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Date 3/21/2025 Time 2:29:41PM

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BRANDY MACUMBER, COUNTY RECORDER
MADISON COUNTY IOWA

CHEK

Prepared By: Mike Hackett, P.E. & P.L.S., Madison County Engineer, 1105 E. Court Ave., Winterset, Iowa 50273, Phone: (515) 462-1136

CONTRACT

THIS AGREEMENT made and entered into this _____ of _____, 20____ A.D.
by and between KIRK DATWYLER AND JOANN F. DATWYLER 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 2 Township 74N Range 27W Beginning
at:
Station 96+50.00 to Station 97+00.00 a strip 32.98 – 45.00 feet wide Left side, from
Station 97+00.00 to Station 98+00.00 a strip 45.00 feet wide Left side, from
Station 98+00.00 to Station 98+50.00 a strip 45.00 – 60.00 feet wide Left side, from
Station 98+50.00 to Station 99+48.29 a strip 60.00 – 135.00 feet wide Left side, from

Measured from centerline of proposed highway as shown on plans and Right of Way Acquisition Plat for
Project No. BROS-C061(132)--5F-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
_____ day of _____, 20_____.

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>0.21</u> acres at \$ <u>12,570.47</u> per acre	\$ <u>2,639.80</u>
Approximately <u>26.01</u> rods of new fence at \$ <u>93.64</u> per rod	\$ <u>2,435.58</u>
Other: <u>4 extra angle braces @ \$519.99 each</u>	\$ <u>2,079.96</u>
Other: <u>2 Gates @ \$325.00 each</u>	\$ <u>650.00</u>
General Damage <u>Any and All</u>	\$ <u>1,000.00</u>
TOTAL	\$ <u>8,805.34</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, 2026.

CONTRACT

IN WITNESS WHEREOF, Party of the First Part, does hereby set his/her/their hands to this instrument on this 24th day of January, 2025, at Indianola, Iowa.

Kirk Datwyler
Name: KIRK DATWYLER

AND

Joann F. Datwyler
Name: JOANN F. DATWYLER

Party of the First Part

STATE OF IOWA)
) ss
COUNTY OF MADISON)

On this 24TH day of JANUARY, 2025, before me, the undersigned a Notary Public in and for said County and State personally appeared KIRK DATWYLER AND JOANN F. DATWYLER, 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 25 day of Feb., 2025, at Winterset, Iowa.

MADISON COUNTY BOARD OF SUPERVISORS

BY: [Signature]

Heather Stancil Heather Stancil, Madison County Board Chair

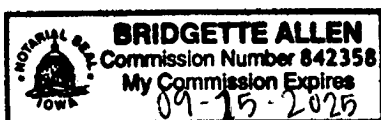
BY: Teri Kaczinski

[Signature] Teri Kaczinski, Madison County Auditor

Party of the Second Part

STATE OF IOWA)) ss COUNTY OF MADISON)

On this 25 day of February, 2025, before me, the undersigned a Notary Public in and for said County and State personally appeared Heather Stancil and Teri Kaczinski, to me personally known, and who, being by me duly sworn, did say that they are the Board Chair 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 25 day of February, 2025, and Heather Stancil and Teri Kaczinski, 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