

TENANT CONTRACT - SHORT FORM

COMPUTER X
RECORDED X
COMPARED _____

PARCEL NO. 5

REC \$ 100
AUD \$ Fee
R.M.F. \$ _____

COUNTY MADISON

PROJECT NO. FM-TSF-CO61(55)--5B-61

THIS AGREEMENT made and entered into this 22nd of January, 2001 A.D.

by and between ROBERT BELL

SELLER, and Madison County Secondary Road Department, BUYER.

1. Buyer agrees to buy and SELLER HEREBY CONVEYS Seller's leasehold interest in the following real estate, hereinafter referred to as "the premises", situated in parts of the following:

In Section 15 Township 74N Range 26W, Commencing at:

Station 70 + 85.21 to Station 71 + 49.16 a strip 74.04 - 71.86 feet wide Left side, from
Station 71 + 49.16 to Station 72 + 50.00 a strip 71.86 - 90.00 feet wide Left side, from
Station 72 + 50.00 to Station 72 + 90.00 a strip 90.00 feet wide Left side, from
Station 72 + 90.00 to Station 74 + 02.53 a strip 90.00 - 64.97 feet wide Left side, from
Station 74 + 02.53 to Station 75 + 23.30 a strip 64.97 - 62.67 feet wide Left side, from

Measured from centerline of proposed highway as shown on plans and Right of Way Acquisition Plat for Project No. FM-TSF-CO61(55)--5B-61.

2. The premises also includes all estates, rights, title and interests and any leasehold, including all easements, and all advertising devices and the right to erect such devices as are located thereon. SELLER CONSENTS to any change of grade of the highway and accepts payment under this contract for any and all damages arising therefrom. SELLER ACKNOWLEDGES full settlement and payment from the Buyer for all claims per the terms of this contract and discharges the Buyer from liability because of this contract and the construction of this public improvement project.

SELLER is tenant on the property of: GEORGE S. AND BRIDGET S. HUTTON

3. SELLER GRANTS the Buyer immediate possession.

4. BUYER agrees to pay \$ 157.44 for Seller's interest. Buyer may include mortgages, lienholders, encumbrancers and taxing authorities as payees on warrants as contract payment.

5. This contract shall apply to and bind the legal successors in interest of the Seller and SELLER AGREES to pay all liens and assessments against the premises, including all taxes and special assessments payable until surrender of possession as required by Section 427.2 of the Code of Iowa, and agrees to warrant good and sufficient title.

6. Buyer hereby gives notice of Seller's five-year right to negotiate construction or maintenance damages not apparent at the time of the signing of this contract as required by Section 472.52 of the Code of Iowa.

7. This written contract constitutes the entire agreement between Buyer and Seller and there is no agreement to do or not to do any act or deed except as specifically provided for herein.

RECOMMENDED FOR APPROVAL

SELLER (TENANT)

[Signature]
County Engineer

X [Signature]
ROBERT BELL

BOARD OF SUPERVISORS

Social Security No [Redacted]

[Signature]
Chairman
Attest: [Signature]
Madison County Auditor

2478 BEVINGTON PARK RD.
Address
ST. CHARLES, IA 50240
City, State, Zip

Date: 1/30/2001

515-396-2736
Telephone Number