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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

TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

THIS AGREEMENT made and entered into this 17th 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 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 the SE ¼, SW ¼, Section 25 Township 76N Range 26W
Beginning at:

Station 6+12.66 to Station 7+50.00 a strip 115.00 feet wide Left side, from
Station 7+50.00 to Station 7+95.00 a strip 115.00 - 90.00 feet wide Left side, from

Measured from centerline of proposed highway as shown on plans and or Right of Way Acquisition Plat for Project No. HDP-C061(130)--6B-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 concrete bridge, shaping the slopes of the waterway, and placement of revetment. The areas disturbed by the construction shall be reseeded. The details and direction for installing and the constructing of the new concrete bridge, shaping the slopes of the waterway, placement of revetment, and reseeded are shown on the plans for Project No. HDP-C061(130)--6B-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>0.09</u> acres at \$ <u>5,194.98</u> per acre	\$ <u>467.55</u>
Approximately	<u>0</u> rods of new fence at \$ <u>0</u> per rod	\$ <u>0.00</u>
Other:	<u>None</u>	\$ <u>0.00</u>
General Damage	<u>Any and All</u>	\$ <u>1,000.00</u>

TOTAL.....\$ 1,467.55

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.

TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

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.

IN WITNESS WHEREOF, Party of the First Part, does hereby set his/her/their hands to this instrument on this 17th day of February, 2026, at 10:33am, Iowa.

J. Hitt by POA
Name: JOSEPH ROBERT HITT

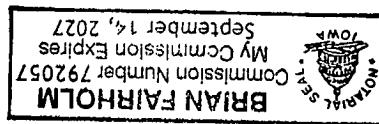
Party of the First Part

STATE OF IOWA)
) ss
COUNTY OF MADISON)

On this 17th 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. BF

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



TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

IN WITNESS WHEREOF, the Party of the Second Part, does hereby set their hand to this instrument on this 10 day of March, 20 26, at Winterset, Iowa.

MADISON COUNTY BOARD OF SUPERVISORS

BY: [Signature of Heather Stancil]

Heather Stancil, Madison County Board Chair

BY: [Signature of Michele Brant]

Michele Brant, Madison County Auditor

Party of the Second Part

STATE OF IOWA)
) ss
COUNTY OF MADISON)

On this 10 day of March, 20 26, 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, 20 26, 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.



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