



MICHELLE UTSLER, COUNTY RECORDER
MADISON IOWA

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

TEMPORARY CONSTRUCTION EASEMENT AGREEMENT CONTRACT

THIS AGREEMENT made and entered into this 14 of JUNE, 2006 A.D.
by and between MUELLER FARM PARTNERSHIP, AN IOWA PARTNERSHIP
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 give a temporary construction easement to the County for the construction of a Public Highway and the real estate is situated in the County of Madison, State of Iowa, to-wit:

In Section 3 Township 76N Range 27W Beginning at:
Station 97+50.00 to Station 99+60.00 a strip 275.00 feet wide Right side, from
Station 99+60.00 to Station 101+50.00 a strip 275.00 - 245.00 feet wide Right side, from
Station 101+50.00 to Station 102+00.00 a strip 245.00 - 96.16 feet wide Right side, from
AND
Station 96+00.00 to Station 98+80.00 a strip 90.00 - 265.00 feet wide Left side, from
Station 98+80.00 to Station 100+50.00 a strip 265.00 - 250.00 feet wide Left side, from
Station 100+50.00 to Station 101+00.00 a strip 250.00 - 175.00 feet wide Left side, from

Measured from centerline of proposed highway as shown on plans for Project No. BROS-CO61(58)—8J-61.

Party of the first part consents to any change of grade of the Public Highway and accepts payment under this agreement for any and all damages arising therefrom. Party of the first part acknowledges full settlement and payment from the County for all claims per the terms of this agreement and discharges the County from liability because of this agreement and the construction of this public improvement project.

Party of the first part agrees that the County may take immediate possession of the above-described real estate on or before the 14 day of JUNE, 2006

The County agrees to purchase the right of temporary easement for the above-described real estate. Settlement and payment is as follows:

Approximately <u>2.22</u> acres at \$ <u>1,000.00</u> per acre	\$ <u>2,220.00</u>
Approximately <u>---</u> rods of new fence at \$ <u>----</u> per rod	\$ <u>-----</u>
Other: <u>Crop Damage</u>	\$ <u>784.00</u>
Other: _____	\$ <u>-----</u>
Other: _____	\$ <u>-----</u>
General Damage <u>Any and All</u>	\$ <u>200.00</u>
TOTAL.....	\$ <u>3,204.00</u>

It is agreed that the right of temporary easement granted by this agreement shall terminate upon the completion of this highway project.

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.

** (DO NOT RECORD THIS PAGE)

MEMORANDA

Social Security Number(s)

FED ID #

42-1495344

Exact and full name of owner, as it 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: