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LISA SMITH, COUNTY RECORDER  
MADISON COUNTY IOWA

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 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 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 4 Township 77N Range 29W Beginning  
at:  
Station 97+00.00 to Station 99+00.00 a strip 220.00 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  
Station \_\_\_\_\_ to Station \_\_\_\_\_ a strip \_\_\_\_\_ feet wide \_\_\_\_\_ side, from

Measured from centerline of proposed highway as shown on plans for Project No. BROS-C061(104)--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 25TH day of June, 20 18.

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

|   |                           |
|---|---------------------------|
| Approximately <u>0.69</u> acres at \$ <u>3887.13</u> per acre               | \$ <u>2,682.12</u>        |
| Approximately <u>32.00</u> rods of new fence at \$ <u>68.14</u> per rod     | \$ <u>2,180.48</u>        |
| Other: <u>Extra angle braces for change in fence direction 2 @ \$325.00</u> | \$ <u>650.00</u>          |
| General Damage <u>Any and All</u>   | \$ <u>500.00</u>          |
| <b>TOTAL.....</b>   | <b>\$ <u>6,012.60</u></b> |

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, 2022.



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**TEMPORARY CONSTRUCTION EASEMENT AGREEMENT CONTRACT**

IN WITNESS WHEREOF, the Party of the Second Part, does hereby set their hand to this instrument on this 3rd day of July, 2018, at Winterset, Iowa.

MADISON COUNTY  
BOARD OF SUPERVISORS

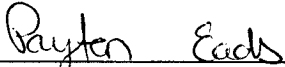
BY:   
PHILLIP CLIFTON, CHAIRMAN

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, 2018, 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, 2018, 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

