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BOOK 1808 PAGE

1998 MAY 12 A 10:33

CANCEL WITH RECORDER
DALLAS COUNTY IOWA 2500/11.00
OF PAGES 5

Valerie E. Goethals, Right of Way Office, Iowa Department of Transportation, 800 Lincoln Way, Ames, IA 50010-8993, 515-239-1361
Form 634012
8/18/95

Page 1

PARTIAL ACQUISITION CONTRACT

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PARCEL NO. 103 COUNTY Dallas
PROJECT NO. STPN-6-3(49)--2J-25 ROAD NO. US 6

SELLER: Joseph S. Brick and Janet L. Brick, his wife

THIS AGREEMENT made and entered into this 4th day of May, 1998, by and between Seller and the 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 Buyer, and Buyer agrees to buy the following real estate, hereinafter referred to as the premises, situated in parts of the following:

NW 1/4 NW 1/4, NE 1/4 NW 1/4, Section 35, Township 79N, Range 26W
County of Dallas, State of Iowa, and more particularly described on Page 5, including the following buildings, improvements and other property: Trees, shrubs, landscaping and surfacing

SELLER ALSO AGREES to convey to Buyer as follows all of Seller's rights of direct access to Highway US 6:
From Sta. 144+82.668 to Sta. 150+87.835, South Side

excepting and reserving to Seller the right of access at the following locations:
At Sta. 144+82.7, Sta. 146+84.5, Sta. 149+05.0 and Sta. 150+87.9, All South Side

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 surrender physical possession of the premises as shown on or before the dates listed below.

PAYMENT AMOUNT	AGREED PERFORMANCE	DATE OF PERFORMANCE
\$ _____	on right of possession	_____
\$ <u>47,500.00</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>47,500.00</u>	TOTAL LUMP SUM	

Breakdown	Ac./Sq.Ft.
Land by Fee Title	_____
Underlying Fee Title	_____
Permanent Easement	<u>43,183Sq.Ft.</u>
Temporary Easement	_____

Fence: _____ rods woven
Fence: _____ rods barbed

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

DISTRIBUTION: TWO COPIES RETURNED TO BUYER (IOWA DOT) -- ONE COPY RETAINED BY SELLER

PARCEL NO. 103
PROJECT NO. STPN-6-3(49)--2J-25

COUNTY Dallas
ROAD NO. US 6

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5. SELLER WARRANTS that there are no tenants on the premises holding under lease except: Williams Turf Farms, 1270 88th St., Waukee, Ia 50243
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 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 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 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 known well, solid waste disposal site, hazardous substances, nor underground storage tanks on the premises described and sought herein.

PARCEL NO. 103
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COUNTY Dallas
ROAD NO. US 6

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14. Buyer agrees to construct a Joint Type "B." entrance at Sta. 144+82.7, South side.

JLP
4-16-98

Buyer agrees to construct a Type "^b~~C~~" entrance at Sta. 146+84.5, South side.

Buyer agrees to construct a Type "^b~~C~~" entrance at Sta. 149+05, South side.

Buyer agrees to construct a Joint Type "^b~~C~~" entrance at Sta. 150+87.9, South side.

It is understood and agreed that the entrances located at Sta. 148+00 South Side, and Sta. 150+19 South Side will be eliminated.

It is understood and agreed all other entrances not listed or allowed in this contract will be eliminated.

15. Buyer is granted a Temporary Easement, described as follows, on Seller's property for the purpose of Constructing Entrances and Shaping:

From Sta. 144+82.7±PL(OR) to Sta. 144+92(OR), a strip 124.7 feet wide, South side;

AND

From Sta. 145+95(OR) to Sta. 146+35(OR), a strip 157.5 feet wide, South side;

AND

From Sta. 146+76(OR) to Sta. 146+92(OR), a strip 98.4 feet wide, South side;

AND

From Sta. 148+55(OR) to Sta. 149+10(OR), a strip 196.9 feet wide, South side;

as measured from centerline of proposed highway, as shown on project plans.

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

PARCEL NO. 103 COUNTY Dallas
PROJECT NO. STPN-6-3(49)--2J-25 ROAD NO. US 6
SELLER: Joseph S. Brick and Janet L. Brick, his wife

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 Joseph S. Brick
Joseph S. Brick
550 39th St. Suite 200
Des Moines, Ia. 51312

X Janet L. Brick
Janet L. Brick

SELLER'S ALL-PURPOSE ACKNOWLEDGMENT

STATE OF Iowa)
COUNTY OF Polk) ss:

On this 16th day of April, A.D. 1998, before me, the undersigned, a Notary Public in and for said State, personally appeared Joseph S. Brick ; Janet L. Brick, X 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/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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:

Name of entity (ies), or person(s)
Joseph S. Brick
Janet L. Brick



Rachel M. Howe (Sign in Ink)
Rachel M. Howe (Print/Type Name)
Public in and for the State of Iowa

BUYER'S ACKNOWLEDGMENT

STATE OF IOWA: ss On this 4th day of May, 1998, 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.

