

**RIGHT OF ENTRY AGREEMENT**

This Agreement, made and entered into by and between Melissa M. Ream hereinafter to be known as the First Party, and MARSHALL COUNTY, IOWA, by its Board of Supervisors, consisting of, David Thompson - Chairman, Bill Patton, and Steve Salacek hereinafter to be known as the Second Party.

WITNESSETH, that the First Party grants unto the Second Party the following rights and privileges:

1. To enter upon for the purpose of storing equipment and materials and improving the channel of Minerva Creek as it exits the public road and bridge. Work shall include but not be limited to blading, grading, dredging, and tree removal. Excess excavated materials not needed for construction shall be disposed of by the Second Party as directed by the County Engineer.
2. Marshall County and/or its agents shall have the right of ingress and egress from the hereinbefore described property to accomplish the above work.

These rights and privileges shall apply to the area of land described below:

A TEMPORARY EASEMENT LOCATED IN THE FRACTIONAL NORTHWEST QUARTER (FrNW¼) OF SECTION THREE (3), TOWNSHIP EIGHTY-FOUR (84) NORTH, RANGE NINETEEN (19) WEST OF THE 5TH P.M., MARSHALL COUNTY, IOWA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTH QUARTER CORNER OF SAID SECTION 3; THENCE SOUTH 00°18'19" EAST, 225.00 FEET ALONG THE EAST LINE OF SAID FRACTIONAL NORTHWEST QUARTER; THENCE SOUTH 89°41'41" WEST, 33.00 FEET TO A POINT ON THE EXISTING WEST RIGHT OF WAY LINE OF JESSUP AVENUE (SAID POINT ALSO BEING THE POINT OF BEGINNING); THENCE SOUTH 26°37'47" WEST, 55.95 FEET; THENCE SOUTH 04°32'14" WEST, 250.80 FEET; THENCE SOUTH 00°02'12" EAST, 30.00 FEET; THENCE NORTH 33°12'54" WEST, 155.32 FEET; THENCE NORTH 00°02'12" WEST, 150.00 FEET; THENCE NORTH 52°23'41" EAST, 82.00 FEET; THENCE NORTH 89°57'48" EAST, 65.11 FEET TO A POINT ON SAID EXISTING WEST RIGHT OF WAY LINE; TO THE POINT OF BEGINNING, CONTAINING 0.57 ACRE TOTAL. SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD, IF ANY.

The Second Party shall pay the First Party the sum of \$ 200.00 to be full compensation for all damages.

The Second Party shall ensure that, following any construction or maintenance activities, said area shall be restored by removing all debris remaining from these activities, neatly smoothing the area, replacing damaged fences, reseeding the CRP area with Big Blue Stem seed and compensating for any crops damaged (at the rate of \$ 1000\_/acre applicable only to the area damaged, not the total area), all to the satisfaction of the First Party. Marshall County shall place cable gates at both driveways South of bridge on West side of road. All expenses incurred in these operations shall be the responsibility of the Second Party.

This Agreement does not imply any future maintenance by Marshall County on the channel improvement. Should future changes be necessary, a new Agreement will have to be made.

IN WITNESS WHEREOF, the two parties to this agreement have set their hand and seal as of the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Melissa M. Ream

\_\_\_\_\_  
PARTY OF THE FIRST PART

BOARD OF SUPERVISORS

\_\_\_\_\_  
David Thompson Chairman  
PARTY OF THE SECOND PART

ATTEST: \_\_\_\_\_  
Nan Benson, County Auditor

CONTRACT

THIS AGREEMENT made and entered into this \_\_\_ day of \_\_\_\_\_, 20\_\_ by and between Melissa M. Ream, Party of the First Part and the BOARD OF SUPERVISORS, acting for MARSHALL COUNTY, IOWA, Party of the Second Part, WITNESSETH:

For and in consideration of the mutual covenants herein contained the Party of the First Part hereby agrees to sell to the Party of the Second Part a right-of-way easement for public highway and road purposes along and across the real estate owned by the Party of the First Part and situated in the Northwest Quarter of Section 3, Township 84 North, Range 19 West of the 5TH P.M., in the County of Marshall, State of Iowa.to wit:

A PERMANENT EASEMENT LOCATED IN THE FRACTIONAL NORTHWEST QUARTER (FrNW¼) OF SECTION THREE (3), TOWNSHIP EIGHTY-FOUR (84) NORTH, RANGE NINETEEN (19) WEST OF THE 5TH P.M., MARSHALL COUNTY, IOWA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTH QUARTER CORNER OF SAID SECTION 3; THENCE SOUTH 00°18'19" EAST, 225.00 FEET ALONG THE EAST LINE OF SAID FRACTIONAL NORTHWEST QUARTER; THENCE SOUTH 89°41'41" WEST, 33.00 FEET TO A POINT ON THE EXISTING WEST RIGHT OF WAY LINE OF JESSUP AVENUE (SAID POINT ALSO BEING THE POINT OF BEGINNING); THENCE SOUTH 26°37'47" WEST, 55.95 FEET; THENCE SOUTH 04°32'14" WEST, 250.80 FEET; THENCE SOUTH 00°02'12" EAST, 150.00 FEET; THENCE SOUTH 43°16'42" EAST, 69.27 FEET TO A POINT ON SAID EXISTING WEST RIGHT OF WAY LINE; THENCE NORTH 00°18'19" WEST, 500.47 FEET ALONG SAID EXISTING WEST RIGHT OF WAY LINE TO THE POINT OF BEGINNING, CONTAINING 0.41 ACRE TOTAL. SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD, IF ANY.

FOR THE PURPOSE OF THIS SURVEY, SAID EAST LINE OF SAID FRACTIONAL NORTHWEST QUARTER WAS DETERMINED TO BEAR SOUTH 00°18'19" EAST USING GPS.

and shall convey good and sufficient title to the same by Deed of Easement on or before the 1st day of October, 2022.

The Party of the Second Part hereby agrees to purchase the aforesaid easement as follows:

Approximately 0.410 acres of R.O.W. at \$ 5000.00 per acre	\$ 2050.00
Allowance to update abstract	\$ 150.00
Right of Entry Agreement	\$ 200.00
CRP_Payment (which may not include penalties of up to \$6737.00)	\$ 360.00
Total	\$ 2760.00

The Party of the First Part hereby agrees to accept payment of the aforesaid amounts upon the following events in the following manner:

Right-of-Way Land - upon delivery of said Easement and payable jointly with mortgage/lien holder(s) if required.

Should the acreage taken for highway and road purposes be more than that shown above, a second negotiation will be needed to set the agreed unit price, and in the event that the aforesaid easement is not required for the proposed highway as finally located, this contract shall become null and void.

It is further agreed by and between the parties hereto that the Party of the Second Part may take immediate possession of the premises upon the signing of this contract for the purposes above set forth.

Party of the Second Part hereby gives notice of Party of the First Part's five-year right to renegotiate construction or maintenance damages not apparent at the time of the signing of this contract as required by Section 6B.52 of the Code of Iowa.

It is mutually understood and agreed that this instrument contains all of the agreements of the parties hereto, written or oral, and that there are no oral agreements which are not contained in this instrument.

It is further agreed that the Party of the First Part hereby consents to the establishment of the proposed road and hereby relinquishes all claims for damages.

BOARD OF SUPERVISORS

\_\_\_\_\_  
Melissa M. Ream

\_\_\_\_\_  
David Thompson Chairman

PARTY OF THE SECOND PART

\_\_\_\_\_  
PARTY OF THE FIRST PART

Attest: \_\_\_\_\_  
Nan Benson, County Auditor