

COMPARED

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PARTIAL ACQUISITION CONTRACT

PARCEL NO. 11
PROJECT NO. HES-192-0(16)--2H-78

COUNTY Pottawattamie
ROAD NO. IA 192

THIS AGREEMENT made and entered into this 30th day of August, A.D. 19 93, by and between

Lessor: Neil N. Bernstein and Marcia M. Bernstein, husband and wife
Lessee: Kwik Shop, Inc.

Seller, and Iowa Department of Transportation, acting for the State of Iowa, Buyer.

SELLER AGREES to sell and furnish to Buyer a conveyance document, on form(s) furnished by Buyer, and Buyer agrees to buy the following real estate, hereinafter referred to as the premises, situated in parts of the following:
Lot 1, Block 6, Mullins Subdivision to the City of Council Bluffs, IA

County of Pottawattamie, State of Iowa, and more particularly described on Page 4, and which include the following buildings, improvements and other property:

SELLER ALSO AGREES TO CONVEY all rights of direct access to Highway as follows:

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 Buyer for all claims per the terms of this contract and discharges 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	_____
\$ _____	on conveyance of title	_____
\$ <u>1,800.00</u>	on surrender of possession	_____
\$ <u>1,800.00</u>	on possession and conveyance	<u>60 days after Buyer approval</u>
TOTAL LUMP SUM		

BREAKDOWN:		ac. = acres / sq. ft. = square feet	
Land by Fee Title	<u>518</u>	ac./sq. ft.	\$ _____
Underlying Fee Title	_____	ac./sq. ft.	\$ _____
Permanent Easement	_____	ac./sq. ft.	\$ _____
Temporary Easement	_____	ac./sq. ft.	\$ _____
Damages for	_____		\$ _____
Buildings & Improvements			\$ _____
Fence: _____ rods woven			\$ _____
Fence: _____ rods barbed			\$ _____

4. SELLER WARRANTS that there are no tenants on the premises holding under lease except: NONE

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

X Neil N. Bernstein
Neil N. Bernstein

Kwik Shop, Inc.
P.O. Box 168
2700 East Fourth St.
Hutchinson, Kansas 67501

X Marcia M. Bernstein
Marcia M. Bernstein
42 Hillvale Dr.
St. Louis, Missouri 63105

X By: X [Signature]
Stephen C. Smith, President

X By: X _____

5. Each page and each attachment is by this reference made part hereof and the entire agreement consists of 4 pages.
DISTRIBUTION: TWO COPIES RETURNED TO BUYER (IOWA DOI) - ONE COPY RETAINED BY SELLER

Entered for Taxation
SEP 16 1993
COUNTY AUDITOR
Marilyn J. Burke

For record, index, and delivery to the county auditor
A. D. [Signature]
2000
And Fee \$ _____
[Signature]
Recorder
Date

CONFIDENTIAL

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, 800 Lincoln Way, Ames, IA 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 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 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 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 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 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.

ALL-PURPOSE ACKNOWLEDGMENT

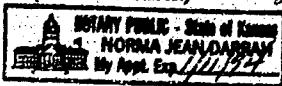
STATE OF KANSAS)
COUNTY OF RENO) ss:

On this 30 day of June, A.D. 19 93, before me, the undersigned, a Notary Public in and for said State, personally appeared STEPHEN C. SMITH

to me personally known
or proved to me on the basis of satisfactory evidence

to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/hers/their authorized capacity(ies), and that by his/hers/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

(NOTARY SEAL)



Norma Jean Darrah (Sign in Ink)
Norma Jean Darrah (Print/Type Name)
Notary Public in and for the State of KS

CAPACITY CLAIMED BY SIGNER:

INDIVIDUAL
 CORPORATE
Title(s) of Corporate Officer(s):

Corporate Seal is affixed
 No Corporate Seal procured
 PARTNER(s): Limited Partnership
 General Partnership
 ATTORNEY-IN-FACT
 EXECUTOR(s) or TRUSTEE(s)
 GUARDIAN(s) or CONSERVATOR(s)
 OTHER:

SIGNER IS REPRESENTING:

List name(s) of person(s) or entity(ies)

BUYER'S ACKNOWLEDGMENT

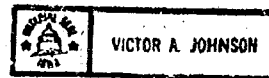
STATE OF IOWA: ss On this 30th day of August, 19 93, before me, the undersigned, personally appeared Robert L. North, known to me to be a Right of Way Director of Buyer and who did say that said instrument was signed on behalf of Buyer by its authority duly recorded in its minutes, and said Right of Way Director acknowledged the execution of said instrument, which signature appears hereon, to be the voluntary act and deed of Buyer and by it voluntarily executed.

