

CONVEYER
RECORDED
C.F. NO.

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TEMPORARY EASEMENT CONTRACT

MAD1 A:GARRETT

MICHELLE UTBLET
RECORDER

PARCEL NO. 69
PROJECT NO. FN-92-4(15)--21-61

COUNTY Madison MADISON COUNTY, IOWA
ROAD NO. IA 92

SELLER: Jack Gyles and LaCinda Gyles, husband and wife

THIS AGREEMENT made and entered into this 25th day of September, A.D. 1995
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: SW1/4 SW1/4, Section 25, Township 76 North, Range 26 West

County of Madison, State of Iowa, and more particularly described on Page for the purpose of constructing entrance

on land described as: From Sta. 600+60 to Sta. 601+30, a strip 115 feet wide, North side

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:

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 \$ 100.00 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. If this contract is recorded, the Resident Construction Engineer will release the said easement rights after the project has been completed by recording a Release of Temporary Easement. Buyer will provide Seller with a copy of said Release after recording.

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: Union State Bank, 201 West Court, Winterset, IA 50273

7. 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.

8. 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.

9. 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.

10. Each page and each attachment is by this reference made part hereof and the entire agreement consists of 3 pages.

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

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- 11. Buyer hereby gives notice of Seller's five-year right to renegotiate construction or maintenance damages not apparent at the time of the signing of this contract as required by the Code of Iowa.
- 12. 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.
- 13. 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.
- 14. Buyer agrees to construct a Type "C" entrance at Sta. 600+61, North side.
- 15. The entrance located at Sta. 605+70, North side, as well as all other entrances not granted in this contract, will be eliminated.

