

Form 634-017
7-87 H-9487



Iowa Department of Transportation

TEMPORARY EASEMENT CONTRACT

REC \$ 10.00
AID#

PARCEL NO. 59
PROJECT NO. FN-92-4(15)--21-61

COUNTY Madison
ROAD NO. IA 92

THIS AGREEMENT made and entered into this 24th day of June, A.D. 1992 by and between

Judith Brugioni and Henry Brugioni husband and wife,

Seller, and Iowa Department of Transportation, acting for the State of Iowa, Buyer.

1. SELLER GRANTS to the Buyer a temporary easement upon Seller's real estate, hereinafter referred to as the premises, situated in parts of the following (1/4 1/4 Sec./Twp./Rge.) ~~XXXXXXXXXXXX~~:
NE 1/4 SW 1/4 Section 29, Township 76 North, Range 26 West
County ~~XXXX~~ of Madison, State of Iowa, ~~XXXXXXXXXXXX~~
for the purpose of constructing entrance

on land described as: From Sta. 2394+04+PL to Sta. 2394+60, a strip 70 feet wide

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 the Buyer from liability because of this contract and the construction of this public improvement project.

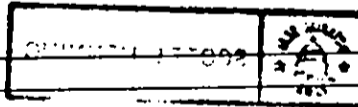
- 2. Possession of the premises is the essence of this contract and SELLER GRANTS Buyer immediate possession of the premises.
- 3. Buyer agrees to pay the Seller the Total Lump Sum of \$ 100⁰⁰ on or before 60 days after Buyer approval. Buyer may include mortgagees, lienholders, encumbrancers and taxing authorities as payees on warrants as contract payment.
- 4. SELLER WARRANTS that there are no tenants on the premises holding under the 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 Release after recording.
- 6. This contract shall apply to and bind the legal successors in interest of the Seller and SELLER AGREES to warrant good and sufficient title. Names and addresses of lienholders are: NONE

7. If this contract is recorded, in addition to the Total Lump Sum, Buyer agrees to pay \$ 5000 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 the 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 the Buyer, but not attorney fees. Claims for such transfer costs shall be paid in amounts supported by paid receipts or signed bills.

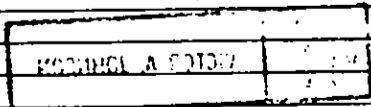
SELLER'S SIGNATURE AND CLAIMANT'S CERTIFICATION: Upon due approval and execution by the Buyer, we the undersigned claimants certify the total lump sum payment shown herein is just and unpaid.

Judith Brugioni
Judith Brugioni

Henry Brugioni
Henry Brugioni
RR 1
Winterset, Iowa 50273



COMPARED FILED NO. 3095
BOOK 627 PAGE 644
92 JUN 18 PM 1:33
MICHELLE UTZLER
RECORDER
MADISON COUNTY, IOWA



8. Each page and each attachment is by this reference made part hereof and the entire agreement consists of 2 pages.

- 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 the 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 the 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 the Seller.
- 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 Section 472.52 of 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. Buyer agrees to construct Type "C" entrances at Sta. 2394+38 and Sta. 2395+45, both West side.

SELLER'S ACKNOWLEDGMENT

STATE OF IOWA: ss On this 7 day of May, 1992, before me, the undersigned, personally appeared Judith Brugioni and Henry Brugioni

known to me to be the identical persons named in and who executed the foregoing instrument and acknowledged that they executed the same as their voluntary act and deed.



Scott L. Henning
Notary Public in and for the State of Iowa

BUYER'S ACKNOWLEDGMENT

STATE OF IOWA: ss On this 9th day of June, 1992, before me, the undersigned, personally appeared BILL McGuire

known to me to be a Right of Way Director of the Buyer and who did say that said instrument was signed on behalf of the Buyer by its authority duly recorded in its minutes, and the said Right of Way Director acknowledged the execution of said instrument, which signature appears hereon, to be the voluntary act and deed of the Buyer and by it voluntarily executed.

Victor A. Johnson
Notary Public in and for the State of Iowa



BUYER'S APPROVAL

Clyde E. Barnes 5-15-92
Recommended by: Project Agent (Date)

Bill McGuire JUN 09 1992
Approved By: Right of Way Director (Date)
BILL MCGUIRE