BUYER'S APPROVAL

Norma E. Rose 8-10-93
Recommended by: Project Agent (Date)
Robert L. North
Approved by: Right of Way Director (Date)

ROBERT L. NORTH

Victor A. Johnson
Notary Public in and for the State of Iowa.



AUG 30 1993

(Date)

94- 8983

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SUPPLEMENTAL AGREEMENTS

Parcel No. 11
Project No. HES-192-0(16)--2H-78

Pottawattamie County
Road No. IA 192

SELLER: Lessor: Neil N. Bernstein and Marcia M. Bernstein, husband and wife
Lessee: Kwik Shop, Inc.

13. Buyer is granted a Temporary Easement for the purpose of placing signal as follows:

From Sta. 26+18±PropR/W to Sta. 26+33, a strip 60 feet wide, East side; as measured from centerline of proposed highway as shown on project plans.

Said Temporary Easement shall terminate upon completion of this highway project.

14. It is understood and agreed part of the lump sum payment as shown on page 1 of this agreement is settlement in full for loss of asphalt and parking.

15. It is understood and agreed that should the Lessor or the Lessee elect not to enter into this contract, then this contract shall be considered null and void and all interests shall become the subject of eminent domain proceedings.

This contract shall also apply to and bind the legal successors in interest of the Lessee, and Lessee warrants possession of a good and valid lease and the right to occupy and use the premises as tenant as well as good and sufficient title to any property sold to the Buyer. Lessee hereby agrees to surrender possession of the premises per the terms of this contract, relinquishes all rights to possession and use of the premises, and acknowledges full satisfaction and settlement from the Buyer for all claims of every kind and nature by reason of being deprived of the possession and use of said premises and the construction of this highway. Lessee further agrees to pay all liens, assessments, taxes, and encumbrances for which Lessee may be liable as tenant against any property sold to the Buyer.

Buyer will make all payments payable to Lessor and Lessee, and the Lessor and the Lessee agree to make any necessary divisions of the proceeds.

16. Seller states and warrants there is no well, solid waste disposal site, hazardous substances, nor underground storage tanks on the premises described and sought herein, except: None

ABBREVIATIONS: ±PropR/W means plus or minus proposed right of way

Notary

SELLER'S ACKNOWLEDGMENT

STATE OF MISSOURI: On this 27th day of July, 19 93
before me, the undersigned, personally appeared Neil N. Bernstein and Marcia M. Bernstein
knows 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 Missouri

