

REC \$ None
AUD \$ Fee
R.M.F. \$ _____

COMPUTER
RECORDED
COMPARED

FILED NO. _____
BOOK 2002 PAGE 1101
2002 MAR -7 PM 3:13

MICKI UTSLER
RECORDER
IOWA (515) 462-1136

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 13th of Feb, 2002 A.D.
by and between MAX STEIGLEDER

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 26 Township 76N Range 27W Commencing at

PARCEL 3

Station 4 + 00.00 to Station 5 + 00.00 a strip 35.83 to 54.00 feet wide Right side, from
Station 5 + 00.00 to Station 6 + 00.00 a strip 54.00 to 68.00 feet wide Right side, from
Station 6 + 00.00 to Station 8 + 00.00 a strip 68.00 to 62.00 feet wide Right side, from
Station 8 + 00.00 to Station 8 + 05.03 a strip 62.00 to 61.50 feet wide Right side, from

Measured from centerline of proposed highway as shown on plans and Right of Way Acquisition Plat for Project No. BROS-CO61(57)--8J-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 13th day of Feb, 2002.

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 0.22 acres at \$ 1,095.09 per acre \$ 240.92
Approximately 24.5 rods of new fence at \$ 36.00 per rod \$ 882.00
Other: _____ \$ _____
General Damage Any and All \$ 100.00

TOTAL.....\$ 1,222.92

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 _____.

IN WITNESS WHEREOF, Party of the First Part, does hereby set his hand to this instrument on this 13th day of Feb, 2002, at Des Moines, Iowa.

Max Steigleder
Name: MAX STEIGLEDER

Social Security No. [REDACTED]

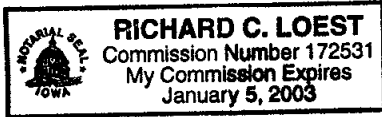
Name: _____

Social Security No. _____

Party of the First Part

STATE OF IOWA)
COUNTY OF Polk) ss

On this 13th day of Feb, 2002, before me, the undersigned a Notary Public in and for said County and State personally appeared MAX STEIGLEDER, to me known to be the identical person(s) named in and who executed the foregoing instrument, and acknowledged that he executed the same as his voluntary act and deed.



Richard C. Loest
Notary Public in and for the State of Iowa

IN WITNESS WHEREOF, the Party of the Second Part, do hereby set their hand to this instrument on this 19th day of February, 2002, at Winterset, Iowa.

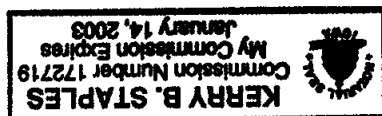
MADISON COUNTY
BOARD OF SUPERVISORS

BY: Bob Weeks
BOB WEEKS, Chairman

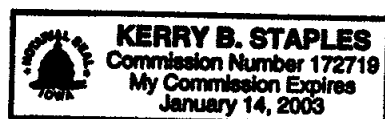
BY: Joan Welch
JOAN WELCH, Madison County Auditor
Party of the Second Part

STATE OF IOWA)
COUNTY OF MADISON)

On this 19th day of February, 2002, before me, Kerry B. Staples, a Notary Public in and for the State of Iowa, personally appeared BOB WEEKS 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 19th day of February, 2002, and BOB WEEKS 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
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

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:

EASEMENT FOR PUBLIC HIGHWAY

KNOW ALL MEN BY THESE PRESENTS

THAT MAX STEIGLEDER
of Polk County, State of Iowa in consideration of the sum of
Two Hundred Forty and 92/100 -----DOLLARS----(\$ 240.92)

in hand paid by MADISON COUNTY, IOWA, do hereby sell and convey unto the said MADISON COUNTY, for road purposes and for use as a Public Highway, the following described premises situated in the County of Madison, State of Iowa, to-wit:

PARCEL 3


That part of Northwest Quarter of the Northwest Quarter of Section 26, Township 76 North, Range 27 West of the Fifth Principal Meridian, Madison County, Iowa, described as follows:

