

COMPUTER ✓
RECORDED ✓
COMPARED ✓

REC \$ *[Signature]*
AUD \$ _____
R.M.F. \$ _____

FILED NO. **4165**
BOOK 45 PAGE 626
99 APR 13 AM 9:46
MICHELLE UTSLER
RECORDER
MADISON COUNTY, IOWA

AGREEMENT

This Agreement made and entered into by and between Madison County, Iowa, and the City of Macksburg, Iowa, hereinafter called the County and City respectively.

WHEREAS, it is necessary for the City to comply with certain statutory provisions of the Code of Iowa.

NOW, THEREFORE IT IS AGREED AS FOLLOWS:

1. The City expressly agrees that the County shall be the contracting authority for all paving and associated work for paving done within the corporate limits on that portion of the urban extension of County Highway P-53 a/k/a East Street from a point 12 feet North of North Street to the North corporate line, Project No. FM-61(49)--55-61.
2. The County shall develop plans for all work within the corporate limits of the City for paving a typical rural pavement of 22 feet in width with granular shoulders.
3. The County shall do all necessary engineering and construction inspection within the corporate limits of the City for paving.
4. All work shall be done in strict compliance with the plans developed by the County and approved by the City.
5. Any required deviation from the plans must have prior approval from the City for that area within the corporate limits.
6. The County shall pay all construction costs.
7. The City agrees to move or replace its utilities as needed within the limits of the proposed project without expense to the County. Where the City utility departments (water, sanitary sewer, storm sewer and electric), may be digging trenches prior to the proposed construction, the City will require that all backfilling and compaction of ditches shall be made in accordance with the current Standard Specifications of the Iowa Department of Transportation. The work is subject to the approval of the County Engineer.

8. This project is on a Federal Aid Route, which requires that the Iowa Department of Transportation and County comply with Federal laws and regulations with respect thereto, the City agrees to take such action as may be necessary to comply with such Federal laws and regulations.
9. Upon completion of the project, the City agrees that:
 - a. Any changes in the physical features of the project will be authorized only after approval has been secured from the County Engineer; and
 - b. The City will furnish and erect all signing in accord with the Manual on Uniform Traffic Control Devices for Iowa Streets and Highways.
10. Initial paving shall be paid for and administered by the County. Future maintenance shall be administered as directed by the Agreement between the City and County dated May 3, 1977.
11. The parties agree that, after execution, this Agreement shall be filed with the Secretary of State of the State of Iowa and the Madison County Recorder in accordance with the provisions of the Code of Iowa, Section 28E.8 (1993).
12. The parties hereto shall approve this Agreement by resolution, which shall authorize the Mayor and Clerk of the City and the Supervisors of the County to execute this Agreement.
13. The City shall hold the County harmless from all third party claims for the City's negligent or willful acts or omissions arising out of this Agreement and shall indemnify the County pursuant to this Agreement for such liability plus the County's costs including reasonable attorney fees.

DATED this 9th day of Feb, 19 99

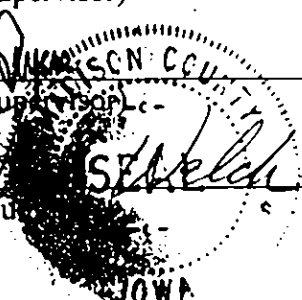
MADISON COUNTY, IOWA

BY *Cy M. Dault*
(Supervisor)

BY *Tom Insua*
(Supervisor)

BY *[Signature]*
(Supervisor)

ATTEST *[Signature]*
(Auditor)



CITY OF MACKSBURG, IOWA

BY *Georgina Beakewidge*
(Mayor)

ATTEST *Ardie Myers*
(Clerk)

