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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

TEMPORARY CONSTRUCTION EASEMENT AGREEMENT CONTRACT

THIS AGREEMENT made and entered into this 16 of March, 2021 A.D.
by and between ALAN R. WILLIS & KRISTI J. WILLIS 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 give an temporary
construction easement to the County for the construction of a Public Highway, the real estate situated in the County
of Madison, State of Iowa, to wit:

In Section 12 Township 74N Range 28W Beginning
at:
Station 97+00.00 to Station 101+00.00 a strip 200.00 feet wide Left side, from

Measured from centerline of proposed highway as shown on plans for Project No. BRS-CHBP-C061(125)--GB-61.

Party of the first part consents to any changes 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 any 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 16 day of March, 2021.

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

Approximately <u>0.85</u> acres at \$ <u>3,214.29</u> per acre	\$ <u>2,732.15</u>
Approximately _____ rods of new fence at \$ _____ per rod	\$ _____
Other: _____	\$ _____
General Damage <u>Any and All</u>	\$ <u>500.00</u>
TOTAL	\$ <u>3,232.15</u>

It is agreed that the right of temporary easement granted by this agreement shall terminate upon the
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 July 1, 2024.

TEMPORARY CONSTRUCTION EASEMENT AGREEMENT CONTRACT

IN WITNESS WHEREOF, Party of the First Part, does hereby set his/her/their hands to this instrument on this 16 day of MARCH, 2021, at WINTERSSET, Iowa.

Alan R. Willis

Name: ALAN R. WILLIS

AND

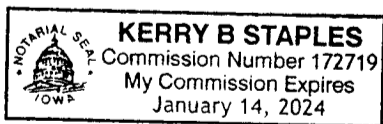
Kristi J. Willis

Name: KRISTI J. WILLIS

Party of the First Part

STATE OF IOWA)
) ss
COUNTY OF MADISON)

On this 16th day of MARCH, 2021, before me, the undersigned a Notary Public in and for said County and State personally appeared ALAN R. WILLIS & KRISTI J. WILLIS, 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.



Kerry B. Staples
Notary Public in and for said County and State of Iowa

TEMPORARY CONSTRUCTION EASEMENT AGREEMENT CONTRACT

IN WITNESS WHEREOF, the Party of the Second Part, does hereby set their hand to this instrument on this 19th day of April, 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 19th day of April, 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 19th day of April, 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