire, known to me to be a Right of Way Director of the er 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 actor acknowledged the execution of said instrument, which signature appears hereon, to be the voluntary act and deed of the Buyer and by it intarity executed.					
	FRED CIRKSENA Dullul Note of Public in and for the State of Jowe					
BUY	YER'S APPROVAL					
Res	Commended by Project Agent Games 7-21-92					
n u	AUG 2 0 1992					
\ 5	BILL McGUIRE (Date)					

[WP5 A:REILLY]

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DESCRIPTION OF PREMISES

Parcel No. 71A Project No. FN-92-4(15)--21-61 Madison County Road No. IA 92

SELLER:

(Contract Purchaser) John F. Reilly and Manette Foster Reilly, husband and wife

(Fee) Dale G. Beaty and Nancy H. Beaty, husband and wife

 From Sta.
 To Sta.
 Strip Width in feet
 Side

 599+18+PL
 605+03+PL
 70
 South

As measured from centerline of proposed highway as shown on plans for said highway.

16. It is understood and agreed the premises to be conveyed by Seller contains 0.62 acre. MORE OR LESS. The land surveyor plat, when completed, may reflect a slightly different area. The conveyance document will reflect the area indicated by the survey plat, but will not change the total lump sum as shown in this contract.

ABBREVIATIONS: +PL means plus or minus property line