## lowa Department of Transportation PARTIAL ACQUISITION CONTRACT

ARCEL NO55A	-21-61		COUNTY _ ROAD NO	7.4.00	
HIS AGREEMENT made and entered	1346	1 Actobal		AD 10 92	hy and hatween
Larry_Dale_F	aux and Sher	yl A. Faux	his wife		
ller, and lowa Department of Trans	portation, acting for ti	he State of Iowa, Buy	er.	ı	•
1. SELLER AGREES to sell and fu	irnish to Buyer a con	veyance document, o	n form(s) furnished by the	Buyer, and Buyer	agrees to buy the
following real estate, hereinafter	referred to as the pre-	mises, situated in part in 76 North	softhefollowing(1/41/45) Range 26 West	ec./Twp./Rge.) <b>&amp;⊅(</b> I	KANAKATAKATA
			tate of lowa, and more-parti		,
County <b>OXERN</b> ofMadi	SON				
			<del></del>		·
**************************************		ZEVERNA ANNENA			
				<del> </del>	<del></del>
HER PARICKASSE KNOGOCKASKA	**************************************		WAX		
· · · · · · · · · · · · · · · · · · ·		<del> </del>		·	d the right to exact
The premises also includes all e such devices as are located the	estates, rights, title an	id interests, including	all easements, and all adve	accents navment u	g the right to erect inder this contract
for any and all damages arising	therefrom, SELLER	ACKNOWLEDGES for	ill settlement and payment	from the Buyer for	all claims per the
terms of this contract and disc	harges the Buyer from	m liability because of	this contract and the cons	struction of this pu	iblic improvement
project.					
2. Possession of the premises is the	on assesses of this COE	tract and Ruver may	enter and assume full use ar	nd enjoyment of the	e premises per the
terms of this contract. SELLER	GRANTS Buyer the ir	nmediate right to ente	er the premises for the purpo	ose of gathering su	rvey and soil data.
SELLER MAY surrender posse	ession of the premise	s or building or Impi	ovement or any part there	of prior to the time	e at which he has
hereinafter agreed to do so, an	d agrees to give Buye	r ten (10) days notice	of Seller's intention to do	so by calling Buyer	r collect.
· · · · · · · · · · · · · · · · · · ·	B 4005504		annoutitle and to surrende	r nhveical nossessi	on of the premises
<ol> <li>Buyer agrees to pay and SELLE as shown on or before the date</li> </ol>		e right or possession,	CONVEY TITLE BITO TO SUIT BITO	i pirysicai possessi	
Payment Amount	Agreed Perfo	ormance		Date	
•	on right of poss				
\$					
\$ <u>55.00</u>	on surrender of	•	60 days afte	er Ruver ann	rova1
\$ 55.00	on possession a TOTAL LUMP S		_ uu uaya at w	-1 - 1 - 1 - 1 - 1 - 1 - 1 - 1 - 1 - 1	<u> </u>
BREAKDOWN: ac.=acres	sq.ft.=square fe				
Land by Fee Title	ac./sq.ft.	\$	Buildings & Improve	ments \$	; <u> </u>
Underlying Fee Title	ac./sq.ft.	\$	Fence rods		
	03ac/xxxx	\$	Fence rods	barbed \$	·
Temporary Easement  Damages for	ac./sq.ft.	<b></b>		\$	<b>.</b>
-			. No	ONE	
4. SELLER WARRANTS that ther	e are no tenants on th	ne premises holding u	inder the lease except:	<u> </u>	
			340		
ELLER'S SIGNATURE AND CLAIM rtify the total lump sum payment si	IANT'S CERTIFICAT	ON: Upon due appro	wat and experts the he	uyer, we the unde	ersigned claimants
rtify the total lump sum payment si	nown herein is just an	الدين ما biaquu bi	VANCATE .	•	_
	_	1 186			-co:
Eary Dat	· Fan				
Larry Dale Faux				·	
RR 1 Winterset, Iowa 5027	3	REO SATO		FILED NO	1120
Wintersel, Juwa 3027		NUD \$			
80,000	7			BOOK 130	1_PAGE 592_
stuy 1 Ta	in			92 OCT 3	10 AM 9: 42
Sheryl A. Faux		<del></del>		MICHEL	LE UTSLER
RR1 Winterset, Iowa	50273			REI	CORDER COUNTY: 10WA
· · · · · · · · · · · · · · · · · · ·				- HOUSIAN	·-··
		<del></del>			• •
		<del></del>		<del>.</del>	

5. Each page and each attachment is by this reference made part hereof and the entire agreement consists of \_\_\_\_\_3\_\_ pages.

Distribution White Copy - Original; Pink Copy - Accounting; Blue Copy - Seller's

6.	This contract shall apply to and bin against the premises, including all t Code of lowa, and agrees to warrar	axes and special assessments payable until nt good and sufficient title. Names and add	aller and SELLER AGREES to pay all liens and assessments is surrender of possession as required by Section 427.2 of the tresses of lienholders are: NONE
	to the Total Lump Sum, Buyer agree by this transaction to Seller's abstract Office of Right of Way, Ames, lowar agrees to pay the cost of abstract coif requested by the Buyer, if title to to court approval costs and all other costall be paid in amounts supported	sees to pay \$	rities as payees on warrants as contract payment. In addition for the cost of adding title documents required LL furnish and deliver to lowa. Department of Transportation, e showing merchantable title to the premises in Seller. Buyer er. SELLER AGREES to obtain court approval of this contract, e, trust, conservatorship or guardianship. Buyer agrees to pay he Buyer, but not attorney fees. Claims for such transfer costs
	expense to Seller. Where Buyer's vehicle access control purposes of the right of way line, if necessary pasture against said fence at his or	pecifically agrees to construct and maintainly at no expense to the Seller. Buyer shall he for the purpose of connecting said drain wan risk. Buyer will not be liable for fencing p	ire damaged by highway construction shall be repaired at no ain fence, the fence shall be constructed and maintained for have the right of entry upon Seller's remaining property along tile and constructing and maintaining said fence. Seller may private property or maintaining the same to restrain livestock.
9.	Buyer will pay any remaining proc tenancy has not been destroyed b	ceeds to the survivor of that joint lending and operation of law or acts of the Seller.	orship and not as tenants in common at the time of this contract, and will accept title solely from that survivor, provided the joint
10.	Value by Section 428A.1 of the Co	ode of lowa.	exempt from the requirements for the filing of a Declaration of
11.	Buyer hereby gives notice of Sell signing of this contract as require	ler's five-year right to renegotiate construc ed by Section 472.52 of the Code of Iowa.	ction or maintenance damages not apparent at the time of the
12.	except as specifically provided for	or herein.	eller and there is no agreement to do or not to do any act or deed
3.	Ruyer agrees to const	ruct a Joint Type "C" entr	ance at Sta. 438+65, North side. 11, solid waste disposal site, hazardo he premises described and sought herei
	except: NONE	g, cana	the premises described and sought herei
ST pe 		Dale Faux Sugar na named in and who executed the foregoin	ng instrument and acknowledged that they executed the same
		PEROPHAND J. BILLY  October C. 1992	Notary Public in and for the State of lower
S' P' B	BISUITETTY SPPORTED	MCGUITE Business business	hefore me, the undersigned by the second state of the second second state of the second second state of the second state of the second state of the second state of the second se
			Notary Public of and for the State of lowa
			Notary Publication of the State of the
6	UYER'S APPROVAL		VICTOR A. JOHNSON
6	HUYER'S APPROVAL  By By Mary Recommended by Project Agent	le 9-29-92 1 (Date)	£9 <sup>14</sup> €
6	Borgana Borgana Project Konni	Q-29-92 (Date) QCT 13 1992 (Date)	£9 <sup>14</sup> €

## ... 4 **iú**i

## IOWA DEPARTMENT OF TRANSPORTATION



## ACQUISITION PLATEXHIBIT "A"

COUNTY MADISON				STATE CONTROL NO		61-0600	
פפחוברד אח	PROJECT NO FN-92-4(15)21-61			PARCEL NO	55A		
SECTION	29	TOWNSHIP	76 N	RANGE	<u> 26 W</u>		
ROW-FEE			0.03	AC. EXCESS -	- FEE	AC	
ACQUIRED FROM					<u> </u>		
I hereby centify that this land by as ar under my direct persona	surveying document was prepared	C	SCALE 1" = 300' )' 100' 200' 3		JAMES CAREY 6130	SUNEYOR	
Signature: America	2 Carry	Ĭ	1 P7   1	1	CAREY	121	
Dotto - J467 9.	1992 Rag. No. 6130	i		1	6130	]=	
tly registration expires December			•		1011	/*/	
NW CORNER NE1/4 SE1/4	(NA3*21*	23°E 1317-56' Corner	to Corner)		E1/4 CO		
SEC. 29-76-26W				- 11	SEC. 29-1		
(Set Iron Pin) Is N1*36'25"W 1634-71' from Sta. 425+42.15		NE1/4 SE1. SEC. 29-76-	05' R = 5844.58		(Found "X" ii is N1°36′06°W from P.O.C. Sto	1570.70° 1570.70° 438+67.24	
E Primary Road No. 1a. 9	197999N3 39	SE1/4 SE SEC. 29-76 (0.03 ACT	1/4 5-26¶	14.05' R = 5129.58' 544'40'40'8 24.05'	6- 438 + 49.78 0°00' 32° 81. 100' 00" 1004.72' 21.729-54'	P.T. Ste. 443 + 49.60	