Page 1

owa Department of Transportation
PARTIAL ACQUISITION CONTRACT

SAGREEMENT (page and interest into the 36-May in of Roy C. Strain, Deceased:  (CP) Cyrus. Schoolmaker and Ann Schoolmaker, light of Roy C. Strain, Deceased:  (CP) Cyrus. Schoolmaker and Ann Schoolmaker and	ARCEL NO. <u>3</u> ROJECT NO. <u>FN-92-4(18)2</u>	1-61	COUNTY <u>Mad</u> ROAD NO. <u>IA</u>	
And the Rest duary Irust U/M of Roy C. Strain, Deceased  (CP) Cyrus. Schoommaker, and Ann. Schoommaker, alk/a Ann U are Schoommaker.  (CP) Cyrus. Schoommaker, and Ann. Schoommaker, alk/a Ann U are Schoommaker.  (CP) Cyrus. Schoommaker, alk/a Ann U. Schoommaker, alk/a Ann U are Schoommaker.  (CP) Cyrus. Schoommaker, alk Ann. Schoommaker, alk Ann. C. Schoommaker, alk Ann. C. Schoommaker.  (CP) Cyrus. Schoommaker, alk Ann. C. Schoommaker, alk Ann. C. Schoommaker.  (CP) Cyrus. Schoommaker, alk Ann. C. Schoommaker, alk Ann. C. Schoommaker.  (CR) County (NXM) Coun		·		
SCELLER MAY Example 1 to receive the state of lowe, Buyer.  SELLER AGRESS to sell and furnish to Buyer a conveyance document, on termis) tunnished by the Buyer, and Buyer agrees to buy the collowing real state herenater ferred role as the premiser of the following frat 144 Sec. Two. Figs. 1XX.XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX	IIS AGREEMENT made and entered in (Fee) The Mar	nto this 30 Hoday of App. Tital Trust U/W of Roy C. Residuary Trust U/W of R	Strain, Deceased;	D. 19 9/ , by and between
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To country (ATA) (ASC) AND A COUNT OF THE COLOR STATE OF THE COLOR STA	ler, and Iowa Department of Transpo	rtation, acting for the State of Iowa, Buy	₹ <b>.</b>	
REMONDATION OF THE PROPERTY OF	following real estate, hereinafter re	ferred to as the premises, situated in parts	s of the following (1/4 1/4 Sec./Tw	vp./Rge.) <b>XXXXXXXXXXXXX</b> XX
The premises also includes all estates, rights, titls and interests, including all easements, and all advertising devices and the right to erect such devices as a re 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.  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 herinatter agreed to do so, and agrees to give Buyer ten (10) days notice of Seler's intention to do so by calling Buyer collect.  Suyer 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  on right of possession  on conveyance of title  \$	County (※XXXXXofMadison and which include the following b	]	ate of Iowa, and more particularl rty:Land_only	y described on Page
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Ray E. Strain. Trustee  9709 England  Overland Park. Kansas 66212  X  Ray E. Strain  Train F Strain  France 504  Box 3  Van Meter, TA 50261  Michelle Utsler  Recorder  MADISON COUNTY. IOWA  Fee \$30.00	tify the total lump sum payment sho	wn herein is just and unpaid.	val and execution by the Buyer.	we the undersigned claimants
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Fee \$30.0				RECORDER
5. Each page and each attachment is by this reference made part hereof and the entire agreement consists of pages.				
	5. Each page and each attachment	is by this reference made part hereof and	the entire agreement consists o	of _ 5 pages.
	ribution: White Copy - Original; Pink Copy - Ad	counting, Blue Copy - Seller's	- 117 Hz	H J THISHOR

ORIGINAL COPY

7.	
•	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 low Department of Transportation Office of Right of Way. Ames, lows 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.
3.	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.
€.	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.
0	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.
1.	Buyer hereby gives notice of Seller's five-year right to renegotiate construction or maintenance damages not apparent at the time of this signing of this contract as required by Section 472.52 of the Code of Iowa.
2.	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 dee except as specifically provided for herein.
	Seller states and warrants that there is no well, solid waste disposal site, hazardou substances, nor underground storage tanks on the premises described and sought herein
	It is understood and agreed the premises to be conveyed by Seller contains 0.48 acr MORE OR LESS. The land surveyor plat, when completed, may reflect a slightly differ area. The conveyance document will reflect the area indicated by the survey plat, will not change the total lump sum as shown in this contract.  It is understood and agreed that the lump sum payment on page 1 does not include payment for owner's private waterline located at the northwest corner. The plans will be noted to not disturb the waterline which is approximately 5 feet deep.
	be noted to not distall the water that will is approximately o reco deep.
	$rac{1}{2} rac{1}{2$
EL TA ers	TE OF IOWA: ss On this 21st day of
יסר	wn to me to be the identical persons named in and who executed the foregoing instrument and acknowledged that they executed the same rivoluntary act and deed.
	CLYDE C. BARNES  Cly Le C. Barnes  Noticy Public in and for the State of Iowa
UY	ZER'S ACKNOWLEDGMENT
uy ire	TE OF IOWA: ss On this 30th day of April April 19 91, before me, the undersigned constitution of the execution of said instrument, which signature appears hereon, to be the voluntary act and deed of the Buyer and by intarily executed.
	Just c in god for the State of lowa
•	
U1	VER'S APPROVAL

