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LISA SMITH, COUNTY RECORDER  
MADISON COUNTY IOWA

CHEK

✓ Prepared By: Mike Hackett, P.E. & P.L.S., Madison County Engineer, 1105 E. Court Ave., Winterset, Iowa 50273, Phone: (515) 462-1136

TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

THIS AGREEMENT made and entered into this 29<sup>th</sup> of JULY, 20 22 A.D. by and between CHRISTINE E. JORDAN, SHARON E. STILES, BRUCE A. JORDAN, EMILY S. JORDAN, and ANDREA L. DRYER 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 11 Township 74N Range 27W Beginning at: Station 100+99.66 to Station 101+38.15 a strip 153.00 - 150.37 feet wide Right side, from

And

In Section 12 Township 74N Range 27W Beginning at: Station 101+38.15 to Station 101+59.00 a strip 150.37 - 145.00 feet wide Right side, from Station 101+59.00 to Station 104+00.10 a strip 145.00 - 99.60 feet wide Right side, from Station 104+00.10 to Station 106+00.00 a strip 99.60 - 100.00 feet wide Right side, from

Measured from centerline of proposed highway as shown on plans and or Right of Way Acquisition Plat for Project No. BRS-SWAP-2215(601)--FF-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 shall permit County forces or agents to enter upon the above-described real state for the purpose of constructing a new bridge, installing a driveway pipe culverts at Station 102+69.00 Rt., shaping the slopes of the waterway and placing riprap on waterway slopes. The areas disturbed by the construction shall be reseeded. The details and direction for installing a constructing a new bridge, installing a driveway pipe culverts at Station 102+69.00 Rt., shaping the slopes of the waterway, placing riprap on waterway slopes and reseeded are shown on the plans for Project No. BRS-SWAP-2215(601)--FF-61. See the attached plan sheet for reference.

The party of the second part agrees to remove fence and trees on the above-described real state.

The party of the second part agrees to purchase the right of temporary easement for the above-described real state and pay for the replacement of the existing fence. Settlement and payment is as follows:

Approximately <u>0.25</u> acres at \$ <u>2,913.25</u> per acre	\$ <u>728.31</u>
Approximately <u>28.30</u> rods of new fence at \$ <u>88.39</u> per rod	\$ <u>2,501.44</u>
Other: <u>2 extra corner &amp; brace for gates @ 556.22 each</u>	\$ <u>1,112.44</u>
Other: <u>2 gates @ \$325 each</u>	\$ <u>650.00</u>
Other: <u>1 extra corner &amp; brace, Sta. 100+73 @ 556.22 each</u>	\$ <u>556.22</u>
Approximately <u>18.06</u> rods of temporary fence at \$ <u>77.53</u> per rod	\$ <u>1,400.19</u>
General Damage <u>Any and All</u>	\$ <u>1,000.00</u>
<b>TOTAL.....</b>	<b>\$ <u>7,948.60</u></b>

TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

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.

IN WITNESS WHEREOF, Party of the First Part, does hereby set his/her/their hands to this instrument on this 29th day of July, 2022, at Winterset, Iowa.

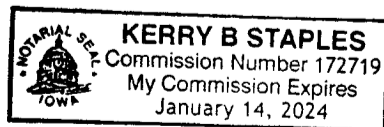
Christine E. Jordan
Name: CHRISTINE E. JORDAN

Party of the First Part

STATE OF IOWA )
) ss
COUNTY OF MADISON )

On this 29th day of July, 2022, before me, the undersigned a Notary Public in and for said County and State personally appeared CHRISTINE E. JORDAN, 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**

AND

IN WITNESS WHEREOF, Party of the First Part, does hereby set his/her/their hands to this instrument on this 3rd day of August, 2022, at West Bend, WI.

Bruce Jordan  
Name: BRUCE A. JORDAN

Party of the First Part

STATE OF Wisconsin )  
  ) ss  
COUNTY OF Washington )

On this 3 day of August, 2022, before me, the undersigned a Notary Public in and for said County and State personally appeared BRUCE A. JORDAN, 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.

Bonnie J Ruplinger  
Notary Public in and for said County and State

BONNIE J RUPLINGER NOTARY PUBLIC STATE OF WISCONSIN
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TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

AND

IN WITNESS WHEREOF, Party of the First Part, does hereby set his/her/their hands to this instrument on this 3rd day of August, 2022, at West Bend, WI.

Emily S. Jordan
Name: EMILY S. JORDAN

Party of the First Part

STATE OF Wisconsin )
COUNTY OF Washington ) ss

On this 3 day of August, 2022, before me, the undersigned a Notary Public in and for said County and State personally appeared EMILY S. JORDAN, 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.

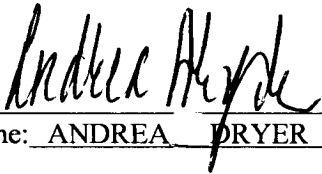
Bonne J. Ruplinger
Notary Public in and for said County and State

BONNE J RUPLINGER
NOTARY PUBLIC
STATE OF WISCONSIN

**TEMPORARY CONSTRUCTION EASEMENT AGREEMENT**

AND

IN WITNESS WHEREOF, Party of the First Part, does hereby set his/her/their hands to this instrument on this 3<sup>rd</sup> day of August, 20 22, at Waterloo, Iowa,



Name: ANDREA DRYER

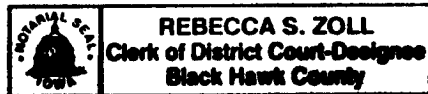
Party of the First Part

STATE OF Iowa )  
COUNTY OF Black Hawk )<sup>ss</sup>

On this 3<sup>rd</sup> day of August, 20 22, before me, the undersigned a Notary Public in and for said County and State personally appeared ANDREA DRYER, 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.



Notary Public in and for said County and State



D.L.

TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

AND

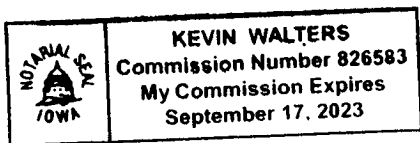
IN WITNESS WHEREOF, Party of the First Part, does hereby set his/her/their hands to this instrument on this 2nd day of August, 2022, at 1:53 pm.

Sharon E. Stiles
Name: SHARON E. STILES

Party of the First Part

STATE OF Iowa )
COUNTY OF Black Hawk ) ss

On this 2nd day of August, 2022, before me, the undersigned a Notary Public in and for said County and State personally appeared SHARON E. STILES, 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.

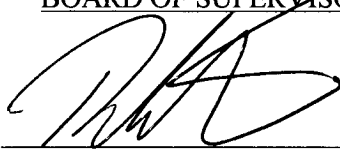


[Signature]
Notary Public in and for said County and State

**TEMPORARY CONSTRUCTION EASEMENT AGREEMENT**

IN WITNESS WHEREOF, the Party of the Second Part, does hereby set their hand to this instrument on this 23<sup>rd</sup> day of August, 20 22, at Winterset, Iowa.

MADISON COUNTY  
BOARD OF SUPERVISORS

BY:   
PHILLIP CLIFTON, Chairman

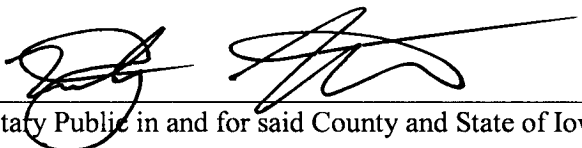
BY:   
SHELLEY D. KASTER, Madison County Auditor

Party of the Second Part

STATE OF IOWA            )  
  ) ss  
COUNTY OF MADISON    )

On this 23<sup>rd</sup> day of August, 20 22, 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 23<sup>rd</sup> day of August, 20 22, 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.



  
Notary Public in and for said County and State of Iowa