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MICKI UTSLER R.M.F. \$ COMPARED RECORDER Prepared By: Todd R. Hagan, P.E., Madison County Engineer, P.O. Box 152, Winterset, Iowa 50273, Telephone: (515) 462-1136 CONTRACT THIS AGREEMENT made and entered into this 10th of January DOROTHEA M. MACK, TRUST 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: Township 74N Range 26W Commencing at In Section 63 + 00.0099.45 - 85.00 feet wide Right side, from Station 60 + 86.91to Station a strip to Station____ Station 63 + 00.0064 + 00.00__a strip_ 85.00 - 90.00 feet wide_ Right side, from 90.00 feet wide Right side, from Station 64 + 00.00to Station 65 + 00.00a strip Station 65 + 00.00to Station 67 + 00.00a strip 90.00 - 100.00 feet wide Right side, from Station 67 + 00.00to Station 68 + 00.00a strip 100.00 feet wide_ Right side, from 100.00 feet wide Right_side, from Station_ 68 + 00.00to Station_ 69 + 00.00_a strip_ _to Station_ 70 + 88.9680.00 _feet wide_ Right side, from Station 69 + 00.00_a strip_ 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. 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 10th day of Jan. , 2001. The County agrees to purchase the above-described real estate and take easement or deed thereto for road purposes and to pay therefore upon delivery of easement or deed, showing merchantable title. ___acres at \$__ Approximately 0.79 2,170.94 \$ 1,715.04 Approximately 64 rods of new fence at \$ 20.00 _per rod 1,280.00 Other: Extra corner braces - four (4) at \$ 800.00 General Damage Any and All, and Crop Loss 237.00 TOTAL.....\$\,_4,032.04 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 Section 472.52. This contract will be null and void if a construction contract for the project is not entered into by Madison County by January, 2002 IN WITNESS WHEREOF, Party of the First Part, does hereby set her hand to this instrument on this 10th day of Alw., 200/, at Winterset, Iowa. m. mark Trust

Social Security No.----

Party of the First Part

Name:

TEXAS	
STATE OF IOWA) HUTCHINSON) ss	
COUNTY OF MADISON)	
On this 10TH day of Townson 20	ol, before me, the undersigned a Notary Public in and
for said County and State personally appeared <u>DOROTHE</u>	
person(s) named in and who executed the foregoing instru	
their voluntary act and deed.	
	$-\infty$ 111 θ
Michael L. Scales Notary Public, State of Texas Any Commission Expires 03-08-01	Michael Z. Scales Notary Public in and for the State of Iowa TEXAS
DI NUMBERGO MULTIPEGE AL DEL COLO	
•	Part, does hereby set his hand to this instrument on this
30th day of January, 2001, at	winterset, iowa.
	MADISON COUNTY
	BOARD OF SUPERVISORS
	Con Bord
	BY: CYMcDONALD, Chairman
	BY: Van Welch
	JOAN WELCH, Madison County Auditor
	Party of the Second Part
STATE OF IOWA)	
) ss	
COUNTY OF MADISON)	
On this 30th day of Tanuary, 20, a Notary Public in and for the State of Iowa, personally appet to me personally known, and who, being by me duly sworn,	eared <u>CY McDONALD</u> and <u>JOAN WELCH</u> ,
Supervisors and County Auditor, respectively, of the County	
instrument is the corporate seal of the corporation, and that the	
corporation, by authority of its Board of Supervisors, under I	-
30th day of January, 2001, and CYM	cDONALD and JOAN WELCH, acknowledged the
execution of the instrument to be their voluntary act and deed	
voluntarily executed.	
KERRY B. STAPLE MY COMMISSION EXPIR January 14, 2003	Name: Karles Notary Public in and for the State of Iowa
TOWN	totaly a done in and for the State of Iowa

Name: KARLY B. Sta Ples Notary Public in and for the State of Iowa

Prepared By: Todd R. Hagan, P.E., Madison County Engineer, P.O. Box 152, Winterset, Iowa 50273, Telephone: (515) 462-1136

MEMORANDA

Exact and full name of owner, as same appears of record	Dorothea M. Mack, Trust
If married, full name of spouse	
If mortgage, or other liens, show names of holders and amounts	·
If an estate, give the names of all the heirs with the share of each.	
Show names of spouses of such if are married.	
Name of administrator on executor	
If any of the owners or heirs are minors give their names and age	
Name of guardian	

Remarks: