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LISA SMITH, COUNTY RECORDER
MADISON COUNTY IOWA

Prepared By: Todd R. Hagan, P.E., Madison County Engineer, 1105 E. Court Ave., Winterset, Iowa 50273, Telephone: (515) 462-1136

CONTRACT

THIS AGREEMENT made and entered into this 30 of APRIL, 20 21 A.D.
by and between DAVID DOWNS & PATRICIA DOWNS of the County of Madison, State of Iowa, party
of the first part and the Madison County Board of Supervisors acting for Madison County, party of the second part.

WITNESSETH:

For good and valuable consideration, the party of the first part hereby agrees to sell and to give an easement
or deed to the county for use as a Public Highway the real estate situated in the County of Madison, State of Iowa, to
wit:

In Section	<u>12</u>	Township	<u>75N</u>	Range	<u>26W</u>	Beginning	
at:							
Station	<u>94+50.00</u>	to Station	<u>95+25.00</u>	a strip	<u>74.78 - 100.00</u>	feet wide	<u>Right</u> side, from
Station	<u>95+25.00</u>	to Station	<u>95+75.00</u>	a strip	<u>100.00</u>	feet wide	<u>Right</u> side, from
Station	<u>95+75.00</u>	to Station	<u>96+00.00</u>	a strip	<u>100.00 - 90.00</u>	feet wide	<u>Right</u> side, from
Station	<u>96+00.00</u>	to Station	<u>96+50.00</u>	a strip	<u>90.00</u>	feet wide	<u>Right</u> side, from
Station	<u>96+50.00</u>	to Station	<u>97+75.00</u>	a strip	<u>90.00 - 100.00</u>	feet wide	<u>Right</u> side, from
Station	<u>97+75.00</u>	to Station	<u>99+00.00</u>	a strip	<u>100.00 - 135.00</u>	feet wide	<u>Right</u> side, from
Station	<u>99+00.00</u>	to Station	<u>101+00.00</u>	a strip	<u>135.00</u>	feet wide	<u>Right</u> side, from
Station	<u>101+00.00</u>	to Station	<u>101+50.00</u>	a strip	<u>135.00 - 85.00</u>	feet wide	<u>Right</u> side, from
Station	<u>101+50.00</u>	to Station	<u>102+50.00</u>	a strip	<u>85.00 - 74.45</u>	feet wide	<u>Right</u> side, from

Measured from centerline of proposed highway as shown on plans and Right of Way Acquisition Plat for
Project No. BRS-SWAP-C061(115)--FF-61.

Party of the first part agrees that the County may take immediate possession of the above-described real
estate and further agrees to convey same to the County for the consideration hereinafter named, on or before the
30 day of APRIL, 20 21.

The County agrees to purchase the above-described real estate and take easement or deed thereto for road
purposes and to pay therefor upon delivery of easement or deed, showing merchantable title.

Approximately	<u>0.61</u>	acres at \$	<u>6,238.64</u>	per acre	\$	<u>3,805.57</u>	
Approximately	<u>13.29</u>	rods of new fence at \$	<u>83.97</u>	per rod	\$	<u>1,115.96</u>	
Other:	<u>2 Extra angle braces for fence</u>	at \$	<u>623.96</u>		\$	<u>1,247.92</u>	
Other:	<u>2 Extra single braces for fence</u>	at \$	<u>311.98</u>		\$	<u>623.96</u>	
General Damage	<u>Any and All</u>				\$	<u>1000.00</u>	
TOTAL.....						\$	<u>7,793.41</u>

The County agrees to install a driveway located right of station 95+41 as part of this project. The details of
the work to be performed are shown on the proposed highway plans. The Party of the first part agrees to let the
County or agents to enter upon his/her land for the purpose of shaping the driveway to match to the existing grounds.

Should the acreage taken for highway or fencing be more or less than shown above, same is to be paid for at
the agreed unit prices. Should the highway as finally located require none of the real estate described, this contract
becomes null and void. Party of the first part agrees to pay all liens and assessments against the property including
taxes payable to the date agreed. Party of the first part is hereby notified of their right of renegotiation pursuant to
the provisions of Iowa Code Chapter 6B.

This contract will be null and void if a construction contract for the project is not entered into by Madison
County by July 1, 2024.

Prepared By: Todd R. Hagan, P.E., Madison County Engineer, 1105 E. Court Ave., Winterset, Iowa 50273, Telephone: (515) 462-1136

CONTRACT

IN WITNESS WHEREOF, Party of the First Part, does hereby set his/her/their hands to this instrument on this 30 day of APRIL, 2021, at MADISON CO., Iowa.

x David D Downs
Name: DAVID DOWNS

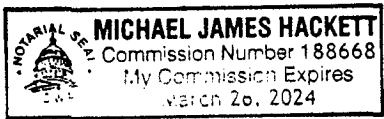
AND

x Patricia J. Downs
Name: PATRICIA DOWNS

Party of the First Part

STATE OF IOWA)
) ss
COUNTY OF MADISON)

On this 30 day of APRIL, 2021, before me, the undersigned a Notary Public in and for said County and State personally appeared DAVID DOWNS & PATRICIA DOWNS, to me known to be the identical person(s) named in and who executed the foregoing instrument, and acknowledged that they executed the same as their voluntary act and deed.



[Signature]
Notary Public in and for said County and State of Iowa

C O N T R A C T

IN WITNESS WHEREOF, the Party of the Second Part, does hereby set their hand to this instrument on this 11th day of May, 2021, at Winterset, Iowa.

MADISON COUNTY
BOARD OF SUPERVISORS

BY: [Signature]
PHILLIP CLIFTON, Chairman

BY: [Signature]
SHELLEY D. KASTER, Madison County Auditor

Party of the Second Part

STATE OF IOWA)
) ss
COUNTY OF MADISON)

On this 11th day of May, 2021, before me, the undersigned a Notary Public in and for said County and State personally appeared PHILLIP CLIFTON and SHELLEY D. KASTER, to me personally known, and who, being by me duly sworn, did say that they are the Chairperson of the Board of Supervisors and County Auditor, respectively, of the County of Madison, Iowa; that the seal affixed to the foregoing instrument is the corporate seal of the corporation, and that the instrument was signed and sealed on behalf of the corporation, by authority of its Board of Supervisors, under Roll Call Vote of the Board of Supervisors on the 11th day of May, 2021, and PHILLIP CLIFTON and SHELLEY D. KASTER, acknowledged the execution of the instrument to be their voluntary act and deed, and the voluntary act and deed of the corporation, by it voluntarily executed.



[Signature]
Notary Public in and for said County and State of Iowa