ROBERT L. NORTH

Page 3

CEL NO3 JECT NO. <u>FN-92-4(18)21-6</u>		COUNTY _Madison	
JECT NO. <u>FN-92-4(18)21-6</u>	51	ROAD NO. <u>IA 92</u>	<del></del>
- <del> </del>			<del></del>
AGREEMENT made and entered into	this 30th day of	Bpril AD 19	7 / by and betw
(Fee)_ The MaritalTrus:	t_U/W of Roy C. St	rain, Deceased:	
and the Residuar	y Trust U/W of Roy	C. Strain, Deceased	<del>-</del>
<u>(CP)</u> Cynus_Schoonmaker	cand Ann Schoonmal	ker_a/k/a_Ann_CSchoonmaker.	_a/k/a Ann Cla
husband_and_wife_			Schoonmak
r, and Iowa Department of Transportat	tion, acting for the State of Id	owa, Buyer.	
SELLER AGREES to sell and furnish	n to Buyer a conveyance doc	ument, on form(s) furnished by the Buyer, and	Buyer agrees to buy
		ed in parts of the following (1/4 1/4 Sec./Twp./Re	
NW3 NW3 and NE3_N	NW <u>l Section 3. Tow</u>	<u>nship 75 North. Range 29 West</u>	
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County (MKK) OfMadison_		, State of lows, and more particularly des	cribed on Page . $\frac{2}{}$
and which include the following built	dings, improvements and oth	ner property:Land_only	<del></del>
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5. Each page and each attachment is by this reference made part hereof and the entire agreement consists of \_\_ 5\_\_\_ pages.

PORERT L. HORTH

€.	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 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 dámages 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.
	ller states and warrants that there is no well, solid waste disposal site, hazardous bstances, nor underground storage tanks on the premises described and sought herein.
MOI are wi	is understood and agreed the premises to be conveyed by Seller contains <u>0.48 acres RE OR LESS</u> . The land surveyor plat, when completed, may reflect a slightly differencea. The conveyance document will reflect the area indicated by the survey plat, bu ll not change the total lump sum as shown in this contract.  is understood and agreed that the lump sum payment on page 1 does not include payment owner's private waterline located at the northwest corner. The plans will be noted to
no	t disturb the waterline which is approximately 5 feet deep.
	LER'S ACKNOWLEDGMENT
	TE OF IOWA: ss On this day of, 19, before me, the undersigned, conally appeared
	wn to me to be the identical persons named in and who executed the foregoing instrument and acknowledged that they executed the same as rivoluntary act and deed.
	Notary Public in and for the State of Iowa
STA pers Buy Dire	TER'S ACKNOWLEDGMENT  INTEROF IOWA: ss On this 30th day of April 1991 before me, the undersigned, sonally appeared Robert L. North , 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 better acknowledged the execution of said Instrument, which signature appears hereon, to be the voluntary act and deed of the Buyer and by it intarily executed.
	Notary Purple in and for the State of lowe
BU	YER'S APPROVAL
Re	Clyde & Barnez. 4-3-91
	APR 30 1991
AP	ROBERT L. NORTH

13.

14.

15.

DEED RECORD 127

	R EXECUTOR, ADMINISTRATOR, GUARDIAN, CONSERVATOR, OR TRUSTEE
STATE OFKANSAS	county of Johnson, ss:
RAY E. STRAIN	day of <u>March</u> , A.D., 19 91, before me, the undersigned and for the State of <u>KANSAS</u> , personally appeared to me personally known to be cuted the foregoing instrument, who, being by me duly sworn, did
sa that the 4x the	is TRUSTEE of ROY STRAIN TRUST hat he (%), as such fiduciary, executed the same as the leed of himself (%), and of such fiduciary
and acknowledged.	hat he (xhe), as such fiduciary, executed the same as the
Mountany age t and	leed of himself (hexxexx) and of such fiductary.
CA 10	
A STORAL WINDS	
SEACY WAS THE	Notary Public in and for the State of KANSAS
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ACKNOW FROMENT FOR	·
ACKNOWLEDGMENT FOR I	EXECUTOR, ADMINISTRATOR, GUARDIAN, CONSERVATOR, OR TRUSTEE
STATE OF	COUNTY OF PACIAS . SS:
On this 26Ha	day of MANCE AD 1091 has
a Notary Public in a	day of Manch, A.D., 1991, before me, the undersigned, and for the State of Four personally appeared personally known to be sted the foregoing instrument, who, being by me duly sworn, did the foregoing instrument, who, being by me duly sworn, did
the person who execu	to the formally known to be
say that he (she) is	the foregoing instrument, who, being by me duly sworn, did
and acknowledged tha	t he (che) as such fiduciani
	AND THE PROPERTY AND DESCRIPTION OF SHORE TRANSPORTED FOR THE PROPERTY OF THE
	CLYDE C. BARNES  Clyde C. BARNES  Notary Public Clyde C. BARNES
(SEAL)	Notary Public in and for the State of Tan.A

(c/e 634-41'

## IOWA DEPARTMENT OF TRANSPORTATION



## ACQUISITION PLAT EXHIBIT "A"



