Prepared by: Darren R. Moon, Story County Engineer's Office, 837 N Ave., Nevada, IA 50201 515-382-7355

CONTRACT FOR HIGHWAY RIGHT OF WAY

PARCEL No: 03-06-100-310
PROJECT No: L-WAR6--73-85
ROAD No: (620th Ave.)

THIS AGREEMENT made and entered into this 13th day of July, A.D. 20 20 by and between

RENEE M. SNOW REVOCABLE TRUST

Seller, and the Story County Secondary Roads Department, acting for the County of Story, Buyer.

1.a SELLER AGREES to sell and Buyer agrees to buy the following real estate, hereinafter referred to as the premises, situated in parts of the following (1/4 1/4 Sec./Twp./Rge.):

The East 17.00 feet of the West 50.00 feet of the North 100.00 feet of the South 1,012.50 feet of the SW¼, NW¼ in Section 6, Township 85 North, Range 22 West of the 5th P.M., Story County, Iowa. Easement contains 0.12 acres of which 0.08 acres is existing R.O.W.

County of Story, State of Iowa, and more particularly described on Page 3 and which include the following buildings, improvements and other property:

See attached graphical representation

1.b SELLER ALSO GRANTS to Buyer a temporary easement as shown on the Temporary Easement Plot attached as Page - , and as shown on the project plans for said highway improvement. Said temporary easement shall terminate upon completion of this highway project.

1.c The premises also include all estates, rights, title and interests, including all easements, and all advertising devices and the rights to erect such devices as are located thereon. SELLER CONSENTS to any change of grade of the highway and accepts payment under this contract for any and all damages arising therefrom. SELLER ACKNOWLEDGES full settlement and payment from the Buyer for all claims per the terms of this contract and discharges the Buyer from liability because of this contract and the construction of this public improvement project.

2. Possession of the premises is the essence of this contract and Buyer may enter and assume full use and enjoyment of the premises per the terms of this contract. Buyer may take immediate possession of premises upon the execution of the contract by both Seller and Buyer.

3. Buyer agrees to pay and SELLER AGREES to grant the right of possession, convey title, and to surrender physical possession of the premises as shown:

	Payment Amount	Agreed Performance
$	205.28	on right of possession
$		on conveyance of title
$		on surrender of possession
$		on possession and conveyance
$	205.28	**TOTAL LUMP SUM**

BREAKDOWN: ac.=acres sq.ft.=square feet

Land by Fee Title		ac./sq.ft.	$	
Underlying Fee Title		ac./sq.ft.	$	
Permanent Easement	0.04	ac./sq.ft.	$	180.28
Temporary Easement		ac./sq.ft.	$	
Damages for:				

Buildings & Improvements	$
Fence ____ rods woven	$
Fence _____ rods barb	$
	$

Future Abstract Entry in the amount of $25.00

4. The Seller is responsible for any and all matters relating to any tenant on the land and hereby releases the Buyer from all tenant liabilities.

SELLER'S SIGNATURE AND CLAIMANT'S CERTIFICATION: Upon due approval and execution by the Buyer, we the undersigned claimants certify the total lump sum payment shown herein is just and unpaid.

X Renee Snow

5. Each page and each attachment is by this reference made part hereof and the entire agreement consists of 3 pages.

6. In the event that said premises is burdened by the lien of a mortgage, judgement or other encumbrance, Sellers agree to fully cooperate with Buyer in securing a release of such lien from said premises, and if necessary and proper, Sellers agree that any part of the sum owing to them under this contract may be paid to the holder of such lien for such release.

7. Buyer agrees that any drain tile that is located within the premises and is damaged by highway construction shall be repaired at no expense to Seller. Where Buyer specifically agrees to construct and maintain fence, the fence shall be constructed and maintained for vehicle access control purposes only at no expense to the Seller. Buyer shall have the right of entry upon Sellers remaining property along the right of way line, if necessary, for the purpose of connecting said drain tile and constructing and maintaining said fence. Seller may pasture against said fence at his own risk. Buyer will not be liable for fencing private property of maintaining the same to restrain livestock.

8. If the Seller holds title to the premises in joint tenancy with full rights of survivorship and not as tenants in common at the time of this contract, Buyer will pay any remaining proceeds to the survivor of that joint tenancy and will accept title solely from that survivor, provided the joint tenancy has not been destroyed by operation of law or acts of the Seller.

9. These premises are being acquired for public purposes and this transfer is exempt from the requirements for the filing of a Declaration of Value by the Code of Iowa.

10. Seller states and warrants that , to the best of Seller's knowledge, there are no burial site, well, solid waste disposal site, hazardous substance, nor underground storage tank on the premises described and sought herein except,

11. This Written contract constitutes the entire agreement between Buyer and Seller and there is no agreement to do or not to do any act or deed except as specifically provided for herein.

Additional Right of Way Agreements:

SELLER'S ACKNOWLEDGMENT

STATE OF Wisconsin: ss On this 13th day of July, 2020, before me, the undersigned, personally appeared Renee Snow

Known to me to be the identical persons named in and who executed the foregoing instrument and acknowledged that they executed the same as their voluntary act and deed.

