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Prepared By: Todd R. Hagan, P.E., Madison County Engineer, 1105 E. Court Ave., Winterset, Iowa 50273, Telephone: (515) 462-1136

**CONTRACT**

THIS AGREEMENT made and entered into this 8<sup>th</sup> of OCTOBER, 20 13 A.D.  
by and between CLIFFORD A. NEWMAN 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 77N Range 26W Beginning  
at:  
Station 96+00.00 to Station 96+50.25 a strip 40 - 60.00 feet wide Right side, from  
Station 96+50.25 to Station 96+84.22 a strip 60.00 feet wide Right side, from  
Station \_\_\_\_\_ to Station \_\_\_\_\_ a strip \_\_\_\_\_ feet wide \_\_\_\_\_ side, from  
Station \_\_\_\_\_ to Station \_\_\_\_\_ a strip \_\_\_\_\_ feet wide \_\_\_\_\_ side, from  
Station \_\_\_\_\_ to Station \_\_\_\_\_ a strip \_\_\_\_\_ feet wide \_\_\_\_\_ side, from  
Station \_\_\_\_\_ to Station \_\_\_\_\_ a strip \_\_\_\_\_ feet wide \_\_\_\_\_ side, from

Measured from centerline of proposed highway as shown on plans and Right of Way Acquisition Plat for  
Project No. BROS-CO61(97)--5f-61.

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  
8 day of October, 2013.

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.

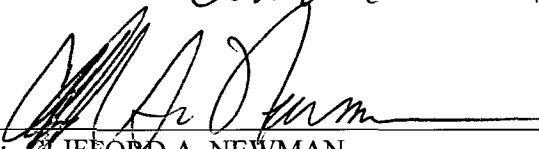
Approximately <u>0.03</u> acres at \$ <u>10,169.88</u> per acre	\$ <u>305.10</u>
Approximately <u>5.34</u> rods of new fence at \$ <u>60.00</u> per rod	\$ <u>320.40</u>
Other: <u>2 Additional Corner and Braces @ \$270.00 each</u>	\$ <u>540.00</u>
General Damage <u>To land and Any and All</u>	\$ <u>500.00</u>

TOTAL.....\$ 1,665.50

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 Chapter 6B.

This contract will be null and void if a construction contract for the project is not entered into by Madison  
County by July 1, 2016.

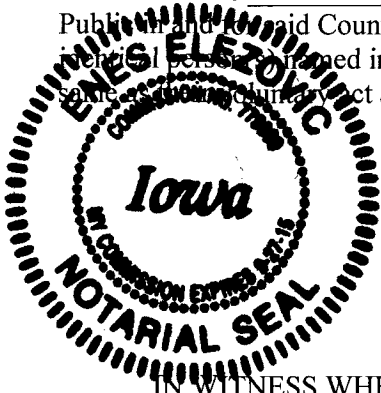
IN WITNESS WHEREOF, Party of the First Part, does hereby set his/her/their hands to this instrument on  
this 8 day of October, 2013, at URBANDALE, Iowa.

  
Name: CLIFFORD A. NEWMAN

Party of the First Part

STATE OF IOWA )  
 ) ss  
COUNTY OF MADISON )

On this 8<sup>th</sup> day of OCTOBER, 20 13, before me, the undersigned a Notary Public in and for the State of Iowa personally appeared CLIFFORD A. NEWMAN, to me known to be the individual person named in and who executed the foregoing instrument, and acknowledged that they executed the same as their voluntary act and deed.



[Signature]  
Notary Public in and for the State of Iowa

IN WITNESS WHEREOF, the Party of the Second Part, does hereby set their hand to this instrument on this 15 day of OCTOBER, 20 13, at Winterset, Iowa.

MADISON COUNTY  
BOARD OF SUPERVISORS

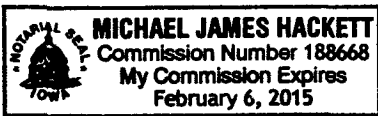
BY: Robert C Duff  
ROBERT C. DUFF, Chairman

BY: Heidi Burhans  
HEIDI BURHANS, Madison County Auditor

Party of the Second Part

STATE OF IOWA )  
 ) ss  
COUNTY OF MADISON )

On this 15 day of OCTOBER, 20 13, before me, Michael James Hackett, a Notary Public in and for the State of Iowa, personally appeared ROBERT C. DUFF and HEIDI BURHANS, 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 15 day of OCTOBER, 20 13, and ROBERT C. DUFF and HEIDI BURHANS, 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.



[Signature]  
Notary Public in and for the State of Iowa