## 7

PARTIAL	ACQUISITION	ON CONTRAC
SUPPL	EMENTAL	CONTRACT

ECT NO. FN-169-3(29)21-61	201210	U.S.	160
LOT NO.	ROAD NO		103
			·
AGREEMENT made and entered into this 2 th day of Decen	nber	AD 19 89	by and between
Preferred Risk Life Insurance Co.	<del></del>	*	
and Iowa Department of Transportation, acting for the State of Iowa, Buyer.			<u> </u>
SELLER AGREES to sell and furnish to Buyer a conveyance document, on			
following real estate, hereinafter referred to as the premises, situated in parts of NWA NWA Section 7, Township 76 North, Ran	of the following (1/4 1/4 S TRE 27 West	Sec./Twp./Rge.) か	(XIXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX
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County (MACKING) of Madison , Stat	e of lowa, and more par	ticularly describe	d on Page 🛂,
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The premises also includes all estates, rights, title and interests, including all		-	
such devices as are located thereon. SELLER CONSENTS to any change of g	· ·		
for any and all damages arising therefrom. SELLER ACKNOWLEDGES full terms of this contract and discharges the Buyer from fiability because of the		-	•
project.	ils contract and the cor	struction of this	public improvement
The same of the sa		e de la companya de l	
Possession of the premises is the essence of this contract and Buyer may en	er and assume full use	nd enloyment of	the premises per the
terms of this contract. SELLER GRANTS Buyer the immediate right to enter t			
SELLER MAY surrender possession of the premises or building or improv			
hereinafter agreed to do so, and agrees to give Buyer ten (10) days notice of			
neremarter agreed to do so, and agrees to give buyer ten (10) days notice of	Seller's intention to do	so by calling Buy	rei collect.
merchianter agreed to do so, and agrees to give buyer terr (10) days notice o	Sellers intention to do	so by calling Buy	ver conect.
Buyer agrees to pay and SELLER AGREES to grant the right of possession, co			
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Distribution: White Copy - Original; Pink Copy - Accounting; Blue Copy - Seiler's

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.	EN NO.
	to the Total Lump Sum, Buyer agrees to pay \$
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 filling of a Declaration of Value by Section 428A.1 of the Code of Iowa.
11.	Buyer neleby 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.	This contract is drawn supplemental to a contract between the Iowa Department of Transportation, Buyer, and Preferred Risk Life Insurance Co., Seller, dated October 17, 1989, and filed of record in the Office of the Recorder, Madison County, as Document No. 794 in Book 121, Page 492, dated October 25, 1989, with all terms and conditions of same remaining in full force and effect.
14.	It is the intent of this supplemental agreement to acquire all land lying West of proposed U.S. Highway 169 in the NW-NW1 of Section 6, Township 76 North, Range 27 West, containing 0.1 acre, more or less.
15.	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.
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	DONALD D. SHIRLEY  Social Soci
BUY	DONALD D. SHIRLEY
Reco	implended by Hofect Agent While Nov. 34 / 15 has
/	DEC 1 2 1989

CORPORATE	ACKNOWLEDGMENT	

STATE OF Iowa	, COUNTY OF _	Polk	, ss:
On this 16th day of	November	, A	.D., 19 <u>89</u> , before me, the Iowa , personally
undersigned, a Notary Pub	iic in and for the	e State of	lowa , personally
appeared Melvern E. Ande	<u>erson</u> a	and <u>Norma</u>	n C. Larsen ,
to me personally known, w	ho, being by me du	uly sworn,	did say that they are the
President	and	Investme	nt Manager ,
respectively, of said	Preferred Risk Lit	fe Insuran	ce Co. , that
(no seal has been procure	the seal a	affixed th	ereto is the seal of) said
			behalf of said corporation
by authority of its Board	of Directors; and	d the said	Melvern E. Anderson
and Norman Cal Larson	, as such of	ficers, ac	knowledged the execution of
said instrument to be the	voluntary act and	d deed of	said corporation, by it and
by them voluntarily execu	ted.		^
	Cl	arl E	Stanley
The second secon			1/
(SEAL)	Notary	Public in	and for the State of Iowa

## IOWA DEPARTMENT OF TRANSPORTATION



## RIGHT OF WAY PLAT

		EXHIBIT "A				
COUNTY	MADISON		S	TATE CONTROL NO.	<u>61-</u>	1100
PROJECT NO	FN-169-3(	29) 21-61		- PARCEL NO.	295	
SECTION	7	T OWNSHIP	76 N	RANGE -	27	
ROW - FEE		AC FASE		AC FYCESS	FFE	
ACQUIRED FROM		PREFERRED	RISK LIFE	NSURANCE	Co.	
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83.62	/			accurate representa	ation of th	e land herein
`_	_ /			described, made be supervision, and the	y me or u stlamad	nger my direct uly registered -
	$\rightarrow$			Land Surveyor und	er the lay	vs of the State
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				Laslie J. Majousek,	Reg. No.	
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SCALE | 1" = 50"

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