VOCUMENT 2000 4302

Book 2006 Page 4562 Type 03 010 Pages 2 Date 11/01/2006 Time 1:59 PM Rec Amt \$.00

MICHELLE UTSLER, COUNTY RECORDER MADISON 10WA

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

CONTRACT

1 11 3417114						<u> </u>	, 202	76 A.D.
by and between MICHA								
of the County of Madiso for Madison County, par			irst part a	nd the	Madison	County Boar	rd of Super	visors acting
WITNESSETH:								
For good and va or deed to the county for to wit:		Highway the	real estat	e situat	ed in the	County of	Madison, S	tate of Iowa
In Section	3 Tov	vnship	76N	_	Range	27V	<u>V</u>	Beginning
at: Station 89+96.94	to Station	91+00 00	a etrin	33.00.	50.00	feet wide	Right	side from
Station 89+90.94 Station 91+00.00	to Station	92+00.00	_ a strip	50.00	20.00	_ feet wide _	Right	side, from
Station 91+00.00 Station 92+00.00	to Station	92+00.00	_ a strip	50.00	- 70 95	_ feet wide _	Right	side from
Station 92+00.00	to Station	75104.75	_ a strip	20.00	70.55	_ feet wide _		side, from
Station	to Station		_ a strip			_ feet wide _		side, from
Station	to Station		_ a strip			_ feet wide _		side, from
Station	to Station		_ a strip	-		_ feet wide _		side, from
Station	to Station		a strip			fect wide	 ·	side, from
Station	to Station		_ a strip			_ feet wide		side, from
	centerline of pro						Vay Acquis	ition Plat fo
Project No. BROS-C	CO61(58)—8J-61 st part agrees that is to convey same	t the County	may tak	e imme e consi	diate po	ssession of t	he above-d	escribed rea
Party of the first estate and further agree day of The County agr	st part agrees that is to convey same TULY	t the County to the Coun	may tak ty for th _, 20	e imme e consi 6.	diate pooderation	ssession of the hereinafter references	he above-d named, on o	escribed rea or before th
Party of the first estate and further agree	st part agrees that is to convey same and a stoconvey same are stoconv	t the County e to the Coun he above-desc y of easement	may tak ty for th _, 20 <u>O</u> cribed re or deed,	e imme e consi 6. al estate showin	diate pooderation	ssession of the hereinafter in the easement of	he above-d named, on o or deed the	escribed rea or before th
Party of the first estate and further agree day of The County agr purposes and to pay ther Approximately	st part agrees that is to convey same a story of the stor	t the County to the Coun he above-desc y of easement cres at \$	may take ty for the cribed recordeed, 6,037.2	e imme e consi 6. al estate showin	diate pooderation e and takes mercha	ssession of the hereinafter in the easement cantable title.	he above-d named, on o or deed the	escribed rea or before th reto for roa
Project No. BROS-G Party of the first estate and further agree day of The County agr purposes and to pay ther Approximately Approximately	st part agrees that is to convey same story a same story and sees to purchase the refor upon deliver to the same story and sees to purchase the same story and sees the same s	t the County to the Coun the above-desc y of easement cres at \$ ods of new fe	may takety for the, 20 <u>O</u> cribed recordeed, 6,037.2 ncc at \$	e imme e consi 6. al estate showin	diate pooderation e and takes mercha	ssession of the hereinafter in the easement cantable title.	the above-dependence on deed the $\begin{bmatrix} & & & & & & & \\ & & & & & & \\ & & & & $	escribed reaper before the reto for roa
Party of the first estate and further agree day of The County agr purposes and to pay ther Approximately Approximately Other: 3 Additional and a second day of the d	st part agrees that is to convey same sto convey same sto purchase to refor upon deliver	t the County to the Coun he above-desc y of easement cres at \$ ods of new fe Braces @ \$21	may takenty for the cribed recordeed, 6,037.2 nce at \$_0.00 eac	e imme e consi	diate pooderation e and takes mercha	ssession of the hereinafter in the easement of	he above-d named, on of deed the \$7\$	escribed reaper before the reto for roaper section
Project No. BROS-G Party of the first estate and further agree 13 day of The County agr purposes and to pay ther Approximately Approximately Other: 3 Addition Other: Damage	st part agrees that is to convey same sto convey same sto purchase the refor upon deliver to consider and set to Driveway, 14	t the County to the Coun he above-desc y of easement cres at \$ ods of new fe Braces @ \$21	may takenty for the cribed recordeed, 6,037.2 nce at \$_0.00 eac	e imme e consi	diate pooderation e and take g merchaper acrper rod	ssession of the hereinafter in the easement of	he above-d named, on 6 or deed the \$7 \$6 \$6 \$2	escribed reaper before the reto for roa 84.84 74.94 30.00
Party of the first estate and further agree day of The County agr purposes and to pay ther Approximately Approximately Other: 3 Addition of the Damage Other: Damage	st part agrees that is to convey same sto convey same sto purchase the refor upon deliver to consider and set to Driveway, 14	t the County to the Coun he above-desc y of easement cres at \$ ods of new fe Braces @ \$21 ft. @ \$20.00	may tak ty for th _, 20 <u>O</u> cribed re or deed, 6,037.2 nce at \$_ 0.00 eac per ft.	e imme e consi	diate pooderation e and take g merchaper acrper rod	ssession of the hereinafter in the easement of antable title.	he above-d named, on 6 or deed the \$7 \$6 \$6 \$2 \$33,6	escribed reaper before the reto for roa 84.84 74.94 30.00 80.00

