



PARTIAL ACQUISITION CONTRACT

COMPUTER

PARCEL NO. 15
PROJECT NO. FN-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 Audrey H. Collins and Jerrold B. Oliver as Trustees of the trust created under the Will of Rival W. Collins, deceased, and Audrey H. Collins, single (All Fee)

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.) ~~SW-NW1/4, Section 19, Township 76 north, Range 27 west~~
SW-NW1/4, Section 19, Township 76 north, Range 27 west
SW-SW1/4, Section 18, Township 76 North, Range 27 West

County (~~WORTH~~) of Madison, State of Iowa, and more particularly described on Pages 4, 5 & 6

~~SELLER AGREES TO CONVEY TO BUYER THE FOLLOWING DESCRIBED PROPERTY:~~

~~EXCEPT AS SHOWN ON THE FOLLOWING SURVEY, MAPS AND RECORDS:~~

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>7,650.00</u>	on right of possession	<u>60 days after Buyer approval</u>
\$ <u>0</u>	on conveyance of title	
\$ <u>0</u>	on surrender of possession	<u>immediate</u>
\$ <u>7,650.00</u>	on possession and conveyance	
TOTAL LUMP SUM		
BREAKDOWN:	ac.=acres	sq.ft.=square feet
	<u>1.83</u>	XXXX
Underlying Fee Title	ac./sq.ft.	\$
Permanent Easement	ac./sq.ft.	\$
Temporary Easement	ac./sq.ft.	\$
Damages for		

Buildings & Improvements
Fence 103 rods woven
Fence _____ rods barbed

Compared

FILED NO. 1164
BOOK 121 PAGE 660
89 DEC -1 AM 10:31
MARY E. WELTY
RECORDER
MADISON COUNTY, IOWA

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

Fee \$30.00

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 Audrey H. Collins
Audrey H. Collins
Individually and as Trustee
of the Rival W. Collins Trust
515 East Court
Winterset, Iowa 50273

x Jerrold B. Oliver
Jerrold B. Oliver, Trustee
of the Rival W. Collins Trust
c/o Jerrold B. Oliver
Attorney at Law
F&M Bank Bldg.
Winterset, Iowa 50273

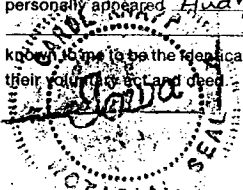
New Contract 130-360
9-8-92

5. Each page and each attachment is by this reference made part hereof and the entire agreement consists of 6 pages.

- 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: 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 \$ 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

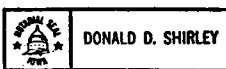
STATE OF IOWA: ss On this 18 day of October, 1989 before me, the undersigned, personally appeared Audrey H. Collins & Gerald B. Oliver Trustees and Audrey H. Collins Individually known to me to be the identical persons named in and who executed the foregoing instrument and acknowledged that they executed the same as their voluntary act and deed.



Carl Knapp
Notary Public in and for the State of Iowa

BUYER'S ACKNOWLEDGMENT

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

Gerrit A. Rona 10-20-89
Recommended by: Project Agent (Date)

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



SUPPLEMENTAL AGREEMENTS

Parcel No. 15
Project No. FN-169-3(29)--21-61

County Madison
Road No. 169

SELLER Audrey H. Collins and Jerrold B. Oliver, as Trustees of the Trust created under the will of Rival W. Collins, deceased, and Audrey H. Collins, single (All Fee)

- 13. Buyer agrees to construct a joint type "C" entrance at STA 86+84+PL; a type "C" entrance at STA 98+04 and 108+17. all east side. All entrances not allowed in this contract will be eliminated.
- 14. Buyer is granted a Temporary Easement to construct entrance as follows:
From STA 86+84+PL to STA 87+40, a distance of 190 feet, east side
From STA 87+40 to STA 88+00, a distance of 190-100 feet, east 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
- 15. Seller states and warrants that there is no well, solid waste disposal site, hazardous waste, nor underground storage tanks on the premises.
- 16. ~~Seller agrees to Quit Claim all their rights in the tract of land lying in the SW SW of Section 16, Township 26 North, Range 47 West, Madison County, Iowa, containing 0.07 acres, more or less.~~

STATE OF IOWA, MADISON COUNTY, ss:

On this 18th day of October, A.D., 1989, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Audrey H. Collins and Jerrold B. Oliver, to me personally known to be the identical persons who executed foregoing instrument, who being by me duly sworn, did say that they are the Trustees of the Trust created under the Will of Rival W. Collins, and acknowledged that they, as such fiduciaries, executed the same as the voluntary act and deed of themselves and of such fiduciaries.



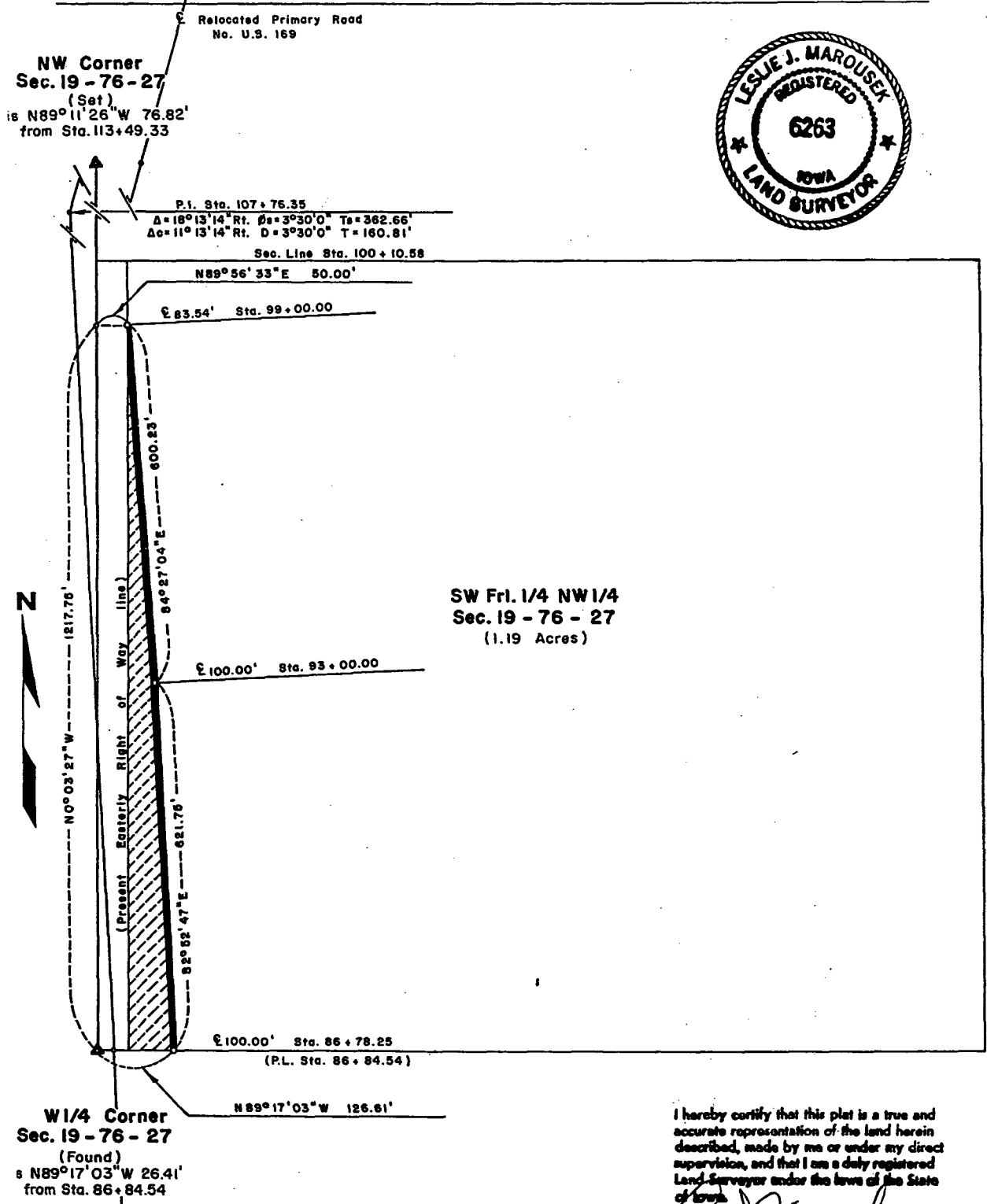
Carol Knapp (Sign in Ink)
Carol Knapp
Notary Public in and for the State of Iowa

