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CHEK

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

**TEMPORARY CONSTRUCTION EASEMENT AGREEMENT CONTRACT**

THIS AGREEMENT made and entered into this 14th of May, 2021 A.D.  
by and between RODRIQUEZ, STEPHEN J & TAMARA L

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 a temporary construction easement to the county for construction of a Public Highway the real estate situated in the County of Madison, State of Iowa, to wit:

In Section	<u>23</u>	Township	<u>76 N</u>	Range	<u>28 W</u>	Beginning at:
Station	<u>102+35.00</u>	to Station	<u>102+75.00</u>	a strip	<u>45.00 - 90.00</u>	feet wide <u>LEFT</u> side, from
Station	<u>102+75.00</u>	to Station	<u>103+25.00</u>	a strip	<u>90.00</u>	feet wide <u>LEFT</u> side, from
Station	<u>103+25.00</u>	to Station	<u>103+50.00</u>	a strip	<u>90.00 - 50.00</u>	feet wide <u>LEFT</u> side, from
Station	_____	to Station	_____	a strip	_____	feet wide _____ side, from
Station	_____	to Station	_____	a strip	_____	feet wide _____ side, from
Station	_____	to Station	_____	a strip	_____	feet wide _____ side, from
Station	_____	to Station	_____	a strip	_____	feet wide _____ side, from
Station	_____	to Station	_____	a strip	_____	feet wide _____ side, from
Station	_____	to Station	_____	a strip	_____	feet wide _____ side, from

Measured from centerline of proposed highway as shown on plans for Project No. BROSCHBP-C061(124)-NC-61.

Party of the first part consents to any change of grade of the Public Highway and accepts payment under this agreement for any and all damages arising therefrom. Party of the first part acknowledges full settlement and payment from the County for all claims per the terms of this agreement and discharges the County from liability because of this agreement and the construction of this public improvement project.

Party of the first part agrees that the County may take immediate possession of the above-described real estate on or before the 22 day of July, 2022.

The County agrees to purchase the right of temporary easement for the above-described real estate. Settlement and payment is as follows:

Approximately	<u>0.08</u>	acres at \$ <u>8,552.00</u>	per acre	\$ <u>684.16</u>
Approximately	_____	rods of new fence at \$ _____	per rod	\$ _____
Other:	_____			\$ _____
Other:	_____			\$ _____
General Damage	<u>Any and All</u>			\$ <u>500.00</u>
TOTAL.....				\$ <u>1,184.16</u>

It is agreed that the right of temporary easement granted by this agreement shall terminate upon completion of this highway project.

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 7/22/2022.

IN WITNESS WHEREOF, Party of the First Part, does hereby set his/her/their hands to this instrument on this 14<sup>th</sup> day of May, 2021, at West Des Moines Iowa.

[Signature]  
Name: RODRIQUEZ, STEPHEN J

[Signature]  
Name: RODRIQUEZ, TAMARA L

Party of the First Part

STATE OF IOWA )  
COUNTY OF Dallas ) ss

On this 14<sup>th</sup> day of May, 2021, before me, the undersigned a Notary Public in and for said County and State personally appeared RODRIQUEZ, STEPHEN J & TAMARA L, 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 the State of Iowa

IN WITNESS WHEREOF, the Party of the Second Part, does hereby set their hand to this instrument on this 26<sup>th</sup> day of May, 2021, at Winterset, Iowa.

MADISON COUNTY  
BOARD OF SUPERVISORS

BY: [Signature]  
Phil Clifton, Chairman

BY: \_\_\_\_\_  
Shelley D. Kaster, Madison County Auditor

Party of the Second Part

STATE OF IOWA )  
COUNTY OF MADISON )

On this 26<sup>th</sup> day of May, 2021, before me, Sarah Pugh, a Notary Public in and for the State of Iowa, personally appeared PHIL 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 26<sup>th</sup> day of May, 2021, and PHIL 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 the State of Iowa