



PARTIAL ACQUISITION CONTRACT

PARCEL NO. 12
PROJECT NO. FN-169-3(29)--21-61

COUNTY Madison
ROAD NO. 169

THIS AGREEMENT made and entered into this 29th day of November, A.D. 19 89, by and between

Harriet I Campbell, Single (Life Estate)
Madison County Memorial Hospital (Remainderman)

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-SW 1/4 Section 19, T76N, R27W and SE 1/4 NE 1/4 Section 24, T76N, R28W~~

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

RECORD BUREAU 150-362
9-8-92

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
\$ _____	on right of possession	
\$ <u>8,600.00</u>	on conveyance of title	<u>60 days after Buyer approval</u>
\$ <u>-0-</u>	on surrender of possession	<u>Immediate</u>
\$ _____	on possession and conveyance	
\$ <u>8,600.00</u>	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>159</u> rods woven \$ _____
Permanent Easement <u>3.81</u> ac. XXX to <u>State of Iowa</u>		Fence _____ rods barbed \$ _____
Temporary Easement <u>0.03</u> ac. XXX to <u>Madison County</u>		
Damages for _____		\$ _____

4. SELLER WARRANTS that there are no tenants on the premises holding under the lease except: Greg Sass and Paul Hollingsworth

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 Harriet I. Campbell
Harriet I. Campbell
910 w South Street
Winterset, Iowa 50273

Compared

X Madison County Memorial Hospital
300 Hutchins Street
Winterset, IA 50273

By: X Tom Reed
Tom Reed, President

FILED NO. 1192
BOOK 121 PAGE 680
89 DEC -6 AM 10:21

X Harriett L. Jackson
Harriett Jackson, Secretary

MARY E. WELTY
RECORDER
MADISON COUNTY, IOWA
Fee \$30.00

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 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.
- 13. Seller states and warrants that there is no well, solid waste disposal site, hazardous waste, nor underground storage tanks on the premises.
- 14. Buyer agrees to construct Type "C" entrances at Sta 69+00, East side; and Sta. 91+14, West side. All entrances not allowed in the contract will be eliminated.
- 15. Buyer is granted a temporary easement to construct an entrance as follows:
From Sta 90+85 to Sta 91+45, a distance of 140 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.

SELLER'S ACKNOWLEDGMENT

STATE OF IOWA: ss On this 29 day of SEPTEMBER, 1989, before me, the undersigned, personally appeared Harriet L. Campbell

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.



Deann R. Nelson
Notary Public in and for the State of Iowa
~~Wayne A. Strovers~~ DEANN R. NELSON

BUYER'S ACKNOWLEDGMENT

STATE OF IOWA: ss On this 29th 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

Recommended by: James D. Madden Nov. 4, 1989
Project Agent (Date)

Approved By: Robert L. North NOV 29 1989
Right of Way Director (Date)

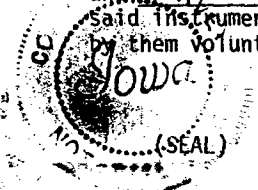
ROBERT L. NORTH

DEED RECORD 121

CORPORATE ACKNOWLEDGMENT

STATE OF IOWA, COUNTY OF MADISON, ss:

On this 19th day of October, A.D., 1989, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Tom Reed and Harriett L. Jackson, to me personally known, who, being by me duly sworn, did say that they are the President and Secretary respectively, of said Corporation, 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 Tom Reed and Harriett L. Jackson, 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.



