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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

CONTRACT

THIS AGREEMENT made and entered into this 24th of February, 2026 A.D.
by and between MONTIE L. JUDD & ROBERTA G. JUDD 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 5+46.30 to Station 7+30.00 a strip 115.24 - 115.28 feet wide Right side, from
Station 7+30.00 to Station 7+50.00 a strip 115.28 - 50.28 feet wide Right 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
24th 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.

The above-described real estate is enrolled in the County Forest Reserve Program pursuant to the provisions
of Iowa Code Chapter 427C governing forest and fruit-tree reservations. The County agrees to compensate for any
loss of forest reserve acres located within the above-described real estate by compensating the party of the first part
for a replacement cost at a rate equal to twice the number of acres taken for the highway.

Approximately	<u>0.29</u> acres at \$ <u>11,711.71</u> per acre	\$ <u>3,396.40</u>
Approximately	<u>0.00</u> rods of new fence at \$ <u>0.00</u> per rod	\$ <u>0.00</u>
Forest Reserve:	<u>0.58</u> acres at \$ <u>3,285.00</u> per acre	\$ <u>1,905.30</u>
Other:	<u>None</u>	\$ <u>0.00</u>
General Damage	<u>Any and All</u>	\$ <u>1,000.00</u>

TOTAL.....\$ 6,301.70

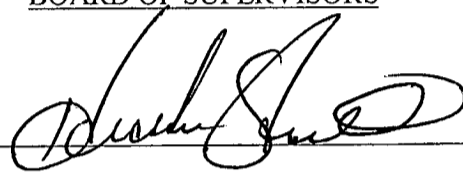
Should the acreage taken for highway or fencing be more or less than shown above, same is to be paid for at
the agreed unit prices. Should the highway as finally located require none of the real estate described, this contract
becomes null and void. Party of the first part agrees to pay all liens and 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, 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

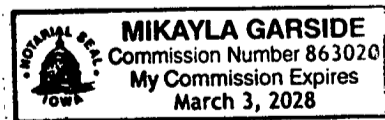
BY: 

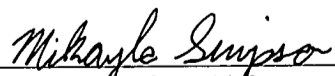
Michele Brant, Madison County Auditor

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