NANCY JACOBSON NOTARY PUBLIC STATE OF WISCONSIN

Nancy Jacobson
Notary Public in and for the State of Wisconsin
9/26/2020

BUYER'S APPROVAL

7-16-20

Recommended by: Darren Moon P.E., Story County Engineer (Date)

Approved by: Chairperson, Story County Board of Supervisors (Date)

Prepared By and Return To: Story County Engineer's Office, 837 N Ave., Nevada, Iowa 50201, 515-382-7355

"Exhibit A"

STORY COUNTY SECONDARY ROADS EASEMENT ACQUISITION

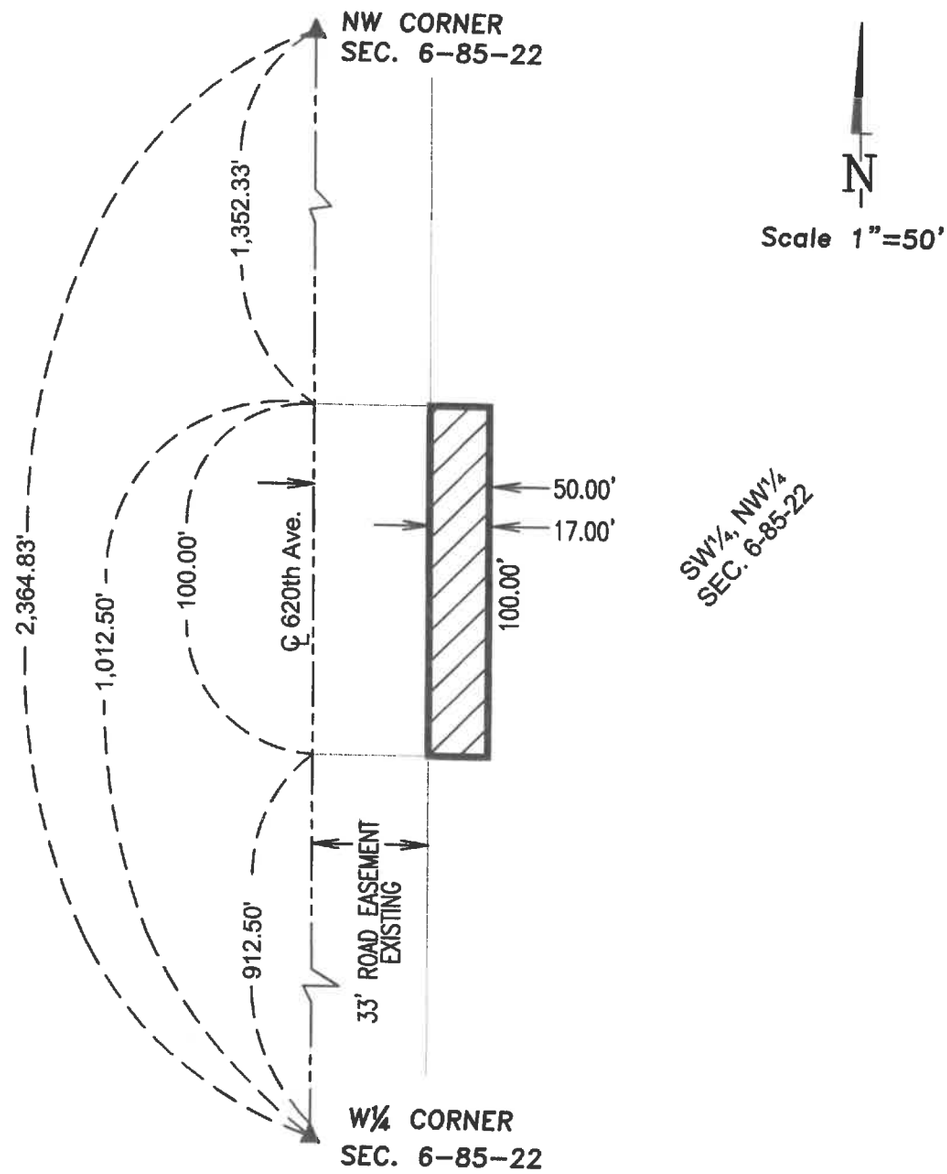
PROJECT NO. *L-WAR6--73-85* PARCEL NO. *03-06-100-310*

SECTION *6*, TOWNSHIP *85N*, RANGE *22W*, OF THE 5TH P.M., STORY COUNTY, IOWA.

ACQUIRED FROM *RENEE M. SNOW REVOCABLE TRUST*

EXISTING R.O.W. *0.08 ACRES* NEW R.O.W. *0.04 ACRES* TOTAL R.O.W. *0.12 ACRES*

The East 17.00 feet of the West 50.00 feet of the North 100.00 feet of the South 1,012.50 feet of the SW¼, NW¼ in Section 6, Township 85 North, Range 22 West of the 5th P.M., Story County, Iowa. Easement contains 0.12 acres of which 0.08 acres is existing R.O.W.



DATE DRAWN *6/22/2020*

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