Connie Harvey
Notary Public in and for the State of Iowa



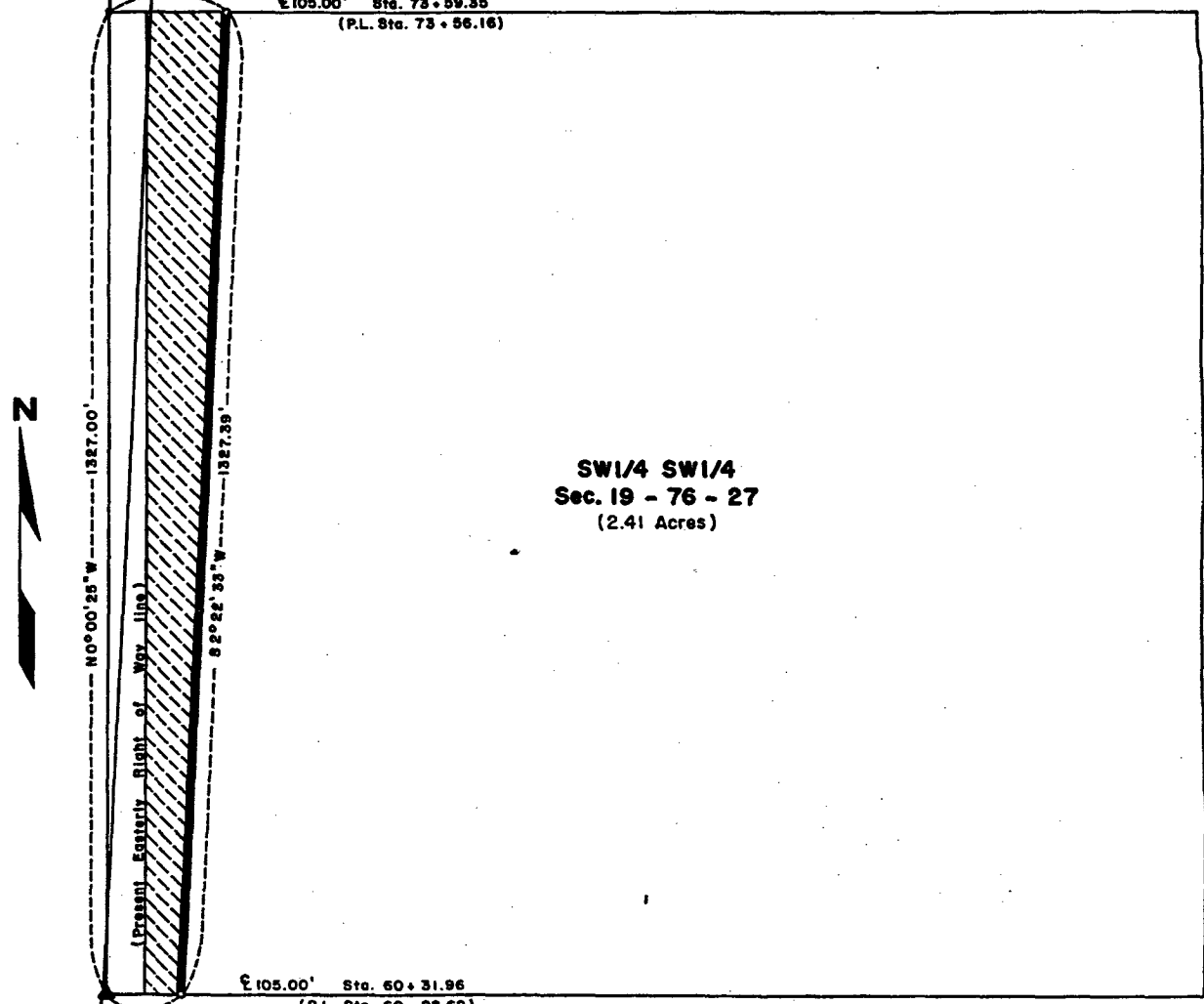
RIGHT OF WAY PLAT (1 OF 2)
EXHIBIT "A"

COUNTY MADISON STATE CONTROL NO. 61-1100
 PROJECT NO. FN-169-3(29)--21-61 PARCEL NO. 12
 SECTION 19 TOWNSHIP 76 N RANGE 27 W
 ROW - FEE _____ AC, EASE 2.41 AC, EXCESS - FEE _____ AC
 ACQUIRED FROM HARRIET I. CAMPBELL (LIFE ESTATE), ET AL

Relocated Primary Road No. U.S. 169
 W1/4 Corner
 Sec. 19 - 76 - 27
 (Found)
 s N89°17'03"W 26.41' from
 Sta. 86 + 84.54



P.I. Sta. 78 + 03.44
 Δ = 5°15'20" Lt.
 D = 1°0'0"
 899°21'59"E 187.04'
 E 105.00' Sta. 73 + 59.35
 (P.L. Sta. 73 + 56.16)



SW1/4 SW1/4
 Sec. 19 - 76 - 27
 (2.41 Acres)

SW Corner
 Sec. 19 - 76 - 27
 (Found)
 s S89°26'56"E 3.21' from
 Sta. 60 + 28.62
 N89°26'56"W 101.84'

Relocated Primary Road
 No. U.S. 169

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 Date





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

COUNTY MADISON STATE CONTROL NO. 61-1100
PROJECT NO. FN-169-3(29)--21-61 PARCEL NO. 12
SECTION 24 TOWNSHIP 76 N RANGE 28 W
ROW - FEE AC, EASE 1.40 AC EXCESS - FEE AC
ACQUIRED FROM HARRIET I. CAMPBELL (LIFE ESTATE), ET AL