IOWA DEPARTMENT OF TRANSPORTATION *Page 4*



RIGHT OF WAY PLAT (1 OF 3)
EXHIBIT "A"

COUNTY MADISON STATE CONTROL NO. 61-1100
 PROJECT NO. FN-169-3(29)--21-61 PARCEL NO. 15
 SECTION 19 TOWNSHIP 76 N RANGE 27 W
 ROW - FEE 1.19 AC, EASE 1.19 AC, EXCESS - FEE AC
 ACQUIRED FROM AUDREY H. COLLINS, ET AL



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.

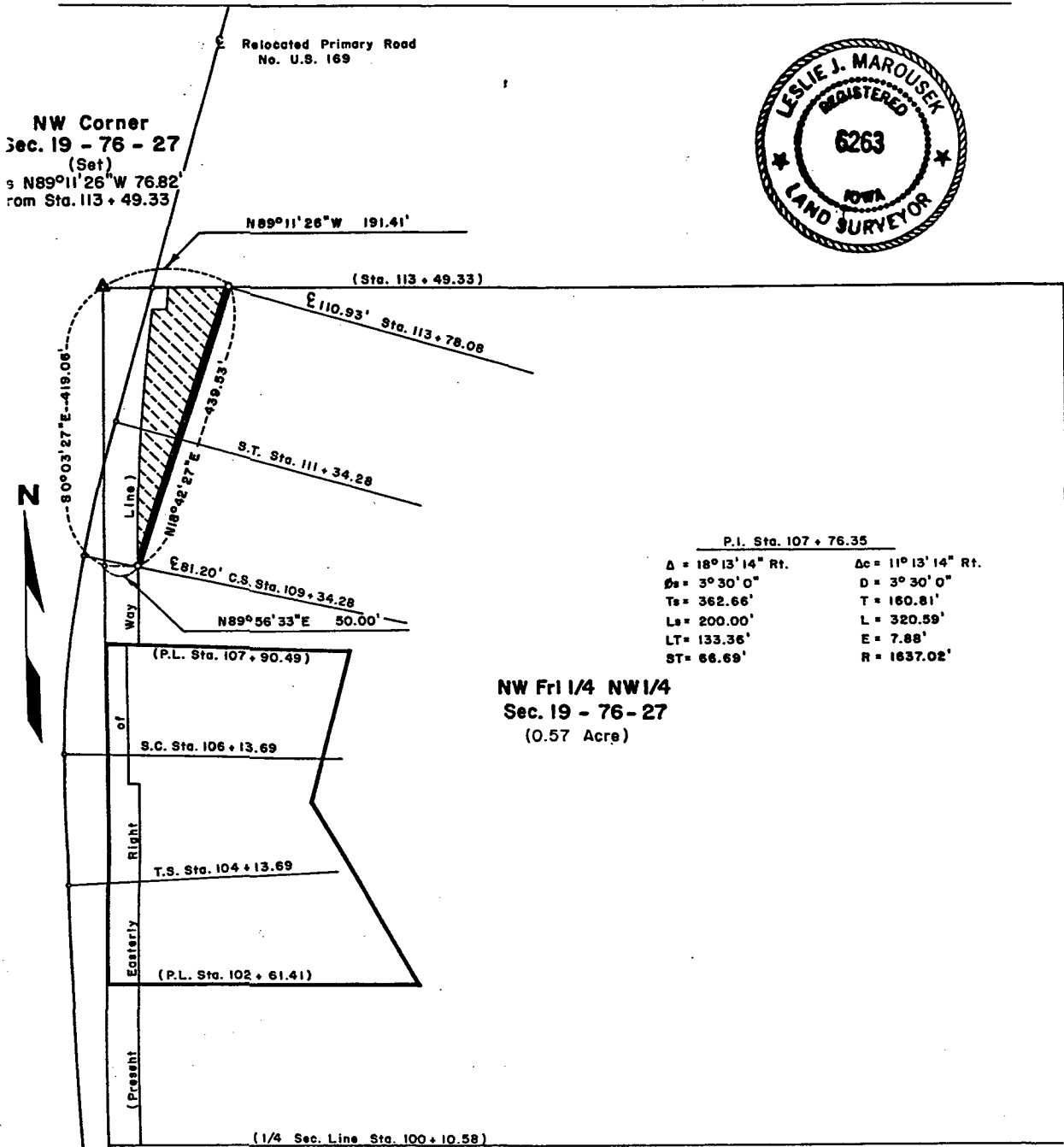
Leslie J. Marousek 2-7-89
 Leslie J. Marousek, Reg. No. 6263 Date