EDNA JONES, Notary Public
STATE OF MISSOURI, ST. LOUIS COUNTY
MY COMMISSION EXPIRES MARCH 4, 1994



COMPARED

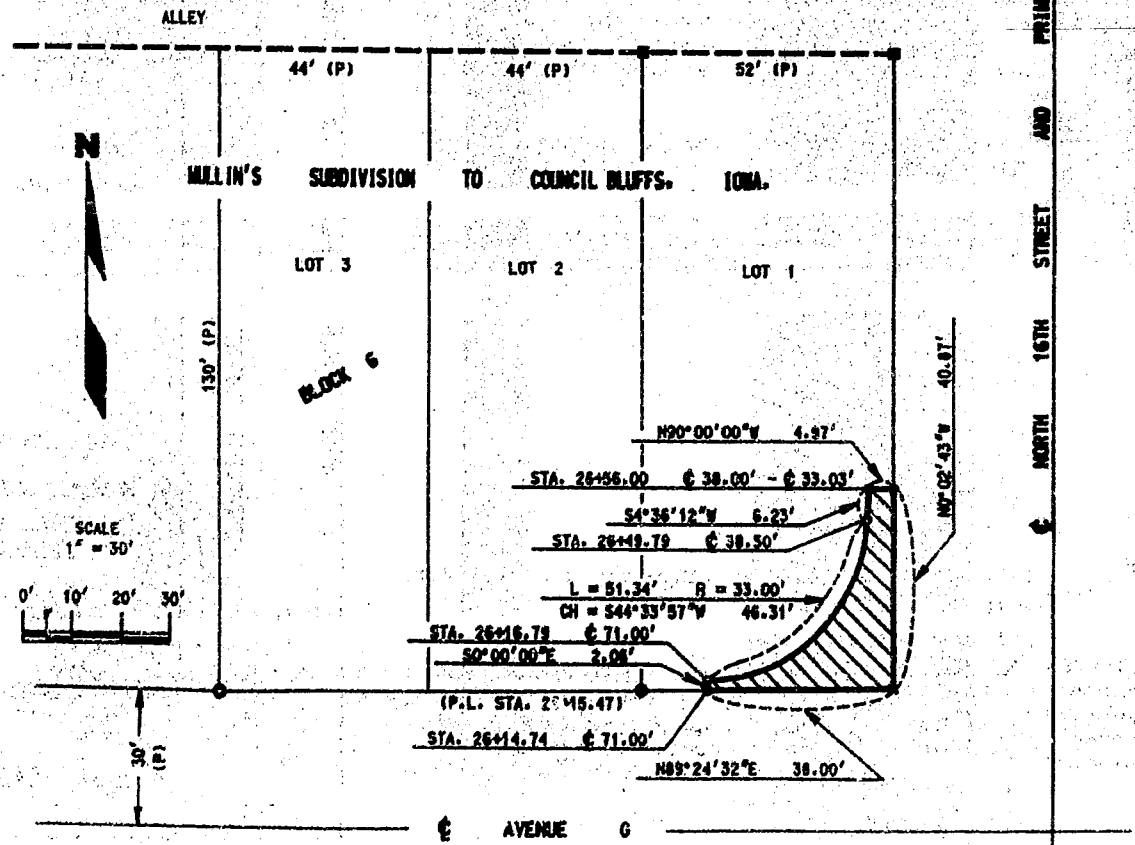
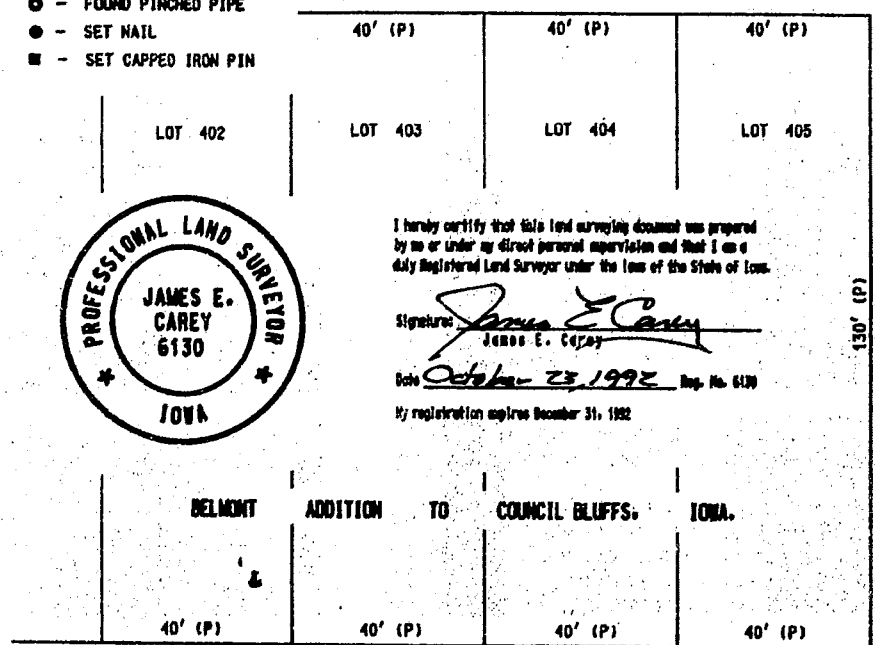
IOWA DEPARTMENT OF TRANSPORTATION



ACQUISITION PLAT EXHIBIT 'A'

COUNTY POTTAWATTAMIE STATE CONTROL NO. 78-2210
 PROJECT NO. STP-192-0(16)-2C-78 PARCEL NO. 11
 SECTION 26 TOWNSHIP 75N RANGE 44W
 ROW-FEE 518.0 SQ.FT., EASE _____ AC. EXCESS - FEE _____ AC
 ACQUIRED FROM _____

- x - SET CUT "X"
- o - FOUND PINCHED PIPE
- - SET NAIL
- - SET CAPPED IRON PIN



192
LA.
ROAD NO.
AND
STREET
16TH
NORTH