

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

EASEMENT FOR PUBLIC HIGHWAY

KNOW ALL MEN BY THESE PRESENTS

THAT CHERIE MORSE AND LEON J. MORSE A/K/A LEON JAMES MORSE

of MADISON County, State of IOWA in consideration of the sum of

Two Hundred Eight and 80/100----- DOLLARS-----(\$ 204.80)

in hand paid by MADISON COUNTY, IOWA, do hereby sell and convey unto the said MADISON COUNTY, for road purposes and for use as a Public Highway, the following described premises situated in the County of Madison, State of Iowa, to-wit:

PARCEL 1

That part of the Southwest Quarter of the Southeast Quarter of Section 27,

That part of the Southeast Quarter of the Southwest Quarter of Section 27,

Township 75 North, Range 29 West of the Fifth Principal Meridian, Madison County, Iowa, described as follows:

Beginning at the southeast corner of the Southwest Quarter of said Section 27;
thence on an assumed bearing of North 00 degrees 03 minutes 13 seconds East
33.71 feet to the present right of way line of a Madison County Highway;
thence North 00 degrees 03 minutes 13 seconds East 30.20 feet;
thence South 84 degrees 23 minutes 57 seconds West 82.37 feet;
thence South 73 degrees 24 minutes 37 seconds West 52.20 feet;
thence South 87 degrees 57 minutes 22 seconds West 186.28 feet to the present
right of way line of a Madison County Highway;
thence South 00 degrees 16 minutes 46 seconds West 32.77 feet to the southerly
line of the Southeast Quarter of the Southwest Quarter of said Section 27;
thence South 89 degrees 43 minutes 14 seconds East along said southerly line
318.27 feet to the southeast corner of the Southwest Quarter of said Section 27
and the point of beginning.

Said tract contains 0.32 acres including the present highway and is subject to encumbrances of record.

and we hereby covenant with the said MADISON COUNTY that we are lawfully seized of said premises; that they are free from encumbrance(s) _____, that we have good and lawful authority to sell and convey the same, and we do hereby covenant to warrant and defend the said premises against the lawful claims of all persons whomsoever and the said _____, hereby relinquishes her right of dower in and to the premises hereinbefore conveyed.

Signed this 2nd day of November, A. D. 2011.

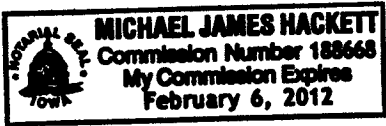

Name: CHERIE MORSE

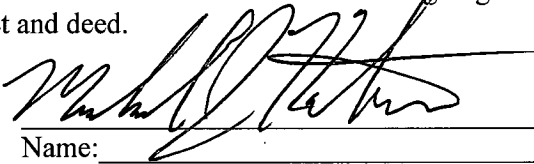
AND


Name: LEON J. MORSE A/K/A LEON JAMES MORSE

STATE OF IOWA, MADISON COUNTY, ss.

On this 2 day of NOVEMBER, 2011, before me, the undersigned a Notary Public in and for said County and State personally appeared CHERIE MORSE AND LEON J. MORSE A/K/A LEON JAMES MORSE, 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.





Name: _____
Notary Public in and for said County

CONTRACT

THIS AGREEMENT made and entered into this 2 of November, 20 11 A.D.
by and between CHERIE MORSE AND LEON J. MORSE A/K/A LEON JAMES MORSE 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>27</u>	Township	<u>75N</u>	Range	<u>29W</u>	Beginning
at:						
Station	<u>96+13.86</u>	to Station	<u>98+00.00</u>	a strip	<u>33.00 - 40.00</u>	feet wide <u>Left</u> side, from
Station	<u>98+00.00</u>	to Station	<u>98+50.00</u>	a strip	<u>40.00 - 55.00</u>	feet wide <u>Left</u> side, from
Station	<u>98+50.00</u>	to Station	<u>99+31.96</u>	a strip	<u>55.00 - 63.20</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

Measured from centerline of proposed highway as shown on plans and Right of Way Acquisition Plat for
Project No. BROS-CO61(87)--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
2nd day of November, 20 11.

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>0.08</u>	acres at \$	<u>2,560.00</u>	per acre	\$	<u>204.80</u>
Approximately	<u>19.47</u>	rods of new fence at \$	<u>60.00</u>	per rod	\$	<u>1,168.20</u>
Other:	<u>8 Additional Corner and Braces @ \$210.00 each</u>				\$	<u>1,680.00</u>
General Damage	<u>To land and Any and All</u>				\$	<u>200.00</u>

TOTAL.....\$ 3,253.00

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, 2014.

IN WITNESS WHEREOF, Party of the First Part, does hereby set his/her/their hands to this instrument on
this 2nd day of November, 20 11, at Winterset, Iowa.

Cherie Morse
Name: CHERIE MORSE

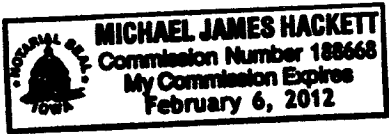
AND

Leon Morse
Name: LEON J. MORSE A/K/A LEON JAMES MORSE

Party of the First Part

STATE OF IOWA)
) ss
COUNTY OF MADISON)

On this 2 day of NOVEMBER, 20 11, before me, the undersigned a Notary Public in and for said County and State personally appeared CHERIE MORSE AND LEON J. MORSE A/K/A LEON JAMES MORSE, 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.



Michael James Hackett
Notary Public in and for the State of Iowa

IN WITNESS WHEREOF, the Party of the Second Part, does hereby set their hand to this instrument on this 22 day of NOVEMBER, 20 11, at Winterset, Iowa.

MADISON COUNTY
BOARD OF SUPERVISORS

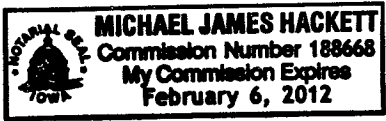
BY: *Bob Weeks*
BOB WEEKS, Chairman

BY: *Joan Welch*
JOAN WELCH, Madison County Auditor
Party of the Second Part

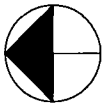
STATE OF IOWA)
) ss
COUNTY OF MADISON)

On this 22 day of NOVEMBER, 20 11, before me, MICHAEL JAMES HACKETT, a Notary Public in and for the State of Iowa, personally appeared BOB WEEKS and JOAN WELCH, 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 22 day of NOVEMBER, 20 11, and BOB WEEKS and JOAN WELCH, 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.

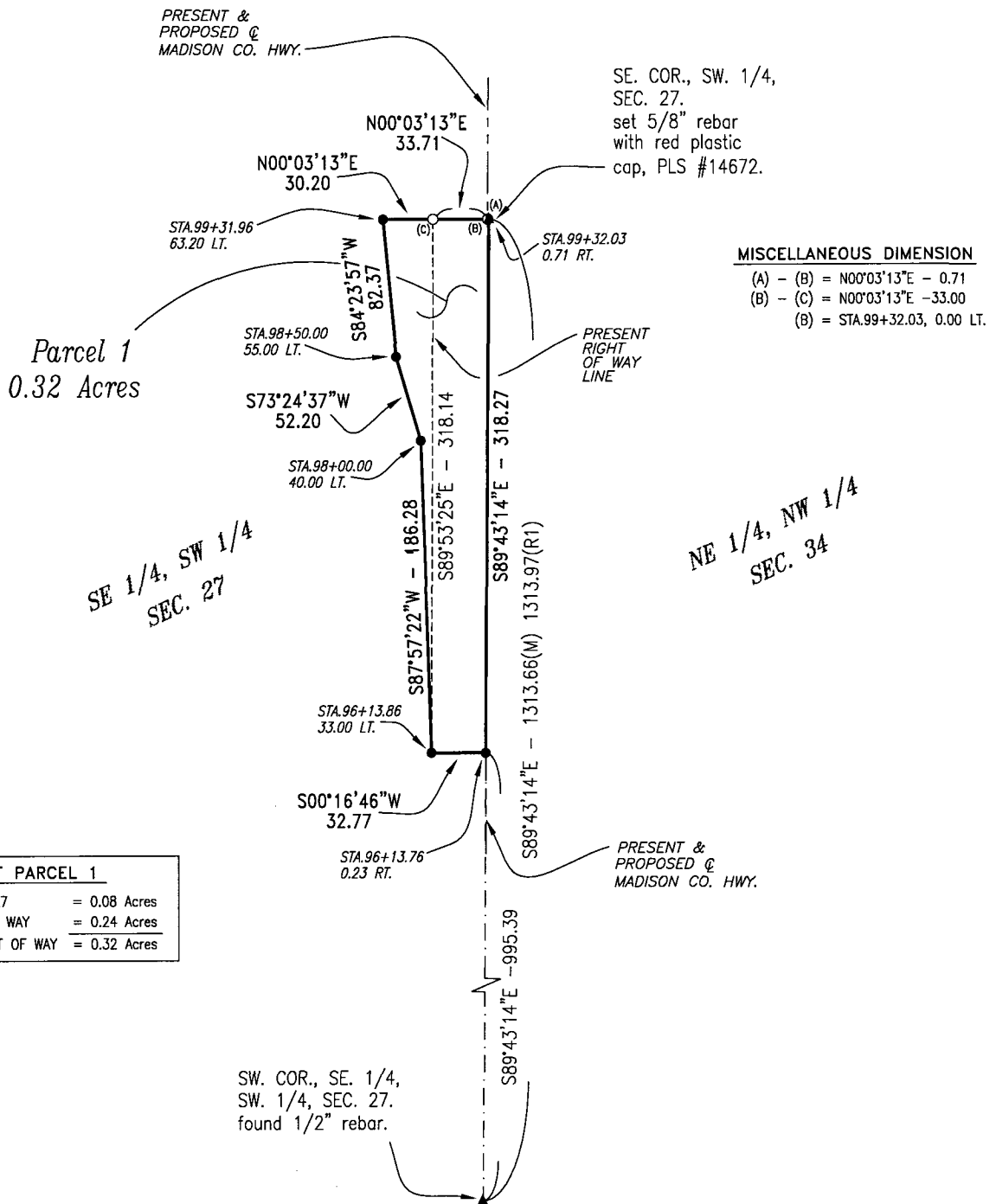
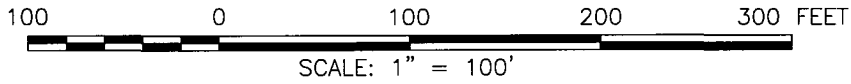
Michael James Hackett
Notary Public in and for the State of Iowa