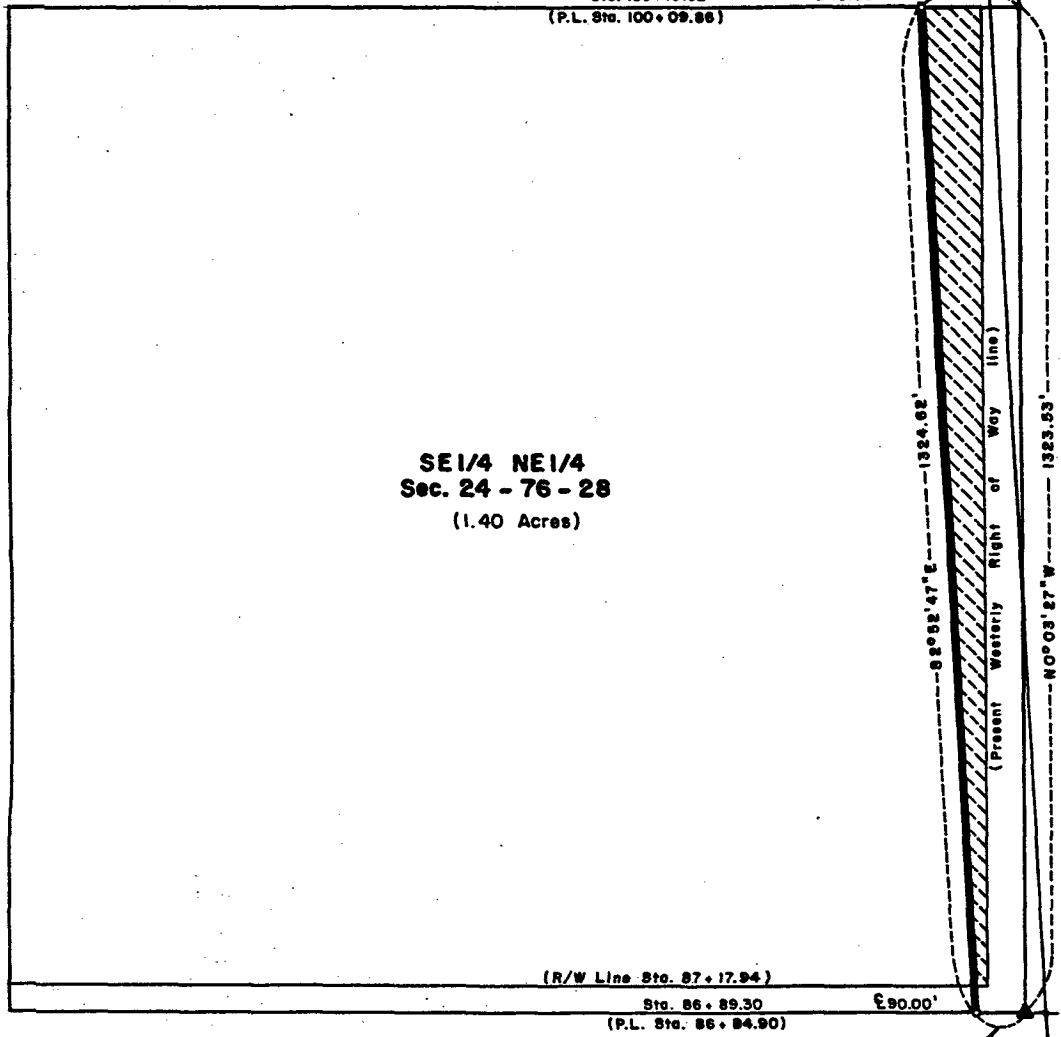


NE Corner
Sec. 24-76-28
(Set)
is S89°29'00" W 77.30' from
Sta. 113 + 51.17

Relocated
Primary
Road No.
U.S. 169

P.I. Sta. 107 + 76.35
A = 18°13'14" Rt. S = 3°30'0" T = 362.86'
A = 11°13'14" Rt. D = 3°30'0" T = 160.81'
S89°42'02" W 126.94'

Sta. 100 + 13.92 E 90.00'
(P.L. Sta. 100 + 09.86)



SE 1/4 NE 1/4
Sec. 24 - 76 - 28
(1.40 Acres)

