CONTRACT

462-1037

THIS AGREEMENT Made and entered into this 23 of January, 19 79 A. D. by and between Donald L. Palmer, Et Al 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 21 Township 74 N Range 29 W Commencing at

Station 8 + 03 to Station 14 + 50 a strip 60 feet wide Rt side, from

Station 14 + 50 to Station 15 + 50 a strip 60-50 feet wide Rt. 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

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.

Measured from center line of proposed highway as shown on plans for Project No. L3-80

Additional Right of Way as follows:

County to receive perpetual maintenence permission on a strip of land 25ft. each side and beyond outlet of culvert at station 14 + 27 on 30° skew Rt. County to assume fence removal and replacement obligation during maintenence work.

See reverse side.

Add $1.00/rod for complete removal of fence. County Inspector to measure fence for final payment.

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 ____ day of ____, 19____.

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

Approximately 0.67 acres at $ 282.59 per acre	- - -	$ 189.33
Approximately 45 rods of new fence at $ 11.85 per rod	-	$ 533.25
Moving approximately ____ rods of old fence at $ ____ per rod		$ ____
General Damage Any and All	- - -	$ 154.17
TOTAL	- - -	$ ____

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. Any and all verbal agreements are merged in this written contract. Should the highway as finally located require none of the real estate described, this contract becomes null and void.

x Lena I. Howard

x Raymond E. Howard

Party of the First Part

THE MADISON COUNTY BOARD OF SUPERVISORS

By Lesley Carlson, Chairman

Party of the Second Part

Compared

STATE OF IOWA, MADISON COUNTY, ss. Inst. No. 1477 Filed for Record this 24 day of Jan. 19 79 at 11:31 A.M.

Book 112 Page 503 Recording Fee none Mary E. Welty, Recorder, By ____ Deputy

STATE OF IOWA, ____ COUNTY, ss:

On this 10 day of Jan., A. D. 1979, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Lena I. Howard and Raymond E. Howard

to me known to be the identical persons named in and who executed the within and foregoing instrument, **to which this is attached,** and acknowledged that they executed the same as their voluntary act and deed.

Robert W. Skinner

Notary Public in and for the State of Iowa

IOWA STATE BAR ASSOCIATION
Official Form No. 11 (Trade-Mark Registered, State of Iowa, 1967)
K-7260 This Printing: September 24, 1974

DEED REC. 112

(Section 558.39, Code of Iowa)

MEMORANDA

Exact and full name of owner, as same appears of record .....

If married, full name of spouse - - - - - - - - - .....

If mortgage or other liens, show names of holders and amounts - - - - - - - - - - - - - - .....

If an estate, give the names of all the heirs with the share of each. Show names of spouses of such as are married.....

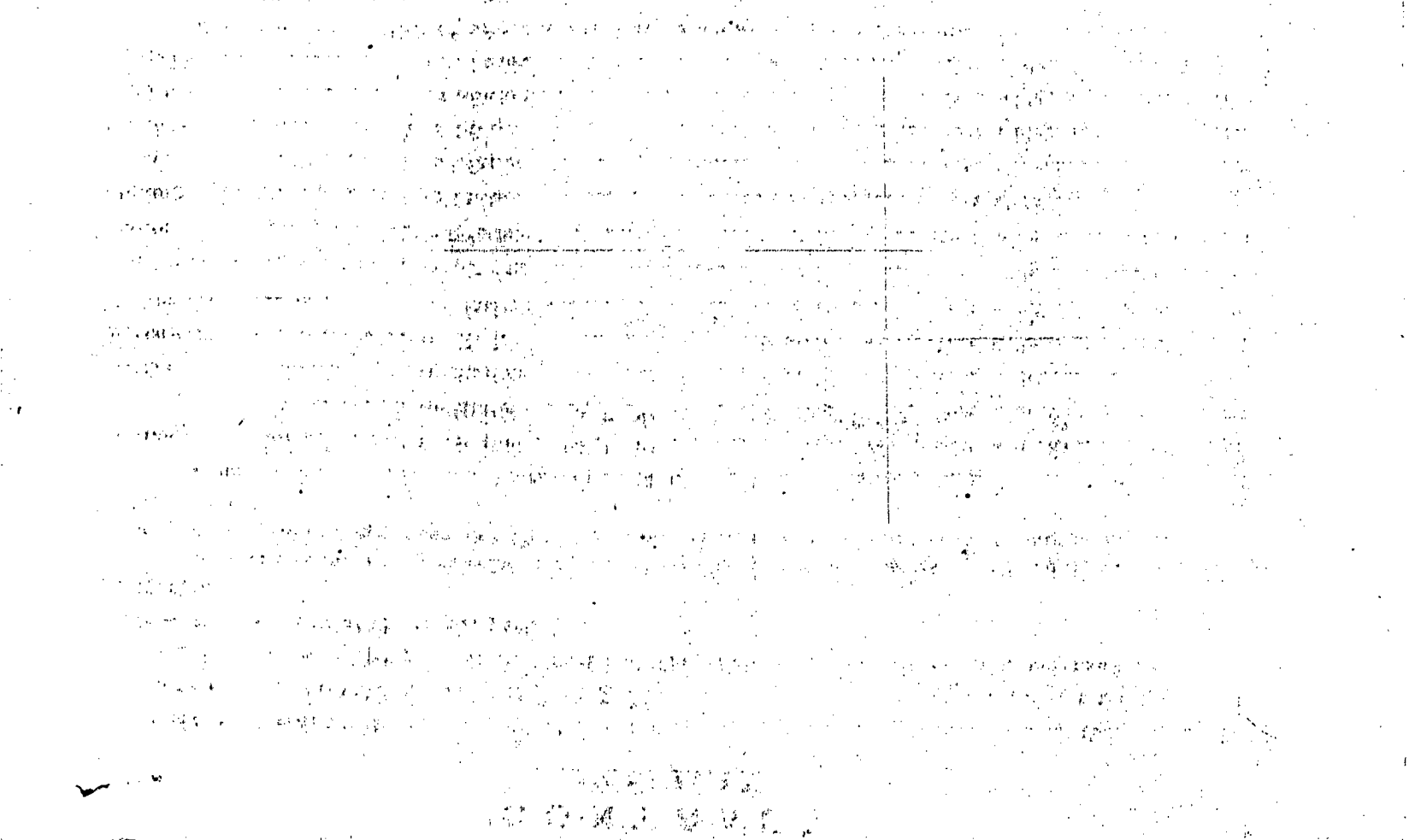
Name of administrator or executor - - - - - - - .....

If any of the owners or heirs are minors give their names and age - - - - - - - - - - - - - - .....

Name of guardian - - - - - - - - - - - - .....

Remarks:

County to shape backslope behind right of way line Rt. station 15 + 40 ± to station 15 + 90 ± from 60 ft. Rt. Centerline road on 3:1 slope. Move existing field entrance to Rt. station 8 + 15 and provide necessary culvert. County to remove trees and brush to a point 10 ft. behind new right of way line.



STATE OF IOWA :
: ss
COUNTY OF MADISON :

On this 23 day of January, 1979, before me, the undersigned, a Notary Public in and for said County, in said state, personally appeared Phillip G. Corkrean, Chairman of the Board of Supervisors of Madison County, Iowa, which executed the above and foregoing instrument, and by me duly sworn, for himself, did say that he is the Chairman of the Board of Supervisors of Madison County, Iowa, and that said instrument was by him signed on behalf of Madison County, Iowa, and he acknowledged the execution of said instrument to be the voluntary act and deed of said Madison County, Iowa, by it and by him voluntarily executed.

IN WITNESS WHEREOF, I have hereunto signed by name and affixed my Notarial Seal the day and year last above written.

Tim Wadkinglam
Notary Public in and for the State of Iowa