Compared

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MARY E. WELTY
RECORDER
MADISON COUNTY, IOWA
no fee 1pp.

Proj./No. BROS 9061(14)

Section 8

Township 76N

Range 26W

AGREEMENT

This agreement made and entered into this 2nd day of August, 1984, by and between Madison County, Iowa, hereinafter called the "County" and Carl Henry hereinafter called the "Landowner".

WHEREAS, the County is charged with the maintenance of all Secondary Roads within Madison County, Iowa, and.

WHEREAS conditions develop on private property adjacent to road right-of-way which endanger the road right-of-way or cause a hazardous condition for traffic on said road, and

WHEREAS, it is to the mutual benefit of all parties concerned to have said condition or traffic hazard removed:

NOW, THEREFORE, it is mutually agreed that

1. The landowner will permit county forces or agents to enter upon his land for the purpose of building a 100' x 20' concrete slab bridge and the necessary related items of work associated with the project referred to as BROS 9061(14), which are detailed below.

Madison County or it's authorized representatives will do the following:

a. Pay for the needed encroachment area south and east of the existing bridge, a strip 46 feet wide Right Centerline Station 5 + 00 to 100 feet wide Right Centerline Station 7 + 50 at the rate of $500.00 per acre for .15 acre as a damage item. No easement will be taken for the area.

b. Clear trees within the above described area and pay for fence at the rate of $12.25 per rod for 15 rods.

c. Clear trees and brush from fence line south of existing bridge approximately 800 feet on Right side of road. Clean and deepen ditch in this area and deposit dirt in the field east of the above described line. County may encroach upon land owner for the purpose of widening and deepening said ditch without payment for any additional ground. No payment will be made for the replacement of fence removed from this area. Ditch bottoms to be minimum 10 feet in width and foreslope to be 2:1, backslope to be minimum 2:1 with maximum 3:1.

d. Move existing entrance north approximately 180-200 feet. Existing culvert pipe will be salvaged for re-installation if in good condition. County will provide culvert pipe if the present one is not useable. Culvert pipe will be widened to double drive width in lieu of any payment to landowner for area listed in item # d.

e. Move field entrance approximately 800 feet north of the bridge on the east side of the road, to a location immediately south of the existing grain bin in exchange for permission to place additional trees and brush on landowner north of bridge.

Landowner will do the following:

a. Remove any fence from areas involved that he wishes to salvage.

b. Provide area to pile or bury brush, trees and any remaining fence materials that were not salvaged.

c. Landowner will be responsible for the final shaping of the dirt deposited in the field.

2. It is mutually understood that this agreement does not constitute a perpetual maintenance obligation by the county for the landowners property.

Carl Henry
LANDOWNER

Subscribed and sworn to before me this 2 day of August, 19 84.

BREEDING IOWA NOTARIAL SEAL

Wilma Breeding
Notary in and for Madison County, Iowa

MADISON COUNTY
BOARD OF SUPERVISORS

By: Phillip Corkrean
Phillip Corkrean, Chairman
Board of Supervisors

MADISON COUNTY IOWA SEAL

Attest: Jean Alles
Jean Alles
Madison County Auditor

STATE OF IOWA

COUNTY OF MADISON

On this 6 day of August, A.D. 1984, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Phillip Corkrean and Jean Alles to me personally known, who, being by me duly sworn, did say that they are the Chairman, and Secretary respectively, of said corporation; that the seal affixed thereto is the seal of said corporation; that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors; and that the said Phillip Corkrean and Jean Alles as such officers acknowledged the execution of said instrument to be the voluntary act and deed of said corportation, by it and by them voluntarily executed.

Tim Waddingham
Notary Public in and for said County and State

TIM WADDINGHAM NOTARIAL SEAL Iowa

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