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LISA SMITH, COUNTY RECORDER
MADISON COUNTY IOWA

CHEK

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

TEMPORARY CONSTRUCTION EASEMENT AGREEMENT CONTRACT

THIS AGREEMENT made and entered into this 2 of May, 2017 A.D. by and between WALTER K. & NANCY E. HOWELL 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 give an temporary construction easement to the County for the construction of a Public Highway, the real estate situated in the County of Madison, State of Iowa, to wit:

In Section	<u>19</u>	Township	<u>77N</u>	Range	<u>28W</u>	Beginning	
at:							
Station	<u>106+38.60</u>	to Station	<u>108+97.92</u>	a strip	<u>203.36 - 200.00</u>	feet wide	<u>Left</u> 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

Measured from centerline of proposed highway as shown on plans for Project No. BROS-C061(105)--8J-61.

Party of the first part consents to any changes of grade of the public Highway and accepts payment under this agreement for any and all damages arising therefrom. Party of the first part acknowledges full settlement and payment from the County for all claims per the terms of this agreement and discharges the County from liability because of this agreement and the construction of this public improvement project.

Party of the first part agrees that the County may take immediate possession of the above-described real estate on or before the _____ day of _____, 20_____.

The County agrees to purchase the right of temporary easement for the above-described real estate. Settlement and payment is as follows:

Approximately	<u>0.79</u>	acres at \$	<u>1,909.75</u>	per acre	\$	<u>1,508.70</u>
Approximately	<u>36.09</u>	rods of new fence at \$	<u>78.72</u>	per rod	\$	<u>2,841.00</u>
Other:	<u>5 Additional Corner and Braces @ \$300.00 each, for water gap</u>				\$	<u>1,500.00</u>
General Damage	<u>To land and Any and All</u>				\$	<u>500.00</u>
TOTAL.....						\$ <u>6,349.70</u>

It is agreed that the right of temporary easement granted by this agreement shall terminate upon the completion of this highway project.

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, 2018.

TEMPORARY CONSTRUCTION EASEMENT AGREEMENT CONTRACT

IN WITNESS WHEREOF, Party of the First Part, does hereby set his/her/their hands to this instrument on this 2 day of May, 2017, at Earlham, Iowa.

Walter K. Howell
Name: WALTER K. HOWELL

AND

Nancy E. Howell
Name: NANCY E. HOWELL

Party of the First Part

STATE OF IOWA)
) ss
COUNTY OF MADISON)

On this 2 day of MAY, 2017, before me, the undersigned a Notary Public in and for said County and State personally appeared WALTER K. & NANCY E. HOWELL, 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.

Brian Fairholm
Notary Public in and for said County and State of Iowa



TEMPORARY CONSTRUCTION EASEMENT AGREEMENT CONTRACT

IN WITNESS WHEREOF, the Party of the Second Part, does hereby set their hand to this instrument on this

20 day of JUNE, 2017, at Winterset, Iowa.

MADISON COUNTY
BOARD OF SUPERVISORS

BY: [Signature]
AARON PRICE, Chairman

BY: [Signature]
HEIDI BURHANS, Madison County Auditor

Party of the Second Part

STATE OF IOWA)
) ss
COUNTY OF MADISON)

On this 20 day of JUNE, 2017, before me, MICHAEL JAMES HACKETT, a Notary Public in and for the State of Iowa, personally appeared AARON PRICE 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 20 day of JUNE, 2017, and AARON PRICE 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 said County and State of Iowa

