

MICHELLE "MICKI" UTSLER, COUNTY RECORDER  
 MADISON IOWA

Return To:

Prepared By: Todd R. Hagan, P.E., Madison County Engineer, 1105 E. Court Ave., Winterset, Iowa 50273, Telephone: (515) 462-1136

**CONTRACT**

THIS AGREEMENT made and entered into this 28th of September, 2004 A.D.  
 by and between MADISON COUNTY FOUNDATION FOR ENVIRONMENTAL EDUCATION  
 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 21 Township 76N Range 27W Beginning at

Station 8+35.47 to Station 8+50.00 a strip 41.10 - 82.18 feet wide Right side, from  
 Station 8+50.00 to Station 10+00.00 a strip 82.18 - 65.00 feet wide Right side, from  
 Station 10+00.00 to Station 11+50.00 a strip 65.00 - 50.00 feet wide Right side, from  
 Station 11+50.00 to Station 12+50.00 a strip 50.00 - 33.62 feet wide Right side, from  
 AND  
 Station 9+66.29 to Station 12+50.00 a strip 0.00 - 9.22 feet wide Left side, from

Measured from centerline of proposed highway as shown on plans and Right of Way Acquisition Plat for  
 Project No. BROS-CO61(65)--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  
                     day of                     , 2004.

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>0.15</u> acres at \$ <u>2,102.62</u> per acre	\$ <u>315.39</u>
Approximately <u>----</u> rods of new fence at \$ <u>----</u> per rod	\$ <u>-0-</u>
Other: <u>Crop Damage / Prairic Damage</u>	\$ <u>234.61</u>
General Damage <u>Any and All</u>	\$ <u>200.00</u>
<b>TOTAL</b> .....	\$ <u>750.00</u>

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, 2006.

IN WITNESS WHEREOF, Party of the First Part, does hereby set his/her/their hands to this instrument on  
 this 28th day of September, 2004, at Winterset, Iowa.

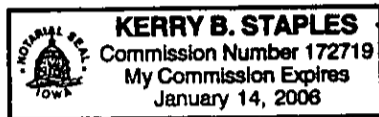
MADISON COUNTY FOUNDATION FOR ENVIRONMENTAL EDUCATION

BY: Shirley Boothe  
 Name: SHIRLEY BOOTHE, President, Madison  
 County Foundation for Environmental Education

Party of the First Part

STATE OF IOWA )  
 ) ss  
COUNTY OF MADISON)

On this 28th day of September, 2004, before me, the undersigned a Notary Public in and for said County and State personally appeared SHIRLEY BOOTHE, PRESIDENT, MADISON COUNTY FOUNDATION FOR ENVIRONMENTAL EDUCATION, 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 their hand to this instrument on this 19 day of April, 2005, at Winterset, Iowa.

MADISON COUNTY  
BOARD OF SUPERVISORS

BY: Steve Raymond  
STEVE RAYMOND, Chairman

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

STATE OF IOWA )  
 ) ss  
COUNTY OF MADISON)

On this 19th day of April, 2005, before me, Kerry B. Staples a Notary Public in and for the State of Iowa, personally appeared STEVE RAYMOND 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 April, 2005 and STEVE RAYMOND 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

