



Document 2015 3540

LISA SMITH, COUNTY RECORDER  
MADISON COUNTY IOWABook 2015 Page 3540 Type 06 001 Pages 2  
Date 11/25/2015 Time 1:51:42PM  
Rec Amt \$.00INDX ✓  
ANNO  
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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 13 of Nov., 2015 A.D.  
by and between JIM D. & KAREN L. DECKER 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 25 Township 74N Range 28W Beginning  
at:  
Station 7+42.87 to Station 7+76.91 a strip 365.51 - 365.60 feet wide Right side, from  
Station 7+76.91 to Station 7+79.08 a strip 365.60 - 357.43 feet wide Right side, from  
Station 7+79.08 to Station 8+41.77 a strip 357.43 - 124.96 feet wide Right side, from  
Station 8+41.77 to Station 8+65.96 a strip 124.96 - 3.16LT feet wide Right side, from

Measured from centerline of proposed highway as shown on plans and Right of Way Acquisition Plat for  
Project No. BROS-C061(99)--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  
13 day of Nov., 2015.

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>0.34</u> acres at \$ <u>5,192.00</u> per acre | \$ <u>1,765.28</u> |
| Approximately _____ rods of new fence at \$ _____ per rod      | \$ _____           |
| Other: _____                                                   | \$ _____           |
| General Damage <u>To land and Any and All</u>                  | \$ <u>1,000.00</u> |

TOTAL.....\$ 2,765.28

The County agrees to remove and install field entrance and or driveways as shown on the project plans. The field  
entrance and or driveways located at: Station 8+96.00, Left, Station 11+35.00, Right, and Station 15+02.00 Right.

The County agrees to remove fence and trees in the fence line at the inlet of the roadway pipe culvert at  
Station 8+70.27 as shown on the project plans. The County shall shape the back slope of the ditch at the inlet of the  
roadway pipe culvert at Station 8+70.27 as shown on the as shown on the project plans.

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, 2016.

IN WITNESS WHEREOF, Party of the First Part, does hereby set his/her/their hands to this instrument on  
this 13 day of Nov., 2015, at Madison Co., Iowa.

  
Name: JIM D. DECKER

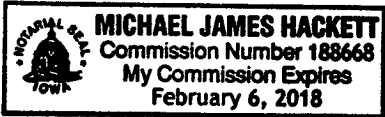
AND

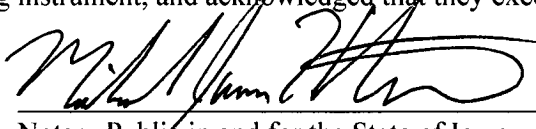
  
Name: KAREN L. DECKER

Party of the First Part

STATE OF IOWA                    )  
                                              ) ss  
COUNTY OF MADISON        )

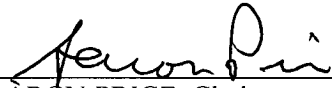
On this 13 day of Nov., 20 15, before me, the undersigned a Notary Public in and for said County and State personally appeared JIM D. & KAREN L. DECKER, to me known to be the identical person(s) named in and who executed the foregoing instrument, and acknowledged that they executed the same as their voluntary act and deed.

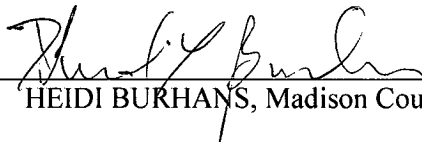


  
\_\_\_\_\_  
Notary Public in and for the State of Iowa

IN WITNESS WHEREOF, the Party of the Second Part, does hereby set their hand to this instrument on this 17<sup>th</sup> day of November, 20 15, at Winterset, Iowa.

MADISON COUNTY  
BOARD OF SUPERVISORS

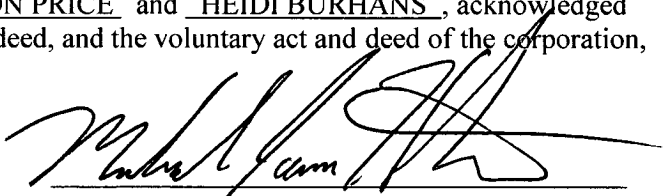
BY:   
\_\_\_\_\_  
AARON PRICE, Chairman

BY:   
\_\_\_\_\_  
HEIDI BURHANS, Madison County Auditor  
  
Party of the Second Part

STATE OF IOWA                    )  
                                              ) ss  
COUNTY OF MADISON)

On this 17 day of NOVEMBER, 20 15, before me, MICHAEL JAMES HACKETT, a Notary Public in and for the State of Iowa, personally appeared AARON PRICE and HEIDI 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 17 day of NOVEMBER, 20 15, and AARON PRICE and HEIDI 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 the State of Iowa