RIGHT OF WAY ACQUISITION PLAT
SE 1/4 of the SW 1/4, SEC 27, T-75N, R-29W,
MADISON COUNTY, IOWA
PARCEL 1



NORTH



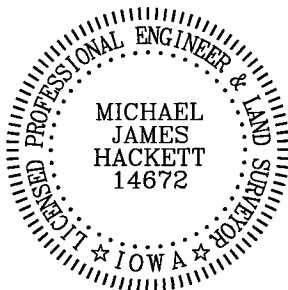
AREA OF PARCEL 1

SE. 1/4, SW. 1/4, SEC. 27 = 0.08 Acres
PLUS PRESENT RIGHT OF WAY = 0.24 Acres
TOTAL ACREAGE OF RIGHT OF WAY = 0.32 Acres

MEASURED (M), IF DIFFERENT THAN RECORDED
RECORDED (R1), BOOK 2, PAGE 38

MONUMENTS

- ▲ - section corner; set or found (pipe, stone, etc.).
- - monument to be set at the completion of HWY. construction with 5/8" rebar with red plastic cap, PLS #14672, or PK nail where capped rebar is not practical.
- - no monument found or set.
- - found lot cor. (pipe, stone, etc.)



I hereby certify that this land surveying document was prepared and the related survey work was performed by me or under my direct personal supervision and that I am a duly Licensed Land Surveyor under the laws of the State of Iowa.

Signed [Signature] Date 2-7-2012
Michael James Hackett Iowa Lic. No. 14672
My license renewal date is 12/31/2012.
Pages covered by this seal: 1 and 2.

RIGHT OF WAY ACQUISITION PLAT
SE 1/4 of the SW 1/4, SEC 27, T-75N, R-29W,
MADISON COUNTY, IOWA
PARCEL 1

DESCRIPTION PARCEL 1

That part of the Southeast Quarter of the Southwest Quarter of Section 27, Township 75 North, Range 29 West of the Fifth Principal Meridian, Madison County, Iowa, described as follows:

Beginning at the southeast corner of the Southwest Quarter of said Section 27; thence on an assumed bearing of North 00 degrees 03 minutes 13 seconds East 33.71 feet to the present right of way line of a Madison County Highway; thence North 00 degrees 03 minutes 13 seconds East 30.20 feet; thence South 84 degrees 23 minutes 57 seconds West 82.37 feet; thence South 73 degrees 24 minutes 37 seconds West 52.20 feet; thence South 87 degrees 57 minutes 22 seconds West 186.28 feet to the present right of way line of a Madison County Highway; thence South 00 degrees 16 minutes 46 seconds West 32.77 feet to the southerly line of the Southeast Quarter of the Southwest Quarter of said Section 27; thence South 89 degrees 43 minutes 14 seconds East along said southerly line 318.27 feet to the southeast corner of the Southwest Quarter of said Section 27 and the point of beginning.

Said tract contains 0.32 acres including the present highway and is subject to encumbrances of record.