



PARTIAL ACQUISITION CONTRACT

PARCEL NO. 23
PROJECT NO. FN-169-3(29)--21-61

COUNTY Madison
ROAD NO. U.S. 169

THIS AGREEMENT made and entered into this 31st day of October, A.D. 19 89, by and between

Byron L. Friend and June A. Friend, his wife

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 following real estate, hereinafter referred to as the premises, situated in parts of the following (1/4 1/4 Sec./Twp./Rge.) ~~XXXXXX~~ NE 1/4 SE 1, SE 1/4 SE 1, Section 12; NE 1/4 NE 1, Section 13; township 76 North; Range 28 West

County ~~XXXX~~ of Madison, State of Iowa, and more particularly described on Page 4 & 5

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.

| Payment Amount | Agreed Performance | Date |
|---|---------------------------------|--|
| \$ <u>750⁰⁰</u> | on right of possession | <u>60 days after Buyer approval</u> |
| \$ <u>-0-</u> | on conveyance of title | <u>December 1, 1989</u> |
| \$ <u>-0-</u> | on surrender of possession | |
| \$ <u>750⁰⁰</u> | on possession and conveyance | |
| TOTAL LUMP SUM | | |
| BREAKDOWN: ac.=acres sq.ft.=square feet | | |
| Land by Fee Title | _____ ac./sq.ft. | \$ _____ Buildings & Improvements \$ _____ |
| Underlying Fee Title | _____ ac./sq.ft. | \$ _____ Fence <u>-0-</u> rods woven \$ _____ |
| Permanent Easement | <u>0.20</u> ac./ xxx | \$ _____ Fence <u>-0-</u> rods barbed \$ _____ |
| Temporary Easement | _____ ac./sq.ft. | \$ _____ |
| Damages for | _____ | \$ _____ |

4. SELLER WARRANTS that there are no tenants on the premises holding under the lease except: Dan Ryner

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 Byron L. Friend
Byron L. Friend

X June A. Friend
June A. Friend

Rural Route 2
Winterset, IA 50273



FILED NO. 897

BOOK 121 PAGE 498

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MARY E. WELTY
RECORDER
MADISON COUNTY, IOWA
Fee \$25.00

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

For Supplemental Contract
see Deed Rec 187-312

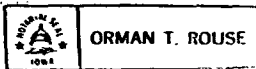
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- 6. This contract shall apply to and bind the legal successors in interest of the Seller and SELLER AGREES to pay all liens and assessments against the premises, including all taxes and special assessments payable until surrender of possession as required by Section 427.2 of the Code of Iowa, and agrees to warrant good and sufficient title. Names and addresses of lienholders are: Farmers and Merchants State Bank, P.O. Box 29, Winterset, IA 50273
- 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 Iowa 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 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 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.

SELLER'S ACKNOWLEDGMENT

STATE OF IOWA: ss On this 7th day of October, 19 89, before me, the undersigned, personally appeared Byron L. Friend and June A. Friend

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.

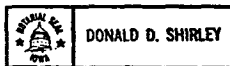


Orman T. Rouse
Notary Public in and for the State of Iowa

BUYER'S ACKNOWLEDGMENT

STATE OF IOWA: ss On this 31st day of October, 19 89, before me, the undersigned, personally appeared 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.



Donald D. Shirley
Notary Public in and for the State of Iowa

BUYER'S APPROVAL

Orman T. Rouse 10-9-89
Recommended by: Project Agent (Date)

Bill McGuire OCT 31 1989
Approved By: Right of Way Director (Date)

DONALD D. SHIRLEY

[CFILE 8, A:FRIEND]

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SUPPLEMENTAL AGREEMENTS

Parcel No. 23
 Project No. FN-169-3(29)--21-61

Madison County
 U.S. 169

SELLER: Byron L. Friend and June A. Friend, his wife

13. Buyer agrees to construct a Type "C" entrance at Sta. 156+52.25, East side, and to connect same to the existing entrance as shown on the plans for this project. Any existing entrances not listed in this contract will be eliminated.
14. It is understood and agreed that the entrances at Sta. 152+90 and Sta. 169+00, both East side, will be closed.
15. It is understood and agreed that the entrances at Sta. 189+00, West side, and Sta. 194+50, East side, will be used as constructed.
16. Seller states and warrants that there is no well, solid waste disposal site, hazardous substances, nor underground storage tanks on the premises described and sought herein.
17. Included in the total lump sum shown on Page 1 of this contract is compensation to Seller for costs of replacing fence within the proposed Temporary Easement area.
18. Buyer is granted a "Temporary Easement" upon the property of the Seller as follows: *(To construct entrance)*
 - From sta 6158+65.68(T.S.) to sta 6161+50 a strip 76+ to 30 ft wide west side,
 - From sta 6158+20+ Ex R/W to sta 6159+00 a strip 60-50 ft wide east side,
 - From sta 6159+00 to sta 6161+50 a strip 50-25 ft wide east side as measured from the centerline of lane as shown on plans. Said temporary easement rights shall terminate upon completion of this highway project.

DESCRIPTION OF PREMISES

Parcel No. 23
 Project No. FN-169-3(29)--21-61

Madison County
 U.S. 169

SELLER: Byron L. Friend and June A. Friend, his wife

| <u>From Sta.</u> | <u>To Sta.</u> | <u>Strip Width in Feet</u> | <u>Side</u> |
|---------------------|----------------|----------------------------|-------------|
| 164+00 | 165+00 | 80±ExR/W to 85 | East |
| 165+00 | 166+34+PL | 85 to 55±ExR/W | East |
| <i>OT.R.</i> 175+00 | 175+75 | 110±ExR/W to 70±ExR/W | East ✓ |

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

ABBREVIATIONS:

±ExR/W means plus or minus existing right of way
 ±PL means plus or minus property line
 ML means main line
 TS means tangent to spiral
 SR means side road