(R/W Line Sta. 87 + 17.94)
Sta. 86 + 89.30 E 90.00'
(P.L. Sta. 86 + 84.90)

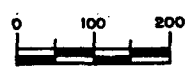
N89°55'02" E 63.72'

E 1/4 Corner
Sec. 24 - 76 - 28
(Found)
is S89°55'02" W 26.39' from
Sta. 86 + 84.90

Relocated
Primary Road
No. U.S. 169

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 Date



DATE DRAWN _____ SCALE 1" = 200'



RIGHT OF WAY PLAT
EXHIBIT "A"

COUNTY MADISON STATE CONTROL NO. 61-1100
 PROJECT NO. FN-169-3 (29)--21-61 PARCEL NO. 12
 SECTION 24 TOWNSHIP 76 N RANGE 28 W
 ROW - FEE _____ AC, EASE * 0.03 AC, EXCESS - FEE _____ AC
 ACQUIRED FROM HARRIET J. CAMPBELL (LIFE ESTATE), ET AL

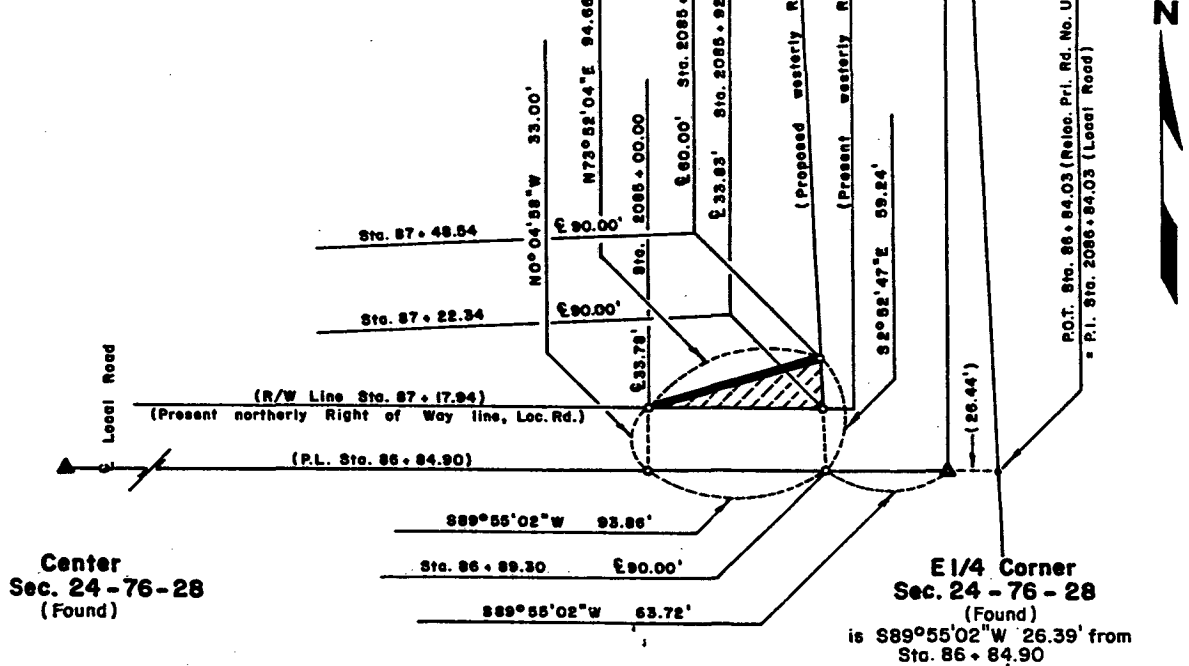
* (To be acquired in the name of Madison County, Iowa)



NE Corner
 Sec. 24 - 76 - 28
 (Set)
 is S89°29'00"W 77.30' from
 Sta. 113 + 51.17

P.I. Sta. 107 + 76.35
 $\Delta = 16^{\circ}13'14''$ Rt. $S_e = 3^{\circ}30'0''$ $T_e = 362.66'$
 $\Delta c = 11^{\circ}13'14''$ Rt. $D = 3^{\circ}30'0''$ $T = 160.81'$

SE 1/4 NE 1/4
 Sec. 24 - 76 - 28
 (0.03 Acre)



Center
 Sec. 24 - 76 - 28
 (Found)

E 1/4 Corner
 Sec. 24 - 76 - 28
 (Found)
 is S89°55'02"W 26.39' from
 Sta. 86 + 84.90

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 Date

