Document 2007 3205
Book 2007 Page 3205 Type 03 010 Pages 3
Date 8/17/2007 Time 3:23 PM
Rec Amt $.00
INDX ✓
ANNO
SCAN
LISA SMITH. COUNTY RECORDER
MADISON IOWA
CHEK

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 3rd of March, 2006 A.D.

by and between LYNCH, DONALD J.

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 4 Township 76N Range 28W Beginning at

Station 1+58.95 to Station 4+85.96 a strip 26.00 feet wide Left 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 _____ feet wide _____ side, from
Station _____ to Station _____ a strip _____ feet wide _____ side, from
AND
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

Measured from centerline of proposed highway as shown on plans and Right of Way Acquisition Plat for Project No. L-GR-337728/47628-61.

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 10TH day of MARCH, 2006.

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 0.195 acres at $ 0.00 per acre	$ 0.00
Approximately _____ rods of new fence at $ _____ per rod	$ _____
Other: _____	$ _____
TOTAL.....	$ 0.00

*NOTE:

It is hereby agreed by party of the first part that they shall donate the right of way for road purposes as shown on this contract. It is further agreed by party of the first part that they shall not request payment for new fence nor shall they request payment for other items, including but not limited to; general damage.

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 N/A.

IN WITNESS WHEREOF, Party of the First Part, does hereby set his/her/their hands to this instrument on this 3rd day of March, 2006, at Winterset, Iowa.

Donald J. Lynch

Name: DONALD J. LYNCH

Name: _____

Party of the First Part

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

STATE OF IOWA)
) ss
COUNTY OF MADISON)

On this 3rd day of March, 2006, before me, the undersigned a Notary Public in and for said County and State personally appeared LYNCH, DONALD J., 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
Commission Number 172719
My Commission Expires
January 14, 2009

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 14th day of AUGUST, 2007 at Winterset, Iowa.

MADISON COUNTY
BOARD OF SUPERVISORS

BY: _____
BOB WEEKS, Chairman

BY: _____
JOAN WELCH, Madison County Auditor

Party of the Second Part

STATE OF IOWA)
) ss
COUNTY OF MADISON)

On this 14th day of AUGUST, 2007 before me, MICHAEL JAMES HACKETT, 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 14th day of AUGUST, 2007, 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.

MICHAEL JAMES HACKETT
Commission Number 188668
My Commission Expires
February 6, 2009

Notary Public in and for the State of Iowa

**(DO NOT RECORD THIS PAGE)

MEMORANDA

Social Security Number(s) _____

_____

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: