

CONTRACT

THIS AGREEMENT made and entered into on this 21st day of July, 2020, BY AND BETWEEN:

Habitat Restoration Services, LLC

Party of the first part, and WOODBURY COUNTY by its BOARD OF SUPERVISORS, party of the second part.

WITNESSETH:

In consideration of the herein stipulated sum of one dollar and other valuable consideration, receipt of which is hereby acknowledged, the party of the first part hereby agrees to furnish to the second party a permanent right of way easement, for use as a public highway, to the real estate situated in the County of Woodbury, State of Iowa, to-wit:

1) That portion of Parcel A of Outlot 4, Part of the SE 1/4 of SW 1/4 of section 17, Township 89 north, Range 46 west of the Fifth PM lying south of the right of 130th Street, but north of dedicated right of way acquired June 1978. The property contains 0.10 acres of net acquired right of way and shown on the attached plat.

ADDITIONS AS NOTED:

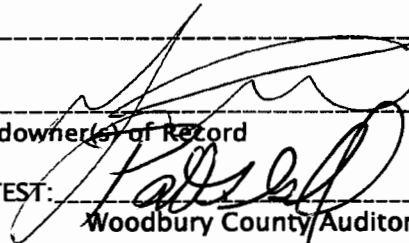
Woodbury County will credit Habitat Restoration Services, LLC a total of \$830.00 toward the cost of the Level C Road upgrade requested by the party of the first part.


It is hereby agreed that possession of the premises is the essence of this contract and that party of the second part may take immediate possession of the premises upon the signing of this contract, for the purposes above set forth, and first party further agrees to convey aforementioned property to the second party for the consideration hereinafter named.

Party of the second part agrees to purchase the above described real estate or take easement thereto for road purpose and to pay therefore upon delivery of warranty deed, or easement, showing merchantable title.

LAND TO BE ACQUIRED	ACRES	UNIT RATE	DOLLARS	
PERMANENT EASEMENT: Parcel	0.10	\$ 8,300.00	\$ 830.00	(credit)
MISCELLANEOUS:	No damages			
<b>TOTAL \$</b>			<b>\$ 830.00</b>	<b>(credit)</b>

Should the acreage acquired for highway or fencing be more or less than shown above, same is to be paid for at the agreed unit prices, any and all verbal agreements are merged in this written contract. Should the highway as finally located require none of the real estate described, this contract becomes null and void. Party of the first part consents to the establishment of the proposed road and relinquishes all claims for damages.

\_\_\_\_\_  
 \_\_\_\_\_  
 Landowner(s) of Record  
 ATTEST:   
 Woodbury County Auditor

  
 \_\_\_\_\_  
 Chairperson Board of Supervisors  
 7-21-20  
 \_\_\_\_\_  
 Date