



Document 2021 2944

Book 2021 Page 2944 Type 03 010 Pages 3

Date 7/15/2021 Time 3:10:37PM

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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

CONTRACT

THIS AGREEMENT made and entered into this 24 of MARCH, 20 21 A.D.
by and between JOANNE M. CALLISON 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 12 Township 74N Range 28W Beginning
at:
Station 97+89.22 to Station 99+00.00 a strip 82.28 - 100.00 feet wide Right side, from
Station 99+00.00 to Station 101+00.00 a strip 100.00 feet wide Right side, from
Station 101+00.00 to Station 103+00.00 a strip 100.00 - 50.00 feet wide Right side, from

Measured from centerline of proposed highway as shown on plans and Right of Way Acquisition Plat for
Project No. BRS-CHBP-C061(125)--GB-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
24 day of MARCH, 20 21.

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>0.46</u> acres at \$ <u>6,986.14</u> per acre	\$ <u>3,213.62</u>
Approximately <u>29.36</u> rods of new fence at \$ <u>83.97</u> per rod	\$ <u>2,465.36</u>
Other: <u>4 Extra angle braces for fence at \$ 623.96</u>	\$ <u>2,495.84</u>
Other: <u>2 Extra single braces for fence at \$ 311.98</u>	\$ <u>623.96</u>
General Damage <u>Any and All</u>	\$ <u>500.00</u>

TOTAL.....\$ \$9,298.78

The County agrees to install a driveway located left of station 97+64 as part of this project. The details of
the work to be performed are shown on the proposed highway plans. The Party of the first part agrees to let the
County or agents to enter upon his/her land for the purpose of shaping the driveway to match to the existing grounds.

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, 2024.

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

CONTRACT

IN WITNESS WHEREOF, Party of the First Part, does hereby set his/her/their hands to this instrument on this 24 day of MARCH, 2021, at WINTERSSET, Iowa.

Joanne M. Callison
Name: JOANNE M. CALLISON

STATE OF IOWA)
) ss
COUNTY OF MADISON)

On this 24 day of MARCH, 2021, before me, the undersigned a Notary Public in and for said County and State personally appeared JOANNE M. CALLISON, 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



CONTRACT

IN WITNESS WHEREOF, the Party of the Second Part, does hereby set their hand to this instrument on this 19th day of April, 2021, at Winterset, Iowa.

MADISON COUNTY
BOARD OF SUPERVISORS

BY: [Signature]
PHILLIP CLIFTON, Chairman

BY: [Signature]
SHELLEY D. KASTER, Madison County Auditor

Party of the Second Part

STATE OF IOWA)
) ss
COUNTY OF MADISON)

On this 19th day of April, 2021, before me, the undersigned a Notary Public in and for said County and State personally appeared PHILLIP CLIFTON and SHELLEY D. KASTER, 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 19th day of April, 2021, and PHILLIP CLIFTON and SHELLEY D. KASTER, 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