

REC: [Signature]  
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FILED NO. 294  
 BOOK 137 PAGE 739  
 97 JUL 22 AM 10:53  
 MICHELLE UTSLER  
 RECORDER  
 MADISON COUNTY, IOWA

Prepared By: J. Brian Morrissey, P.E. & L.S., Madison County Engineer, P.O. Box 152, Winterset, Iowa 50273, Telephone: (515) 462-1136

**CONTRACT**

THIS AGREEMENT made and entered into this 1 of MAY, 1997 A.D.  
 by and between HARLEY A. JONES  
x Tammy Sue Jones

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 20 Township 76N Range 27W Commencing at  
 Station 95 + 36.54 to Station 95 + 98.61 a strip 29.77 - 56.51 feet wide LT side, from  
 Station 95 + 98.61 to Station 96 + 66.53 a strip 56.51 - 64.51 feet wide LT side, from  
 Station \_\_\_\_\_ to Station \_\_\_\_\_ a strip \_\_\_\_\_ feet wide \_\_\_\_\_ side, from  
 Station \_\_\_\_\_ to Station \_\_\_\_\_ a strip \_\_\_\_\_ feet wide \_\_\_\_\_ side, from

Measured from center line of proposed highway as shown on plans for Project No FM-61(43)--55-61

Additional Right of Way as follows:

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 1 day of MAY, 1997.

The County agrees to purchase the above described real estate and take easement or deed thereto for road purposes and to pay therefor upon delivery of easement or deed, showing merchantable title.

Approximately <u>0.09</u> acres at \$ <u>207.68</u> per acre	-----	\$ <u>18.69</u>
Approximately <u>10.50</u> rods of new fence at \$ <u>20.00</u> per rod	-----	\$ <u>210.00</u>
Approximately _____ rods of new fence at \$ _____ per rod	-----	\$ _____
General Damage <u>ANY AND ALL</u>	-----	\$ <u>200.00</u>

TOTAL----- \$ 428.69

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 Section 472.52.

This contract will be null and void if a construction contract for the project is not entered into by Madison County by \_\_\_\_\_.

IN WITNESS WHEREOF, Party of the First Part, do hereby set their hands to this instrument on this 1 day of MAY, 1997, at Winterset, Iowa.

[Signature]  
 Name: HARLEY A. JONES

Social Security No. [Redacted]

[Signature]  
 Name: x Tammy Sue Jones  
 Party of the First Part

Social Security No. [Redacted]

Prepared By: J. Brian Morrissey, P.E. & L.S., Madison County Engineer, P.O. Box 152, Winterset, Iowa 50273, Telephone: (515) 462-1136

STATE OF IOWA )  
 ) ss  
COUNTY OF MADISON )

On this 1 day of MAY, 1997, before me, the undersigned a Notary Public in and for said County and State personally appeared HARLEY A. JONES & TAMMY SUE JONES, 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.



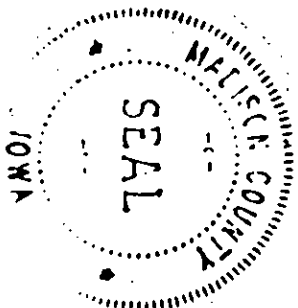
Michael James Hackett  
Name: Michael James Hackett  
Notary Public in and for the State of Iowa

IN WITNESS WHEREOF, the Party of the Second Part, do hereby set its hand to this instrument on this 24th day of June, 1997, at Winterset, Iowa.

MADISON COUNTY  
BOARD OF SUPERVISORS

BY: Dean Lauer  
DEAN LAUER, Chairman

BY: Joan Welch  
JOAN WELCH, Madison County Auditor  
Party of the Second Part



STATE OF IOWA )  
 ) ss  
COUNTY OF MADISON )

On this 24th day of June, 1997, before me, Kerry B. Staples, a Notary Public in and for the State of Iowa, personally appeared DEAN LAUER 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 24th day of June, 1997, and DEAN LAUER 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.



Kerry B. Staples  
Name: Kerry B. Staples  
Notary Public in and for the State of Iowa