Valerie E. Goethals
Notary Public in and for the State of Iowa

BUYER'S APPROVAL

Linda R. Marten
Recommended by: Project Agent

4/16/98
(Date)



Robert L. North MAY 04 1998
Approved by: Right of Way Director (Date)
Robert L. North

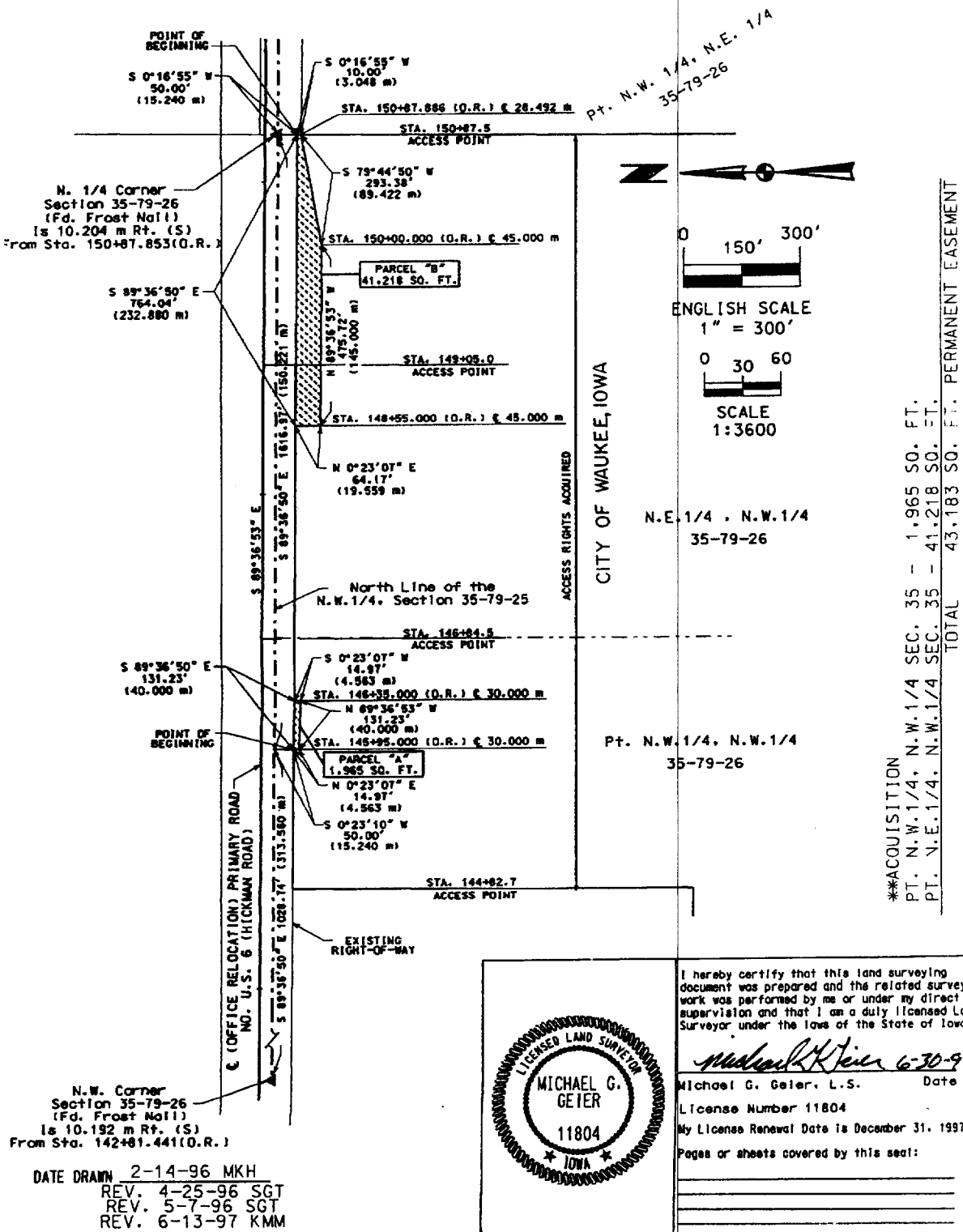
IOWA DEPARTMENT OF TRANSPORTATION

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ACQUISITION PLAT
EXHIBIT "A"

COUNTY DALLAS STATE CONTROL NO. 05-00
 PROJECT NO. STPN-6-3(49)--2J-25 PARCEL NO. 103
 SECTION 35 TOWNSHIP 79N RANGE 26W
 ROW - FEE _____ AC. EASE *43,183 sq. ft. AC. EXCESS - FEE _____ AC
 ACQUIRED ACCESS RIGHTS FROM STA. 144+82.668 TO STA. 150+87.835 MAIN LINE SOUTH SIDE
 ACQUIRED ACCESS RIGHTS FROM STA. _____ TO STA. _____ SIDE LINE _____ SIDE
 ACQUIRED FROM JOSEPH S. BRICK



I hereby certify that this land surveying document was prepared and the related survey work was performed by me or under my direct supervision and that I am a duly licensed Land Surveyor under the laws of the State of Iowa

Michael G. Geier 6-30-9
 Michael G. Geier, L.S. Date
 License Number 11804
 My License Renewal Date is December 31, 1997
 Pages or sheets covered by this seal:

DATE DRAWN 2-14-96 MKH
 REV. 4-25-96 SGT
 REV. 5-7-96 SGT
 REV. 6-13-97 KMM