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BOOK 139 PAGE 383

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MICHELLE UTSLER
RECORDER
MADISON COUNTY, IOWA

REC \$ 15.00

AUD \$ _____

ADV \$ 1.00

Valerie E. Gouthals, Right of Way Office, Iowa Department of Transportation, 800 Lincoln Way, Ames, IA 50010-6993, 515-239-1361
Form 634012
07/18/95

TEMPORARY EASEMENT CONTRACT

Page 1

PARCEL NO. 48 Supplemental
PROJECT NO. FN-92-4(15)--21-61

COUNTY Madison
ROAD NO. 92

SELLER: John P. LaFratte and Shirley M. LaFratte, husband and wife

THIS AGREEMENT made and entered into this 20th day of July, 1998, by and between Seller and the Iowa Department of Transportation, acting for the State of Iowa, Buyer.

1. SELLER GRANTS to Buyer a temporary easement upon Seller's real estate, hereinafter referred to as the premises, situated in parts of the following:
SE 1/4 NE 1/4, Section 30 and SW 1/4 NW 1/4 Section 29, Township 76 North, Range 26 West

County of Madison, State of Iowa, and more particularly described on Page 2, Item 13, for the purpose of See Page 2

on land described as: _____

measured from the centerline of the proposed highway and as shown on the project plans for said highway improvement. The premises also includes all estates, rights, title and interests, including all easements, and all advertising devices and the right to erect such devices as are located thereon, and the following buildings, improvements and other property: Land, all trees, shrubs, landscaping, and surfacing

SELLER CONSENTS to any change of grade of the highway and accepts payment under this contract for any and all damages arising therefrom. SELLER ACKNOWLEDGES full settlement and payment from the Buyer for all claims per the terms of this contract and discharges Buyer from liability because of this contract and the construction of this public improvement project.

2. Possession of the premises is the essence of this contract and SELLER GRANTS Buyer immediate possession of the premises.
3. Buyer agrees to pay Seller the Total Lump Sum of \$ 6,000.00 on or before 60 days after Buyer approval. Buyer may include mortgagees, lienholders, encumbrancers and taxing authorities as payees on warrants as contract payment.
4. SELLER WARRANTS there are no tenants on the premises holding under lease except: NONE
5. It is agreed that the right of temporary easement granted by this contract shall terminate upon the completion of this highway project.
6. This contract shall apply to and bind the legal successors in interest of Seller and SELLER AGREES to warrant good and sufficient title. Names and addresses of lienholders are: Farmers & Merchants State Bank, Winterset, Iowa 50273
7. Each page and each attachment is by this reference made a part hereof and the entire agreement consists of 3 pages.

DISTRIBUTION: TWO COPIES RETURNED TO BUYER (IOWA DOT) -- ONE COPY RETAINED BY SELLER

J.L.
DEED RECORD 139

J.L.
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PARCEL NO. 48 Supplemental

Page 2

PROJECT NO. FN-92-4(15)--21-81

COUNTY Madison

ROAD NO. 92SELLER: John P. LaFratte and Shirley M. LaFratte, husband and wife

8. If this contract is recorded, in addition to the Total Lump Sum, Buyer agrees to pay \$ 50.00 for the cost of adding title documents required by this transaction to Seller's abstract of title. SELLER AGREES to obtain court approval of this contract, if requested by Buyer, if title to the premises becomes an asset of any estate, trust, conservatorship or guardianship. Buyer agrees to pay court approval costs and all other costs necessary to transfer the premises to Buyer, but not attorney fees. Claims for such transfer costs shall be paid in amounts supported by paid receipts or signed bills.
9. Buyer agrees that any drain tile which are located within the premises and are damaged by highway construction shall be repaired at no expense to Seller. Where Buyer specifically agrees to construct and maintain fence, the fence shall be constructed and maintained for vehicle access control purposes only at no expense to Seller. Buyer shall have the right of entry upon Seller's remaining property along the right of way line, if necessary, for the purpose of connecting said drain tile and constructing and maintaining said fence. Seller may pasture against said fence at his own risk. Buyer will not be liable for fencing private property or maintaining the same to restrain livestock.
10. If Seller holds title to the premises in joint tenancy with full rights of survivorship and not as tenants in common at the time of this contract, Buyer will pay any remaining proceeds to the survivor of that joint tenancy and will accept title solely from that survivor, provided the joint tenancy has not been destroyed by operation of law or acts of Seller.
11. This written contract constitutes the entire agreement between Buyer and Seller and there is no agreement to do or not to do any act or deed except as specifically provided for herein.
12. Seller states and warrants that there is no known well, solid waste disposal site, hazardous substances, nor underground storage tanks on the premises described and sought herein.
13. It is understood and agreed, the purpose of this supplemental contract is to compensate the Seller for additional area of Temporary Easement used for Borrow from Station 371+30 to Station 373+00, a strip 660 Ft. wide, North side, as measured from center-line of the proposed highway, as shown on the project plans and, for damage to crops and cropland, within said temporary easement area, during the 1996 growing season.
- Said compensation is included in the Total Lump Sum shown on Page 1 of this contract and is considered total settlement for said damages incurred that were not anticipated at the time of the signing of the original contract dated November 21, 1994.
- Further, said Temporary Easement for additional borrow area shall be governed by the Borrow Agreement included in the original contract dated November 21, 1994, recorded in the Madison County Recorder's Office on November 30, 1994 in Book 133 on Page 620.
14. Sellers agree that payment in full as shown on page 1 of this contract shall hereby indemnify, release, acquit, hold harmless, and forever discharge the State of Iowa, its agencies, officers, employees and agents, and all other persons acting on behalf of the State or any State Agency including any and all contractor from all liability whatsoever, including any and all claims, demands, rights of subrogation, and courses of action for property damage relative to the above referenced project affecting us which we may have or ever claim to have by reason of such project.

The Seller agrees as part of this agreement that any and all claims includes their tort claim T98-0286 filed with the State Appeal Board on September 29, 1997.

J.F.

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