RIGHT OF WAY PLAT (2 OF 3)
EXHIBIT "A"

COUNTY MADISON STATE CONTROL NO. 61-1100
 PROJECT NO. FN-169-3(29)--21-61 PARCEL NO. 15
 SECTION 19 TOWNSHIP 76 N RANGE 27 W
 ROW - FEE AC, EASE 0.57 AC, EXCESS - FEE AC
 ACQUIRED FROM AUDREY H. COLLINS, ET AL



P.I. Sta. 107 + 76.35	
$\Delta = 18^{\circ}13'14''$ Rt.	$\Delta c = 11^{\circ}13'14''$ Rt.
$\phi_s = 3^{\circ}30'0''$	$D = 3^{\circ}30'0''$
$T_s = 362.66'$	$T = 160.81'$
$L_s = 200.00'$	$L = 320.59'$
$LT = 133.36'$	$E = 7.88'$
$ST = 66.69'$	$R = 1637.02'$

NW Fri 1/4 NW 1/4
 Sec. 19 - 76 - 27
 (0.57 Acre)

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 2-7-89
 Leslie J. Marousek, Reg. No. 6263 Date



1" = 200'

DATE DRAWN _____

SCALE _____

NW Corner
 Sec. 19 - 76 - 27
 (Set)
 N89°11'26" W 76.82'
 from Sta. 113 + 49.33



W 1/4 Corner
 Sec. 19 - 76 - 27
 (Found)
 N89°17'03" W 26.41'
 from Sta. 86 + 84.54

Way of Right of Easterly (Present)

(1/4 Sec. Line Sta. 100 + 10.58)

(P.L. Sta. 107 + 90.49)
 S.C. Sta. 106 + 13.69
 T.S. Sta. 104 + 13.69
 (P.L. Sta. 102 + 61.41)

Relocated Primary Road
 No. U.S. 169

N89°11'26" W 191.41'

(Sta. 113 + 49.33)

E 110.93' Sta. 113 + 76.08

S.T. Sta. 111 + 34.28

E 81.20' C.S. Sta. 109 + 34.28

N89°56'33" E 50.00'

IOWA DEPARTMENT OF TRANSPORTATION

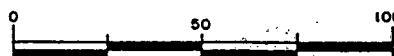
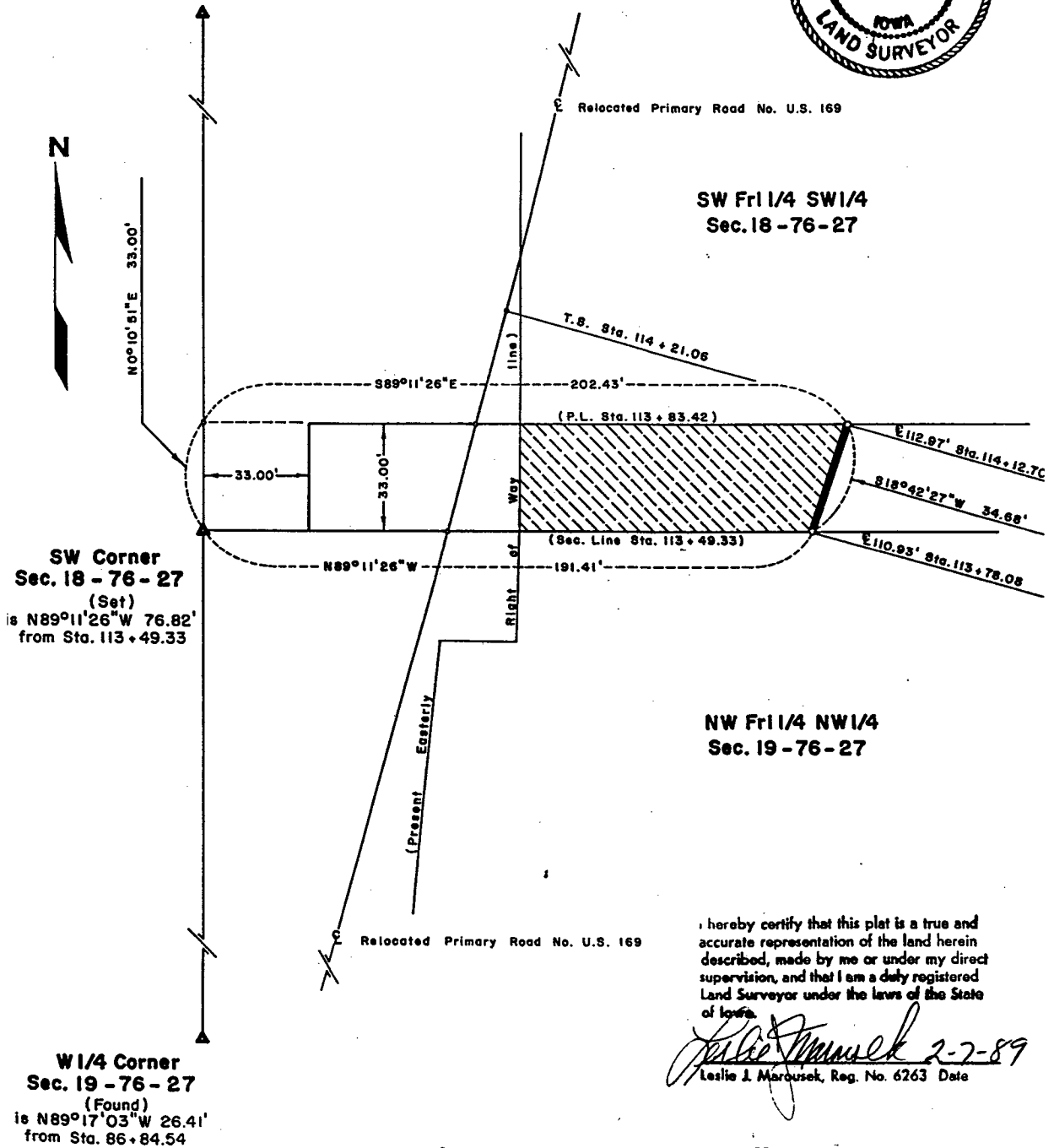
Page 6



RIGHT OF WAY PLAT
EXHIBIT "A" (3 OF 3)

COUNTY MADISON STATE CONTROL NO. 61-1100
 PROJECT NO. FN-169-3(29)--21-61 PARCEL NO. 15
 SECTION 18 TOWNSHIP 76 N RANGE 27 W
 ROW - FEE AC, EASE 0.07 AC, EXCESS - FEE AC
 ACQUIRED FROM AUDREY H. COLLINS, ET AL

NW Corner
SW Fr 1/4 SW 1/4
Sec. 18 - 76 - 27
(Set)
is N89°05'39"W 132.54'
from Sta. 126 + 80.17



DATE DRAWN _____ SCALE 1" = 40'