## DEED RECORD 127 Page 1 lowa Department of Transportation **PARTIAL ACQUISITION CONTRACT** PARCEL NO. \_6\_\_ COUNTY ... Madison \_\_\_\_\_ PROJECT NO. FN-92-4(18)--21-61 THIS AGREEMENT made and entered into this 20 Hay of March \_\_\_\_\_ A.D. 19 9/\_ by and between <u> Michael McNamara and Barbara J. McNamara, his wife</u> Seller, and 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 the Buyer, and Buyer agrees to buy the <u>NW# NW# Section 2. Township 75 North. Range 28 West</u> County (XXXXXX) \_\_\_\_Madison\_\_\_\_\_ ...\_\_\_\_\_, State of Iowa, and more particularly described on Page <u>3</u> and which include the following buildings, Improvements and other property: \_\_\_\_Land\_only\_ . KOKKKI KAKIKAKAKA KAKA KAKAKA KOKKA KAKAKA KAKIKA KAKIKAKA KAKIKA KAKIKA KAKIKA KAKIKA KAKIKA KAKAKA KAKAKA K 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 the Buyer for all claims per the terms of this contract and discharges the 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 to surrender physical possession of the premises as shown on or before the dates listed below.

320.00	on right of possession on conveyance of title on surrender of possession	60 days after Buyer approval Immediate		
310.00 BREAKDOWN: ac.=acres	on possession and conveyance     TOTAL LUMP SUM     sq.ft.=square feet			
Land by Fee Title 0.01	^^^	Buildings & Improvements	\$	
Jnderlying Fee Title	ac./sq.ft. \$	Fence <u>5</u> rods woven	\$	
Permanent Easement	ac./sq.ft. \$	Fence rods barbed	\$	
Temporary Easement	ac./sq.ft. \$			
Damages for			\$	

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.

Barbara J. Mcdamara		
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	91 HAR 26 PH 2: 09	
Fee \$15.00	MICHELLE UTSLER	
	RECURDER MADISON COUNTY-1037A	

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

	against the premises, including	ng all taxes and special assessments payable u	e Seller and SELLER AGREES to pay all liens are until surrender of possession as required by Sect addresses of lienholders are:	
				• •
7.	to the Total Lump Sum, Buye by this transaction to Seller's Office of Right of Way, Ames agrees to pay the cost of abstrict if requested by the Buyer, if the court approval costs and all of	er agrees to pay \$	thorities as payees on warrants as contract payments for the cost of adding title docu WILL furnish and deliver to lowa. Department of date showing merchantable title to the premises seller. SELLER AGREES to obtain court approval tate, trust, conservatorship or guardianship. Buy to the Buyer, but not attorney fees. Claims for such	ments required Transportation, in Selter, Buyer of this contract, er agrees to pay
8.	expense to Seller. Where Bu vehicle access control purpo	uyer specifically agrees to construct and mai uses only at no expense to the Seller. Buyer sha	d are damaged by highway construction shall be nationally intain fence, the fence shall be constructed and the shall have the right of entry upon Seller's remaining	I maintained for property along
•			in tile and constructing and maintaining said fe ng private property or maintaining the same to re	
9.	Buyer will pay any remaining		vorship and not as tenants in common at the time and will accept title solely from that survivor, p	
10.	These premises are being ac Value by Section 428A.1 of t		s exempt from the requirements for the filing of	a Declaration of
11		of Seller's five-year right to renegotiate constr equired by Section 472 52 of the Code of Iowa	uction or maintenance damages not apparent a i.	t the time of the
12	This written contract constit	utes the entire agreement between Buyer and	Seller and there is no agreement to do or not to do	o any act or deed
13.	except as specifically provide Seller states and was seller states.		<ol> <li>solid waste disposal site,</li> </ol>	hazardous
			e premises described and sough	
	MORE OR LESS. The area. The conveya	e Vand surveyor plat, when co	conveyed by Seller contains mpleted, may reflect a slight me area indicated by the surventhis contract.	y differen
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STA pers —	ATE OF IOWA: ss On this sonally appeared	ersons named in and who executed the foregoi	19 91 before me, NAMARA  ng instrument and acknowledged that they exec	the undersigned,
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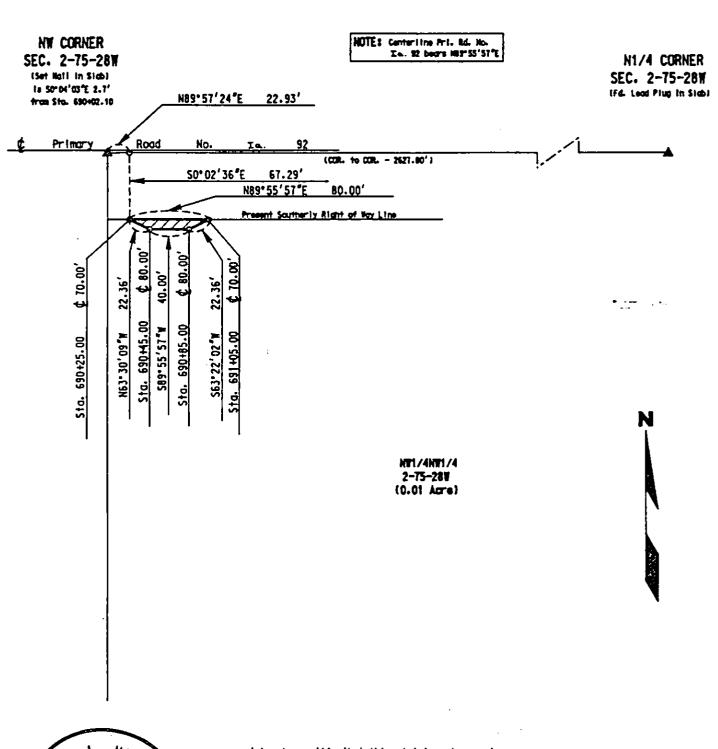
## era 634-61†

## IOWA DEPARTMENT OF TRANSPORTATION



## ACQUISITION PLAT EXHIBIT "A"

COUNTY	•	MADISON			STATE CONTROL NO		
PROJECT NO		FH-92-4(18)21-61			PARCEL NO.	_	
		2	TOWNSHIP	75N	RANGE		
ROW-FEE	_ •	0.01			AC. EXCESS - F	EE	AC
ACQUIRED FROM		MICHAEL MCHAMARA					
		· <del></del> -					





I hereby certify that this plat is a true and accurate representation of the land herein described, made by me or under my direct supervision, and that 1 am a duly registered Land Surveyor under the laws of the State of Igna.

Teslie Marnet 1-25-91

1" = 100'
0' 100'

SCALE

DATE DRAWN \_\_\_\_\_\_\_ | 1-25-91 \_\_\_\_\_\_ | FILMED \_\_\_\_\_\_ | 1" = 100"