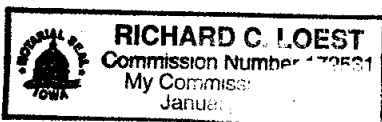
Beginning at the northwest corner of the Northwest Quarter of the Northwest Quarter of said Section 26;
thence on an assumed bearing of North 89 degrees 43 minutes 14 seconds East along the northerly line of the Northwest Quarter of the Northwest Quarter of said Section 26 a distance of 33.00 feet to the easterly right of way line of the present highway;
thence North 89 degrees 43 minutes 14 seconds East along said northerly line 28.50 feet;
thence South 05 degrees 33 minutes 36 seconds East 5.06 feet;
thence South 01 degrees 34 minutes 04 seconds East 200.09 feet;
thence South 08 degrees 04 minutes 03 seconds West 100.44 feet;
thence South 09 degrees 54 minutes 09 seconds West 101.64 feet to the easterly right of way line of the present highway;
thence South 89 degrees 36 minutes 24 seconds West 33.00 feet to the westerly line of the Northwest Quarter of the Northwest Quarter of said Section 26;
thence North 00 degrees 24 minutes 33 seconds West along said westerly line 404.56 feet to the northwest corner of the Northwest Quarter of the Northwest Quarter of said Section 26 and the point of beginning.

Said tract contains 0.53 acres including present highway and is subject to encumbrances of record.

and we hereby covenant with the said MADISON COUNTY that we are lawfully seized of said premises; that they are free from encumbrance(s) _____ that we have good and lawful authority to sell and convey the same, and we do hereby covenant to warrant and defend the said premises against the lawful claims of all persons whomsoever and the said _____ hereby relinquishes her/his right of dower in and to the premises hereinbefore conveyed.

Signed this 13th day of Feb, A. D. 2002.

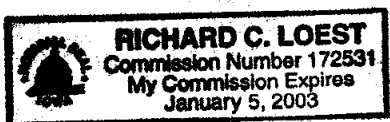

Name: MAX STEIGLEDER

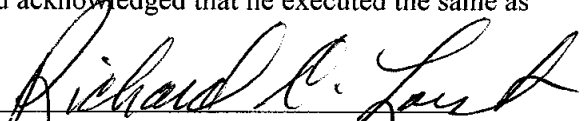


Name: _____

STATE OF IOWA, Polk COUNTY, ss.

On this 13th day of Feb A. D. 2002, before me, the undersigned, a Notary Public in and for said County, personally appeared MAX STEIGLEDER, to me known to be the person(s) named in and who executed the foregoing instrument, and acknowledged that he executed the same as his voluntary act and deed.




Notary Public in and for said County

RIGHT OF WAY ACQUISITION PLAT
NW 1/4 of the NW 1/4, SEC. 26, T-76N, R-27W,
MADISON COUNTY, IOWA
PARCEL 3

DESCRIPTION PARCEL 3

That part of Northwest Quarter of the Northwest Quarter of Section 26, Township 76 North, Range 27 West of the Fifth Principal Meridian, Madison County, Iowa, described as follows:

Beginning at the northwest corner of the Northwest Quarter of the Northwest Quarter of said Section 26;
thence on an assumed bearing of North 89 degrees 43 minutes 14 seconds East along the northerly line of the Northwest Quarter of the Northwest Quarter of said Section 26 a distance of 33.00 feet to the easterly right of way line of the present highway;
thence North 89 degrees 43 minutes 14 seconds East along said northerly line 28.50 feet;
thence South 05 degrees 33 minutes 36 seconds East 5.06 feet;
thence South 01 degrees 34 minutes 04 seconds East 200.09 feet;
thence South 08 degrees 04 minutes 03 seconds West 100.44 feet;
thence South 09 degrees 54 minutes 09 seconds West 101.64 feet to the easterly right of way line of the present highway;
thence South 89 degrees 36 minutes 24 seconds West 33.00 feet to the westerly line of the Northwest Quarter of the Northwest Quarter of said Section 26;
thence North 00 degrees 24 minutes 33 seconds West along said westerly line 404.56 feet to the northwest corner of the Northwest Quarter of the Northwest Quarter of said Section 26 and the point of beginning.

Said tract contains 0.53 acres including present highway and is subject to encumbrances of record.