During the construction of this project the County agrees to erect and place a safety fence next to the proposed right of way from station 91+00 to station 93+10 on the right side and around an existing well located 79 feet right of station 92+96 and around two existing oak trees located 72 feet right of station 91+58 and 71 feet right of station 92+04. The location of the well and two oak trees are measured from centerline of the proposed highway as shown on the plans.

The existing well and the two oak trees as referenced above are located outside the limits of this proposed right of way taking. All reasonable effort will be made to not adversely affect the well and two oak trees in question.

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 o	entered into by	Madison
County by _	July 1, 2008	·				

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

			-		hands to this instrument on
this 13 day of 3	ULY	, 20 <u>06</u> , at	HENTE	uset	, Iowa.
M. S. 11 4					
Name: MICHAEL W. HUI	NTER				
Sephani Bital					
Name: STEPHANIE A. HU	JNTER				
Party of the First Part					
STATE OF IOWA	,				
) ss				
COUNTY OF MADISON)				
On this 13 Public in and for said Count	_day of _ Ju	24	_, 20_06	, before me, th	e undersigned a Notary
Public in and for said Count to me known to be the identi	y and State perso	nally appeared _	MICHAI	EL W. AND STE	PHANIE A. HUNTER,
that they executed the same			executed t	ne foregoing hist	Turnent, and acknowledged
			7	A///n	
MICHAEL,	JAMES HACKETT n Number 188668		Notar	y Public in and fo	or the State of Iowa
My Com Febru	mission Expires ary 6, 2009				
					and to this instrument on this
$\frac{18}{2}$ day of $\frac{1}{2}$	ly	, 20 <u>0/</u> ,	at Winters	set, Iowa.	
V	0				
				MADISON CO	-
				BOARD OF S	<u>UFERVISORS</u>
					1.00
			BY:_	4-1	Mad
				CY McDONA	LD, Chairman
				Com	11) 01
			BY:	JOAN WELCH	I, Madison County Auditor
					•
STATE OF IOWA)				Party of the Sec	cond Part
) S COLINITY OF MADISON	s				
COUNTY OF MADISON)		:		, <i>j</i>	
On this 1870 do a Notary Public in and for the	lay of	<u>[</u>	20 <u>Jb</u> , b	efore me, Kek	ery B. Staples
personally known, and who,	e State of Iowa, p being by me duly	personany appea y sworn, did say	that they a	are the Chairpers	on of the Board of
Supervisors and County Aud	itor, respectively	, of the County	of Madiso	n, Iowa; that the	seal affixed to the foregoing
instrument is the corporate se corporation, by authority of i	ts Board of Supe	ttion, and that the rvisors, under R	e instrume oll Call V	ent was signed and ote of the Board of	d sealed on behalf of the of Supervisors on the
	بان 20, يا	, and CY Mc	DONALD	and JOAN WI	ELCH, acknowledged the
execution of the instrument to voluntarily executed.	o oe ineir volunt	ary act and deed	, and the v	oluntary act and	deed of the corporation, by it
			,		. 1
	WERI	RY B. STAPLES	7 2	eny P	Staples
	Commis My C	sion Number 17271! ommission Expires	9 Notary	Public in and fo	r the State of Iowa
	Ja	nuary 14, 2009	_		