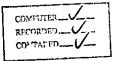
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MICHELLE UTSLER, COUNTY RECORDER MADISON IOWA

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

Γ	THIS AGREEM	IENT made and er	ntered into thi	s	of	ONE		,20 <i>06</i>	_A.D.
by and be	etween	MUELLER FARI	M PARTNER	SHIP, A	N IOWA PARTI	NERSHIP			
of the Co	ounty of Madiso	on, State of Iowa,	party of the f	irst part a	and the Madison	County Bo	ard of Su	pervisors	acting
for Madis	son County, par	rty of the second p	art.						
WITNES	SSETH:								
construct	ion easement t	valuable consider to the County for the of Iowa, to-wit:							
I	n Section	3 Tow	nship	76N	_ Range _	27	W	Beg	ginning
at:			•		275.00	foot wide	Dialet	منظم	from
Station_	97+50.00	to Station			275.00				from
Station_	99+60.00	to Station		-			_		from
Station AND	101+50.00	to Station	102700.00	а ѕитр	<u>245.00 – 96.16</u>	_ icci wide _	Kigiit	siue,	from
Station	96+00 00	to Station	08+80	a etrin	90.00 - 265.00	feet wide	Left	side	from
Station	98+80.00	to Station			265.00- 250.00				from
Station	100+50.00	to Station			250.00- 175.00				from
agreemer payment	nt for any and from the Cour	t part consents to a all damages aris ty for all claims and the construct	ng therefron	n. Party s of this	of the first paragreement and d	t acknowle lischarges t	dges full	settleme	nt and
estate on	Party of the first or before the _	st part agrees that day of grees to purchase	the County JUNE	may take	e immediate pos, 20_06	session of			
Settlemei	nt and payment	is as follows:							
<i>A</i> () () () () () () () () () (Other: <u>Crop Da</u> Other: Other:	2.22 acres at \$ rods of nemage Any and 2	w fence at \$_			-	\$ \$ \$ \$ \$	784.00 200.00	
	TOTAL	·····		•••••			\$	3,204.00)

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

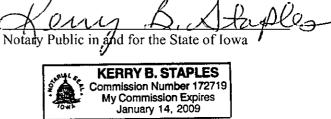
Should the acreage taken for highway or fencing be more or less than shown above, same is to be paid for at the agreed unit prices. Should the highway as finally located require none of the real estate described, this contract becomes null and void. Party of the first part agrees to pay all liens and 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.

Prepared by: Todd R. Hagan, P.E., Madison County Engineer, 1105 E. Court Ave., Winterset, Iowa 50273, Telephone: (515) 462-1136 This contract will be null and void if a construction contract for the project is not entered into by Madison County by Jury 1, 2008 X Mame: MUELLER FARM PÁRTNERSHIP, AN IOWA PARTNERSHIP Party of the First Part STATE OF IOWA COUNTY OF MADISON) On this ____14__ _ day of <u>June</u> 2006, before me, the undersigned a Notary Public in and for said County and State personally appeared MARVEN COX 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. Notary Public in and for the State of Iowa MICHAEL JAMES HACKETT Commission Number 188668 My Commission Expires February 6, 2009 IN WITNESS WHEREOF, the Party of the Second Part, does hereby set their hand to this instrument on this _____, 20**06_**, at Winterset, lowa. **MADISON COUNTY** BOARD OF SUPERVISORS STATE OF IOWA VELCH, Madison County Auditor) 88 COUNTY OF MADISON) Party of the Second Part On this 18 Ha day of July, 2003, before me, Kekly B Sky 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

the corporation, by it voluntarily executed.

acknowledged the execution of the instrument to be their voluntary act and deed, and the voluntary act and deed of



Remarks:

MEMORANDA

Social Security Number(s) FED IP	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					