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RECORDER
MADISON COUNTY, IOWA

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 18 of DECEMBER, 2000 A.D.
by and between PAUL HUTTON

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 Section 15 Township 74N Range 26W Commencing at

- Station 54 + 22.53 to Station 56 + 00.00 a strip 141.91 - 110.00 feet wide Left side, from
- Station 56 + 00.00 to Station 58 + 00.00 a strip 110.00 - 95.00 feet wide Left side, from
- Station 58 + 00.00 to Station 60 + 00.00 a strip 95.00 - 85.00 feet wide Left side, from
- Station 60 + 00.00 to Station 63 + 45.38 a strip 85.00 - 73.06 feet wide Left side, from
- Station 63 + 45.38 to Station 66 + 00.79 a strip 73.06 - 75.39 feet wide Left side, from
- Station 66 + 00.79 to Station 66 + 68.93 a strip 75.39 - 78.02 feet wide Left side, from
- Station 66 + 68.93 to Station 66 + 69.28 a strip 78.02 - 88.01 feet wide Left side, from
- Station 66 + 69.28 to Station 67 + 00.00 a strip 88.01 - 86.94 feet wide Left side, from
- Station 67 + 00.00 to Station 67 + 40.00 a strip 86.94 - 110.00 feet wide Left side, from
- Station 67 + 40.00 to Station 67 + 80.00 a strip 110.00 feet wide Left side, from
- Station 67 + 80.00 to Station 68 + 50.00 a strip 110.00 - 81.70 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.

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 18 day of DECEMBER, 2000.

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.

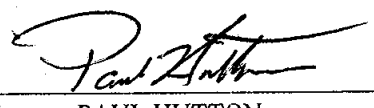
Approximately <u>1.35</u> acres at \$ <u>856.90</u> per acre	\$ <u>1,156.82</u>
Approximately <u>75</u> rods of new fence at \$ <u>20.00</u> per rod	\$ <u>1,500.00</u>
Other: Extra corner braces - eleven (11) at \$ <u>200.00</u> each	\$ <u>2,200.00</u>
General Damage <u>Any and All, and Crop Loss</u>	\$ <u>405.00</u>

TOTAL.....\$ 5,261.82

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 JAN, 2002.

IN WITNESS WHEREOF, Party of the First Part, does hereby set their hands to this instrument on this 18 day of DECEMBER, 2000, at Winterset, Iowa.


Name: PAUL HUTTON

Social Security No. [REDACTED]

Name: _____

Social Security No. _____

Party of the First Part

STATE OF IOWA)
) ss
COUNTY OF MADISON)

On this 18th day of December, 2000, before me, the undersigned a Notary Public in and for said County and State personally appeared PAUL HUTTON, 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.

Kerry B. Staples
Notary Public in and for the State of Iowa



IN WITNESS WHEREOF, the Party of the Second Part, does hereby set his hand to this instrument on this 30th day of January, 2001, at Winterset, Iowa.

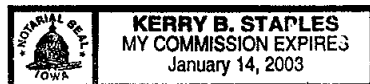
MADISON COUNTY
BOARD OF SUPERVISORS

BY: Cy McD. Donald
CY McDONALD, Chairman

BY: Joan Welch
JOAN WELCH, Madison County Auditor
Party of the Second Part

STATE OF IOWA)
) ss
COUNTY OF MADISON)

On this 30th day of January, 2001, before me, Kerry B. Staples, a Notary Public in and for the State of Iowa, personally appeared CY McDONALD and JOAN WELCH, to me personally known, and who, being by me duly sworn, did say that they are the Chairperson 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 30th day of January, 2001, and CY McDONALD and JOAN WELCH, 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.



Kerry B. Staples
Name: Kerry B. Staples
Notary Public in and for the State of Iowa

MEMORANDA

Exact and full name of owner, as same appears of record

If married, full name of spouse

If mortgage, or other liens, show names of holders and amounts

201 W. Court
WINTERSSET, IOWA 50273
By Steven D. Warrick Sec II

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 or executor

If any of the owners or heirs are minors give their names and age

Name of guardian

Remarks: