



Document 2018 2345

Book 2018 Page 2345 Type 06 049 Pages 3

Date 7/23/2018 Time 10:17:15AM

Rec Amt \$.00

INDX
ANNO
SCAN

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

CONTRACT

THIS AGREEMENT made and entered into this 25 of June, 20 18 A.D. by and between JIMMIE LEE EASLEY a/k/a JIMMIE L. EASLEY and DEBRA EASLEY, his wife 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	<u>4</u>	Township	<u>77N</u>	Range	<u>29W</u>	Beginning	
at:							
Station	<u>92+00.74</u>	to Station	<u>93+50.00</u>	a strip	<u>33.00 - 55.00</u>	feet wide	<u>Right</u> side, from
Station	<u>93+50.00</u>	to Station	<u>94+50.00</u>	a strip	<u>55.00 - 85.00</u>	feet wide	<u>Right</u> side, from
Station	<u>94+50.00</u>	to Station	<u>96+00.00</u>	a strip	<u>85.00</u>	feet wide	<u>Right</u> side, from
Station	<u>96+00.00</u>	to Station	<u>97+00.00</u>	a strip	<u>85.00 - 70.00</u>	feet wide	<u>Right</u> side, from
Station	<u>97+00.00</u>	to Station	<u>99+00.00</u>	a strip	<u>70.00</u>	feet wide	<u>Right</u> side, from
Station	<u>99+00.00</u>	to Station	<u>100+25.00</u>	a strip	<u>70.00 - 60.00</u>	feet wide	<u>Right</u> side, from
Station	<u>100+25.00</u>	to Station	<u>101+00.00</u>	a strip	<u>60.00 - 55.00</u>	feet wide	<u>Right</u> side, from
Station	<u>101+00.00</u>	to Station	<u>103+00.00</u>	a strip	<u>55.00</u>	feet wide	<u>Right</u> side, from
Station	<u>103+00.00</u>	to Station	<u>104+00.00</u>	a strip	<u>55.00 - 33.00</u>	feet wide	<u>Right</u> 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-C061(104)--8J-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 25 day of June, 20 18.

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>0.83</u>	acres at \$	<u>7,774.26</u>	per acre	\$	<u>6,452.64</u>
Approximately	<u>70.50</u>	rods of new fence at \$	<u>80.70</u>	per rod	\$	<u>5,689.35</u>
Other:	<u>Extra angle braces for change in fence direction 8 @ \$325.00</u>				\$	<u>2,600.00</u>
Other:	<u>Extra single braces for line fence and or gate tie-in 7 @ \$210.00</u>				\$	<u>1,470.00</u>
Other:	<u>2 Gates, Farm</u>				\$	<u>350.00</u>
General Damage	<u>Any and All</u>				\$	<u>500.00</u>
TOTAL.....						\$ <u>17,061.99</u>

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, 2022.

CONTRACT

IN WITNESS WHEREOF, Party of the First Part, does hereby set his/her/their hands to this instrument on this 25 day of June, 2018, at Winterset, Iowa.

Jimmie L. Easley

Name: JIMMIE LEE EASLEY a/k/a JIMMIE L. EASLEY

AND

Debra H. Easley

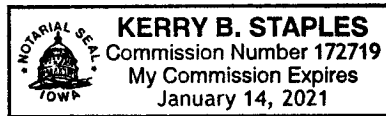
Name: DEBRA EASLEY

Party of the First Part

STATE OF IOWA)
) ss
COUNTY OF MADISON)

On this 25TH day of June, 2018, before me, the undersigned a Notary Public in and for said County and State personally appeared JIMMIE LEE EASLEY a/k/a JIMMIE L. EASLEY and DEBRA EASLEY, his wife, 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.

Kerry B. Staples
Notary Public in and for said County and State of Iowa




CONTRACT

IN WITNESS WHEREOF, the Party of the Second Part, does hereby set their hand to this instrument on this 3rd day of July, 20 18, at Winterset, Iowa.

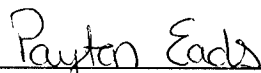
MADISON COUNTY
BOARD OF SUPERVISORS

BY: 
PHILLIP CLIFTON, Chairman

BY: 
HEIDI L. BURHANS, Madison County Auditor
Party of the Second Part

STATE OF IOWA)
) ss
COUNTY OF MADISON)

On this 3rd day of July, 20 18, before me, Payton Eads, a Notary Public in and for the State of Iowa, personally appeared PHILLIP CLIFTON and HEIDI L. 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 3rd day of July, 20 18, and PHILLIP CLIFTON and HEIDI L. 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.


Notary Public in and for said County and State of Iowa

