Form 634017 4/94 671111113 V F11111113 V REC \$ 1500 RIAF. \$ 100 FILED NO. 920 BOOK 134 PAGE 789

95 OCT -3 PM 34916

TEMPORARY EASEMENT CONTRACT

	no. 69	COUNTY	RECORDER <u>MadisMDDISON COUNT Y.10WA</u>
PARCEL N PROJECT	NO. FN-92-4(15)21-61	ROAD NO	IA 92
		and and wife	
SELLER:_	Jack Gyles and LaCinda Gyles, husba	ina ana wire	
	REEMENT made and entered into this	Seolember	, A.D. 19 <u>95</u> .
THIS AGI	between Seller and the lowa Department of Transportation, act	ting for the State of Ic	owa, Buyer.
Dy a.iu .			
1.	SELLER GRANTS to Buyer a temporary easement upon Seller's r situated in parts of the following <u>SW1/4 SW1/4, Sec</u>	tion 25, Townshir	o 76 North, Range 26 West
	County of Madison , State of Iowa, a	nd more particularly do	coribed on Page
	for the purpose ofconstructing entrance		
	on land described as: From Sta. 600+60 to Sta. 6	601+30, a strip 1	15 feet wide. North side
	on land described as.		
		the project plan	s for said highway improvement. The
	measured from the centerline of the proposed highway and as a premises also includes all estates, rights, title and interes	ta, including all easeme	ents, and all advertising devices and
	the right to erect such devices as are located thereon, and	the following building	s, improvements and other property:
	SELLER CONSENTS to any change of grade of the highway and a	iccepts payment under th	is 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 thi	s contract and the cons	truction of this public improvement
	project.		
2.	Possession of the premises is the essence of this contract ar	nd SELLER GRANTS Buyer i	mmediate possession of the premises.
3.	Buyer agrees to pay Seller the Total Lump Sum of \$10	00.00	
٠.	on or before 60 days after Buyer approval	<u>1</u>	. Buyer may include
	mortgagees, lienholders, encumbrancers and taxing authority	ies as payees on warran	ta as contract payment.
4.	SELLER WARRANTS there are no tenants on the premises holding	ng under lease except:	
	NONE		
5 .	It is agreed that the right of temporary easement granted b	y this contract shall to	erminate upon the completion of this
٠.	highway project. If this contract is recorded, the Resident	Construction Engineer w	rill release the said easement rights
	after the project has been completed by recording a Release of	of Temporary Rasement. I	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 a	nd SELLER AGREES to warrant good and
	aufficient title. Names and addresses of lienholders are:		
	Union State Bank, 201 West Court, Winters	set, 1 <u>A 50273</u>	
7.	If this contract is recorded, in addition to the Total Lum	p Sum, Buyer agrees to	pay \$50.00
	for the cost of adding title documents required by this transc		
	court approval of this contract, if requested by Buyer, if tonservatorship or guardianship. Buyer agrees to pay court		
	premises to Buyer, but not attorney fees. Claims for such	n transfer costs shall h	ne paid in amounts supported by paid
	receipts or signed bills.		
8.	Buyer agrees that any drain tile which are located within the	he premises and are dama	ged by highway construction shall be
٥.	repaired at no expense to Seller. Where Buyer specifically		
	constructed and maintained for vehicle access control purpor		
	of entry upon Seller's remaining property along the right o drain tile and constructing and maintaining said fence. Sell		
	not be liable for fencing private property or maintaining		
9.	If Seller holds title to the premises in joint tenancy with the time of this contract, Buyer will pay any remaining process.		
	solely from that survivor, provided the joint tenancy has		
10.	Each page and each attachment is by this reference made par	t hereof and the entire	agreement consists of 3 pages.

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

HAD1 A: CARRETT

PARCEL NO.	69							Madison	
		<u>15)21-61</u>			_		ROAD NO	IA 92	
SELLER:	<u>Jack</u>	Gyles and	LaCinda	Gyles,	husband	and wi	fe		

- 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.

