

Form 634012
4/94

COMPUTER
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INDEXED

PARTIAL ACQUISITION CONTRACT

REC \$ 25.00
AUD \$ _____
R.M.F. \$ 1.00

SKD 48-LAFRATTE

PARCEL NO. 48
PROJECT NO. FN-92-4(15)--21-61

COUNTY Madison
ROAD NO. Iowa 92

SELLER: JOHN P. LAFRATTE AND SHIRLEY M. LAFRATTE, HUSBAND AND WIFE

THIS AGREEMENT made and entered into this 21st day of November, A.D. 19 94,
by and between Seller and the Iowa Department of Transportation, acting for the State of Iowa, Buyer.

- 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:
SE1/4 NE1/4, Section 30, and SW1/4 NW1/4, Section 29, all in Township 76 North, Range 26 West
County of Madison, State of Iowa, and more particularly described on Page 5,
and which include the following buildings, improvements and other property: _____

~~SELLER-ALSO-AGREES-TO-CONVEY-all-rights-of-direct-access-to-Highway~~
~~as-follows:-~~

~~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.

- 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.
- 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
\$ _____	on right of possession	_____
\$ _____	on conveyance of title	_____
\$ _____	on surrender of possession	_____
\$ <u>25,700.00</u>	on possession and conveyance	<u>60 days after Buyer approval</u>
\$ <u>25,700.00</u>	TOTAL LUMP SUM	

BREAKDOWN:

Land by Fee Title	_____ ac./sq.ft.
Underlying Fee Title	_____ ac./sq.ft.
Permanent Easement	<u>3.66</u> ac./sq.ft.
Temporary Easement	_____ ac./sq.ft.

Fence: 119 rods woven
Fence: _____ rods barbed
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- SELLER WARRANTS that there are no tenants on the premises holding under lease except: NONE
- This contract shall apply to and bind the legal successors in interest of the Seller and SELLER AGREES to pay all taxes 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:
Farmers & Merchants State Bank, Winterset, Iowa 50273

- 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.

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

DISTRIBUTION: TWO COPIES RETURNED TO BUYER (IOWA DOT) -- ONE COPY RETAINED BY SELLER

SED 48-LAFRATTE

PARCEL NO. 48

COUNTY Madison

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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 Type "C" entrances at the following locations:
- Sta. 368+10, North side (use as a Dike)
 Sta. 380+56.07, North side (use as a Dike)
 Sta. 382+00, North side
- All other entrances not listed or allowed in this contract will be eliminated.
15. Buyer is granted a Temporary Easement for the purpose of removing buildings and constructing an entrance as follows:
- From Sta. 381+75 to Sta. 382+75, a strip 230 feet wide, North side,
 From Sta. 382+75 to Sta. 382+75, a strip 230-135 feet wide, Northside, and
 From Sta. 382+75 to Sta. 383+50, a strip 135 feet wide, North 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 on completion of this highway project.
16. It is understood and agreed the 1994 growing crops are reserved to Seller until January 1, 1995. Any crops not removed by that date shall become the property of Buyer, and Seller grants Buyer the right to enter and remove any of said crops not removed by said date.

BORROW AGREEMENT

SKD 48-LAFRATTE

PARCEL NO. 48
PROJECT NO. FN-92-4(15)--21-61

COUNTY Madison
ROAD NO. Iowa 92

SELLER: JOHN P. LAFRATTE AND SHIRLEY M. LAFRATTE, HUSBAND AND WIFE

- 1. In consideration of this contract, the provisions of this borrow agreement and the total Lump Sum shown on Page 1 of this contract, Seller hereby grants to Buyer a Temporary Easement for Borrow to the real estate situated in the SE1/4 NE1/4 of Section 30, Township 76 North, Range 26 West, County of Madison, State of Iowa, more particularly described as follows:

From Sta. 366+97±PL to Sta. 371+30, a strip 545 (OR) to 660 (OR) feet wide, North side;
From Sta. 371+30 to Sta. 371+30, a strip 660 (OR) to 116±PROP.R/W feet wide, North side;

as measured from the centerline of the proposed highway, as shown on the plans for said highway project.

- 2. BORROW AREA REHABILITATION AGREEMENT:

Seller agrees to accept and Buyer agrees to apply the proposed erosion control measures as set out in the specifications for this project.

It is understood and agreed the borrow area will be left as a pond upon completion of this highway improvement project.

IT IS FURTHER AGREED AS FOLLOWS:

- 3. The Resident Construction Engineer will release the said easement rights by recording a Release of Temporary Easement, with a copy to Seller, not later than one year after the grading, paving, shouldering, and erosion control on the project have been completed.
- 4. Should temporary fencing be necessary around the borrow area during construction, the Seller will construct same and an additional payment will be made by the Buyer based upon \$10.00 per rod for woven wire, \$8.25 per rod for barbed wire, and \$5.00 per rod for electric fence. The fences so constructed will be measured by the Resident Construction Engineer and paid on claim forms furnished by the Buyer.

ABBREVIATIONS:

OR means office relocation
±PL means plus or minus property line
±PROP.R/W means plus or minus proposed right of way line

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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 John P. LaFratte
John P. LaFratte
RR 1, Box 246
Winterset, Iowa 50273

x Shirley M. LaFratte
Shirley M. LaFratte

SELLER'S ALL-PURPOSE ACKNOWLEDGMENT

STATE OF IOWA)
COUNTY OF MADISON) ss:

On this 18 day of OCTOBER, A.D. 1994, before me, the undersigned, a Notary Public in and for said State, personally appeared

JOHN P. LAFRATTE and SHIRLEY M. LAFRATTE

X 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 entity upon behalf of which the person(s) acted, executed the instrument.

(NOTARY SEAL)

Sandra K. Duff (Sign in Ink)
(Print/Type Name)
Notary Public in and for the State of Iowa

CAPACITY CLAIMED BY SIGNER:

- INDIVIDUAL
- CORPORATE
Title(s) of Corporate Officer(s): _____
- Corporate Seal is affixed
- No Corporate Seal procured
- PARTNER(s): Limited Partnership
 General Partnership
- ATTORNEY-IN-FACT
- EXECUTOR(s) or TRUSTEE(s)
- GUARDIAN(s) or CONSERVATOR(s)
- OTHER: _____

SIGNER IS REPRESENTING:

List name(s) of entity(ies) or person(s)



BUYER'S ACKNOWLEDGMENT

STATE OF IOWA: ss On this 21st day of November, 1994, 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 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

Nancy Halverson 10-31-94
Recommended by: Project Agent (Date)

Robert L. North NOV 21 1994
Approved by: Right of Way Director (Date)

ROBERT L. NORTH





IOWA DEPARTMENT OF TRANSPORTATION

ACQUISITION PLAT EXHIBIT 'A'

COUNTY MADISON STATE CONTROL NO. 81-0800
 PROJECT NO. FN-92-4(15)--21-61 PARCEL NO. 48
 SECTION 29 & 30 TOWNSHIP 76 N RANGE 26 W
 ROW-FEE _____ AC. EASE 3.66 AC. EXCESS - FEE _____ AC
 ACQUIRED FROM _____

