



Iowa Department of Transportation  
PARTIAL ACQUISITION CONTRACT

PARCEL NO. 28  
PROJECT NO. FN-169-3(29)--21-61

COUNTY Madison  
ROAD NO. U.S. 169

THIS AGREEMENT made and entered into this 12th day of December, A.D. 19 89, by and between

Kenneth O. Payne and Enolia A. Payne, husband and 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~~  
SE-SE $\frac{1}{4}$ , NE-SE $\frac{1}{4}$ , SE-NE $\frac{1}{4}$ , Section 1; NE-NE $\frac{1}{4}$ , Section 12; Township 76 North,  
Range 28 West; SW-SW $\frac{1}{4}$ , Section 6, Township 76 North, Range 27 West

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

~~XX~~

~~XX~~

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>-0-</u>	on right of possession	<u>60 days after Buyer approval</u>
\$ <u>14,000.00</u>	on conveyance of title	<u>Immediate</u>
\$ <u>-0-</u>	on surrender of possession	
\$ <u>-0-</u>	on possession and conveyance	
\$ <u>14,000.00</u>	<b>TOTAL LUMP SUM</b>	

BREAKDOWN:		ac.=acres	sq.ft.=square feet		
Land by Fee Title	<u>4.6</u>	ac. <del>4.6</del>	\$ _____	Buildings & Improvements	\$ _____
Underlying Fee Title	_____	ac./sq.ft.	\$ _____	Fence <u>215</u> rods woven	\$ _____
Permanent Easement	_____	ac./sq.ft.	\$ _____	Fence _____ 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: NONE

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.

*Kenneth O. Payne*  
\_\_\_\_\_  
Kenneth O. Payne

*Enolia A. Payne*  
\_\_\_\_\_  
Enolia A. Payne

RR 2, Box 33  
Winterset, IA 50273

Comp.

FILED NO. 1263

BOOK 121 PAGE 704

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MARY E. WELTY  
RECORDER  
MADISON COUNTY, IOWA

Fee \$20.00

- 5. Each page and each attachment is by this reference made part hereof and the entire agreement consists of 4 pages.

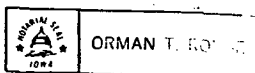
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9-8-92

- 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 Home Administration, Des Moines, IA 50309
- 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 426A.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 November, 19 89, before me, the undersigned, personally appeared Kenneth O. Payne and Enolia A. Payne

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 12th day of December, 19 89, before me, the undersigned, personally appeared Robert L. North, 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  
DONALD D. SHIRLEY

**BUYER'S APPROVAL**

Orman T. Rouse 11-8-89  
Recommended by: Project Agent (Date)

Robert L. North DEC 12 1989  
Approved By: Right of Way Director (Date)

**ROBERT L. NORTH**

DEED RECORD 121

## SUPPLEMENTAL AGREEMENTS

Parcel No. 28  
Project No. FN-169-3(29)--21-61

Madison County  
U.S. 169

SELLER: Kenneth O. Payne and Enolia A. Payne, husband and wife

13. Buyer agrees to construct a Type "C" entrance at Sta. 224+96, Sta. 235+90, and Sta. 238+50, and a Joint Type "C" entrance at Sta. 263+09.9+PL, all West side. All entrances not allowed in this contract will be eliminated.
14. It is understood and agreed that the entrance at Sta. 222+02, West side, will be closed.
15. Buyer is granted a Temporary Easement to construct entrances as follows:
  - From Sta. 224+20 to Sta. 225+35, a distance of 210 feet, West side;
  - From Sta. 234+46.12 (CS) to Sta. 236+21.12 (ST), a distance of 170 to 150 feet, West side;
  - From Sta. 239+00 to Sta. 240+50, a distance of 165 to 145 feet, West side;
  - From Sta. 262+70 to Sta. 263+10+PL, a distance of 150 feet, West side;as measured from the centerline of the proposed highway, as shown on the project plans.

Said Temporary Easement shall terminate upon completion of this highway construction project.
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.

## DESCRIPTION OF PREMISES

Parcel No. 28  
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Madison County  
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SELLER: Kenneth O. Payne and Enolia A. Payne, husband and wife

<u>From Sta.</u>	<u>To Sta.</u>	<u>Strip Width in Feet</u>	<u>Side</u>
218+00	221+58.62 SC	120+ExR/W to 120	West
221+58.62 SC	232+00	120	West
232+00	234+46.12 CS	120 to 90	West
234+46.12 CS	236+21.12 ST	90 to 90	West
236+21.12 ST	240+09.38 PC	90	West
240+09.38 PC	242+25	90 to 95	West
242+25	243+50	95 to 80	West
243+50	245+50	80 to 130	West
245+50	248+88.82 PT	130 to 100	West
248+88.82 PT	263+10+PL	100	West

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

**ABBREVIATIONS:**

SC means point of spiral and curve

CS means curve to spiral

ST means point of spiral and tangent

PC means point of curve

PT means point of tangent

+PL means plus or minus property line

+ExR/W means plus or minus existing right of way