Form 634012 1-87 H2392

lowa Department of Transportation PARTIAL ACQUISITION CONTRACT

CEL NO. <u>61</u> FN-92-4 (15)21-61	COUNTY	Madison
FN-92-4(15)21-61	ROAD NO.	IA 92
JECT NOFN-92-4(13) - 21 01		
S AGREEMENT made and entered into this 13th day of October		A D 10 92 by and hetween
S AGREEMENT made and entered into this 1377 day of 10000		, A.D. 19_2 - J by and between
Mina I. Speer and Ernest B. Speer, he	r husband	
er, and lows Department of Transportation, acting for the State of Iowa, Buyer.		
SELLER AGREES to sell and furnish to Buyer a conveyance document, on fo	orm(s) furnished by the 6	Buyer, and Buyer agrees to buy the
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set swith Section 28, Township 76 Nort	h, Range 26 V	west
County (CXXXII) of Madison , State	of lows, and more partic	cularly described on Page
and which include the following buildings, improvements and other property		
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the control of the co	essements and all adva	rtising devices and the right to erect
The premises also includes all estates, rights, title and interests, including all such devices as are located thereon. SELLER CONSENTS to any change of g	rade of the highway and	accepts payment under this contract
4.5 and all demages eriging therefrom SFLLER ACKNOWLEDGES full:	settlement and payment	trom the puyer for all claims ber me
terms of this contract and discharges the Buyer from liability because of the	is contract and the cons	truction of this public improvement
project.		
Possession of the premises is the essence of this contract and Buyer may en	er and assume full use ar	nd enjoyment of the premises per the
the contract SELLED GRANTS Ruyer the immediate right to enter t	he premises for the purpo	286 OL Battieting aniash and anii oara:
CELLED MAY surrender possession of the premises or building or improv	ement of any part there	of bulle to the time or winch he has
hereinafter agreed to do so, and agrees to give Buyer ten (10) days notice of	Seller's intention to do s	so by calling Buyer collect.
 Buyer agrees to pay and SELLER AGREES to grant the right of possession, co 	nvey title and to surrende	r physical possession of the premises
Buyer agrees to pay and SELLER AGREES to grant the right of possession, co as shown on or before the dates listed below.	nvey title and to surrende	
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Distribution: White Copy - Original; Pink Copy - Accounting: Blue Copy - Seller's

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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 lows, 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 ... for the cost of adding title documents required to the Total Lump Sum, Buyer agrees to pay \$ _____50.00 by this transaction to Seller's abstract of title. If requested to do so, SELLER WILL furnish and deliver to lowa. 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 physics 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 filling 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. Speer 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 **BUYER'S ACKNOWLEDGMENT** , 19<u>92</u> STATE OF IOWA: ss On this 13th October _, before me, the undersigned, day of Bill McGuire _ , 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. Notary Public in and for the State of low VICTOR A. JOHNSON **BUYER'S APPROVAL** OCT 13 1992

(Date)

BILL McGUIRE

PAGE 3

SUPPLEMENTAL AGREEMENTS

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

SELLER: Mina I. Speer

- Buyer agrees to construct Type "C" entrance at Sta. 456+76, South side 13.
- Buyer is granted Temporary Easements as follows: 14.

To Construct Entrance:

From Sta. 456+50 to Sta. 457+50, a strip 90 feet wide, South side;

For Ditching Outlet:

From Sta. 464+50 to Sta. 464+50, a strip 85 to 135 feet wide, South side; From Sta. 464+50 to Sta. 465+00±PL, a strip 135 feet wide, South side; From Sta. 465+00±PL to Sta. 465+00±PL, a strip 135 to 85 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 15. substances, nor underground storage tanks on the premises described and sought herein, except: none

ABBREVIATIONS: ±PL means plus or minus property line

IOWA DEPARTMENT OF TRANSPORTATION



ACQUISITION PLATEXHIBIT "A"

