

Document 2026 685  
 Book 2026 Page 685 Type 06 017 Pages 3  
 Date 3/16/2026 Time 8:08:07AM  
 Rec Amt \$.00

BRANDY MACUMBER, COUNTY RECORDER  
 MADISON COUNTY IOWA

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

**CONTRACT**

THIS AGREEMENT made and entered into this 17<sup>th</sup> of February, 2026 A.D.  
 by and between JOSEPH ROBERT HITT 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 the SE ¼, SW ¼, Section 25 Township 76N Range 26W  
 Beginning at:

Station 6+15.51 to Station 7+95.00 a strip 90.00 feet wide Left side, from  
 Station 7+95.00 to Station 7+95.00 a strip 90.00 - 70.00 feet wide Left side, from  
 Station 7+95.00 to Station 9+30.00 a strip 70.00 - 56.75 feet wide Left side, from

Measured from centerline of proposed highway as shown on plans and Right of Way Acquisition Plat for  
 Project No. HDP-C061(130)--6B-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  
17<sup>th</sup> day of February, 2026.

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>0.16</u> acres at \$ <u>10,389.96</u> per acre	\$ <u>1,662.39</u>
Approximately <u>0.00</u> rods of new fence at \$ <u>0.00</u> per rod	\$ <u>0.00</u>
Other: <u>None</u>	\$ <u>0.00</u>
Other: <u>None</u>	\$ <u>0.00</u>
General Damage <u>Any and All</u>	\$ <u>1,000.00</u>
<b>TOTAL</b> .....	<b>\$ <u>2,662.39</u></b>

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, 2027.

**CONTRACT**

IN WITNESS WHEREOF, Party of the First Part, does hereby set his/her/their hands to this instrument on this 17<sup>th</sup> day of February, 2026, at 10:35am, Iowa.

J. R. Hitt by POA  
Name: JOSEPH ROBERT HITT

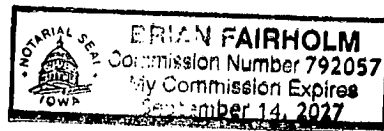
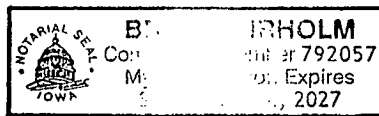
Party of the First Part

STATE OF IOWA                    )  
  ) ss  
COUNTY OF MADISON        )

On this 17<sup>th</sup> day of February, 2026, before me, the undersigned a Notary Public in and for said County and State personally appeared JOSEPH ROBERT HITT, 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.

*POA WAS PRESENTED  
TO ME, AND IS ON FILE.  
BT*

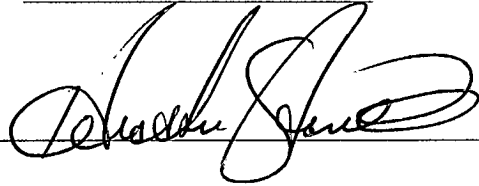
Brian Fairholm  
Notary Public in and for said County and State of Iowa



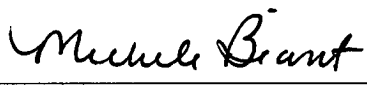
CONTRACT

IN WITNESS WHEREOF, the Party of the Second Part, does hereby set their hand to this instrument on this 10 day of March, 2026, at Winterset, Iowa.

MADISON COUNTY  
BOARD OF SUPERVISORS

BY: 

Heather Stancil, Madison County Board Chair

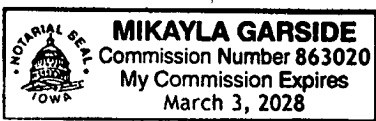
BY: 

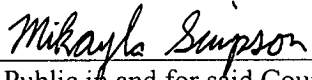
Michele Brant, Madison County Auditor

Party of the Second Part

STATE OF IOWA )  
 ) ss  
COUNTY OF MADISON )

On this 10 day of March, 2026, before me, the undersigned a Notary Public in and for said County and State personally appeared Heather Stancil and Michele Brant, to me personally known, and who, being by me duly sworn, did say that they are the Board Chair 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 10 day of March, 2026, and Heather Stancil and Michele Brant, 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