PROJECT NO.	69			COUNTY Madison ROAD NO. IA 92
racella ac.	FN-92-4 (1	<u>.5)21-61</u>		ROAD NO. 1A 92
SELLER:	Jack	Gyles and LaCinda G	yles, <u>husband and</u>	wife
SELLER'S SIG	INATURE AND CLAI	MANT'S CERTIFICATION: Upon	due approval and execution	n by the Buyer, we the undersigned claimants
the Total Lu	ump Sum payment	shown herein is just and	unpaid.	
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X Jack	Gyles		ZaCinda Gyle	es
	ghway 92	V	0 0 .	
Prole,	IA 50229			
SELLER'S AL	L-PURPOSE ACKNO	<u>OWLEDGMEN</u> T		CAPACITY CLAIMED BY SIGNER:
STATE OF	Iowa	} }		X INDIVIDUAL
COUNTY OF	Madison) 83:		CORPORATE Title(s) of Corporate Officer(s
On this	13 day of	September. A	.D. 19 <u>95</u> , before me,	
the undersid	gned, a Notary	Public in and for said Sta		
Jack	Gyles and	<u>LaCinda Gyles</u>		Corporate Seal is affixed No Corporate Seal procured
	to me persor	mally known	· · · · · · · · · · · · · · · · · · ·	PARTNER(s): Limited Partners
or		on the basis of satisfact	ory evidence	General Partners
		name(s) is/are subscribed t		ATTORNEY-IN-FACT
		at he/she/they executed the and that by his/her/the		EXECUTOR(s) or TRUSTEE(s) GUARDIAN(s) or CONSERVATOR(s)
		or the entity upon behalf		OTHER:
	uted the instru		$\overline{}$	
-(NOTARY: 3BA		Change of 8	(Sign in Ink)	SIGNER IS REPRESENTING: List name(s) of entity(ies) or person(
S10. " E.	MAN T. ROUSE	Timan T. rou	- -	
ORI	TOUSE		or the State of <u>IOWa</u>	l
	-			
BUYER'S ACK	NOWLEDGMENT			
STATE OF IO	WA: 88 On thi			, before me, the undersigned, personally a
Robert	L. North	, known to me to be	a Right of Way Director o	of Buyer and who did say said instrument was
Robert on behalf of	WA: 88 On thi L. North Buyer by its a	, known to me to be uthority duly recorded in it	a Right of Way Director o	f Buyer and who did may said instrument was of May Director acknowledged the execution
Robert on behalf of	WA: 88 On thi L. North Buyer by its a	, known to me to be uthority duly recorded in it	a Right of Way Director o	of Buyer and who did say said instrument was
Robert on behalf of	WA: 88 On thi L. North Buyer by its a	, known to me to be uthority duly recorded in it	a Right of Way Director on the minutes, and said Right evoluntary act and deed	of Buyer and who did may maid instrument was of Way Director acknowledged the execution of Buyer and boilt voluntarily executed.
STATE OF IOI ROBERT On behalf of instrument,	WA: 88 On thi L. North f Buyer by its a which signatur	, known to me to be uthority duly recorded in it	a Right of Way Director on the minutes, and said Right evoluntary act and deed	f Buyer and who did may said instrument was of May Director acknowledged the execution
Robert on behalf of	WA: 88 On thi L. North f Buyer by its a which signatur	, known to me to be uthority duly recorded in it	a Right of Way Director on the minutes, and said Right evoluntary act and deed	of Buyer and who did say said instrument was of Way Director acknowledged the execution of Buyer and boit voluntarily executed. Public in and to the State of Iowa
STATE OF IOI Robert On behalf of instrument,	WA: 88 On thi L. North g Buyer by its a which signature	known to me to be uthority duly recorded in it re appears hereon, to be the Recorded Market 19-5	a Right of Way Director on the minutes, and said Right evoluntary act and deed	of Buyer and who did may maid instrument was of Way Director acknowledged the execution of Buyer and boilt voluntarily executed.
STATE OF IOI Robert On behalf of instrument,	WA: 88 On thi L. North f Buyer by its a which signatur	, known to me to be uthority duly recorded in it re appears hereon, to be the Agent (Date)	a Right of Way Director on the minutes, and said Right evoluntary act and deed	of Buyer and who did say said instrument was of Way Director acknowledged the execution of Buyer and boit voluntarily executed. Public in and to the State of Iowa

ROBERT L. NORTH

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