



Iowa Department of Transportation

PARTIAL ACQUISITION CONTRACT

PARCEL NO. 8
PROJECT NO. FW-169-3(29)--21-61

COUNTY Madison
ROAD NO. 169

THIS AGREEMENT made and entered into this 14th day of November, A.D. 19 89, by and between Mobile Plaza, Inc.

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.) or (Lot/Blk./Subdiv.):
NW 1/4 - NW 1/4 Section 30, Township 76 North, Range 27 West

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

~~SELLER DOES NOT WARRANT OR AGREE TO CONVEY TO BUYER ANY RIGHTS OR INTERESTS IN ANY HIGHWAY OR OTHER PUBLIC IMPROVEMENT PROJECT~~

~~BUYER AGREES TO SELLER THE RIGHT TO ACCESS THE FOLLOWING ROAD TO THE PREMISES:~~

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>1,500.00</u>	on right of possession	
\$ <u>-0-</u>	on conveyance of title	<u>60 days after Buyer approval</u>
\$ <u>-0-</u>	on surrender of possession	<u>Immediate</u>
\$ <u>1,500.00</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>45</u> rods woven \$ _____
Permanent Easement	<u>0.67</u> 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

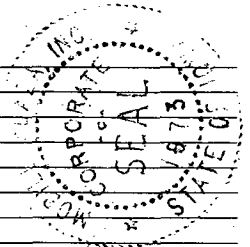
SELLER'S SIGNATURE AND CLAIMANT'S CERTIFICATION: Upon due approval and execution by the Buyer, we the undersigned claimants certify the total lump sum payment shown herein is just and unpaid.

Mobile Plaza, Inc.
7085 Bloomfield Road
Des Moines, Iowa 50320

By: Curtis C. Allen
Curtis C. Allen - President and Secretary

Compared

FILED NO. 1135
BOOK 121 PAGE 655
89 NOV 28 AM 11:19
MARY E. WELTY
RECORDER
MADISON COUNTY, IOWA
Fee \$20.00



IND.
REC.
PAGE

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

ALL INFORMATION CONTAINED HEREIN IS UNCLASSIFIED
DATE 7-8-92 BY [signature]

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:

Union State Bank, 201 West Court., Box 110, Winterset, Iowa 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.

13. 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.

14. Buyer agrees to construct a type "C" entrance at Sta.27+14, a joint type "C" entrance at Sta.48+42+PL and a 30' type "C" entrance at Sta.39+65 all East side.

15. Seller grants Buyer temporary easement for the purpose of constructing an entrance upon Seller's property described as: from Sta.41+44 to Sta.41+65+PL a distance of 190 feet East side, from Sta.48+42+P.L. to Sta.48+90 a distance of 190 feet East side, as measured from the centerline of the proposed highway and as shown on the project plans. Said temporary easement shall terminate upon completion of this highway project.

ABBREVIATIONS: +PL means plus or minus property line

SELLER'S ACKNOWLEDGMENT

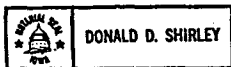
STATE OF IOWA: ss On this _____ day of _____, 19____, before me, the undersigned, personally appeared _____

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.

Notary Public in and for the State of Iowa

BUYER'S ACKNOWLEDGMENT

STATE OF IOWA: ss. On this 14th day of November, 1989, 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

Gymor T. Rava
Recommended by: Project Agent (Date) 10-2-89

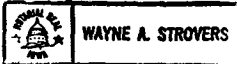
Robert L. North
Approved By: Right of Way Director (Date) NOV 14 1989

ROBERT L. NORTH

CORPORATE ACKNOWLEDGMENT

STATE OF Iowa, COUNTY OF Madison, ss:

On this 29th day of September, A.D., 1989, before me, the undersigned, a Notary Public in and for the State of _____, personally appeared Curtis C. Allen ~~and~~ is to me personally known, who, being by me duly sworn, did say that ~~they are~~ the President and Secretary respectively, of said MOBILEPLAZA, Inc., that ~~(no seal has been procured by)~~ (the seal affixed thereto is the seal of) said corporation, and that said instrument was signed on behalf of said corporation by authority of its Board of Directors; and the said Curtis C. Allen ~~and~~ _____, as such officers, acknowledged the execution of said instrument to be the voluntary act and deed of said corporation, by it and by them voluntarily executed.



Wayne A. Strovers
Notary Public in and for the State of Iowa

(SEAL)

IOWA DEPARTMENT OF TRANSPORTATION

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RIGHT OF WAY PLAT
EXHIBIT "A"

COUNTY MADISON STATE CONTROL NO. 61-1100
 PROJECT NO. FN-169-3(29)--21-61 PARCEL NO. 8
 SECTION 30 TOWNSHIP 76 N RANGE 27 W
 ROW - FEE AC, EASE 0.67 AC, EXCESS - FEE AC
 ACQUIRED FROM MOBILE PLAZA, INC.

Relocated Primary Road No. U.S. 169

NW Corner

Sec. 30 - 76 - 27

(Found)

S89°26'56"E 3.21' from
Sta. 60+28.62

N89°26'56"W 101.84'

E105.00' Sta. 60+31.96
(P.L. Sta. 60+28.62)

N0°23'13"E 432.22'

E120.00' Sta. 56+00.00

N9°18'57"E 302.21'

E83.48' Sta. 53+00.00

S90°00'00"E 50.00'

NW1/4 NW1/4
Sec. 30 - 76 - 27
(0.67 Acre)

30°00'00"W 731.42'

Right of Way (line)

(Present easterly)

P.T. Sta. 45+54.11



N

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 I am a duly registered Land Surveyor under the laws of the State of Iowa.

Leslie J. Marousek 2-6-89
Leslie J. Marousek, Reg. No. 6263, Dist.



SCALE 1" = 200'

DATE DRAWN

W1/4 Corner
Sec. 30 - 76 - 27

(Found)

S89°35'03"E 32.77' from
Sta. 34+01.46

Relocated Primary Road No. U.S. 169