FORM 4-012
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IOWA DEPARTMENT OF TRANSPORTATION
PARTIAL ACQUISITION CONTRACT

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PARCEL NO. 2
PROJECT NO. FN-169-3 (23) --21-61

COUNTY Madison
ROAD NO. 169

THIS AGREEMENT made and entered into this 12 day of May, A.D. 19 82, by and between

Larry Elings and Doris Elings, 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 deed, 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.)~~:
NE¼NE¼ Section 25 Township 77 North Range 28 West

County ~~(City)~~ of Madison, State of Iowa, and more particularly decribed ~~on Page~~ below, and which include the following buildings, improvements and other property: none

~~SELLER ALSO AGREES TO CONVEY all rights of direct access to highway as follows:~~
From Sta.373+47± Ex.R/W to Sta.375+50 a strip 90--65±Ex.R/W, East side.

~~excepting and reserving to Seller the right of access at the following locations:~~

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 at (515) 296-1300.

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
$ None	on right of possession	Immediate
$ 100.00	on conveyance of title	60 days after Buyer approval
$	on surrender of possession	
$	on possession and conveyance	~~60 days after Buyer approval.~~
$ 100.00	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 ____ rods woven	--	$ ____
Permanent Easement	0.06 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.

X Larry Elings
Larry Elings
R.R. 2; Box 77
Winterset, Iowa 50273

X Doris Elings
Doris Elings

Compared

FILED NO. 1683
BOOK 113 PAGE 537
1982 MAY 20 AM 8:03
MARY E. WELTY
RECORDER
MADISON COUNTY, IOWA
Fee $6.00

5. Each page and each attachment is by this reference made part hereof and the entire agreement consists of 2 pages.

Distribution: White Copy - Original; Pink Copy - Accounting; Blue Copy - Seller'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 assessed and payable at the time of delivery of the conveyance, and agrees to warrant good and sufficient title. Names and addresses of lienholders are: Federal Land Bank of Omaha

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 $ 25.00 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 purposes 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. 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.

11. It is underst ood and agreed the entrance at Sta.372+98 , east side , will be closed.

Abbreviations ; ± Ex.R/W means plus or minus existing Right of Way.

SELLER'S ACKNOWLEDGMENT

STATE OF IOWA: ss On this 28 day of april, 19 82, before me, the undersigned, personally appeared Larry Elings and Doris Elings, 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.

C.W."Bud"Miller
Notary Public in and for the State of Iowa

BUYER'S ACKNOWLEDGMENT

STATE OF IOWA: ss On this 12th day of May, 19 82, before me, the undersigned, personally appeared Fay O. Bloomfield, 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

Donald D. Shirley
Notary Public in and for the State of Iowa
Donald D. Shirley

BUYER'S APPROVAL

Bill McGuire 5-3-82
Recommended By: Project Agent (Date)

Fay O. Bloomfield MAY 1 2 1982
Approved By: Right of Way Director (Date)
FAY O BLOOMFIELD