Proj./No. BROS 9016(14)

FILED NO. 254
BOOK 119 PAGE 347
1984 AUG 14 AM 9:31
MARY E. WELTY
RECORDER
MADISON COUNTY, IOWA

Section 7

Township 76N

Range 26W

Compared

AGREEMENT no fee 2pp.

This agreement made and entered into this 6 day of August, 19 84, by and between Madison County, Iowa, hereinafter called the "County" and Cunningham Ranch Inc. 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 north and west of existing bridge, a strip 80 foot wide Left Centerline Station 7 + 80 to 60 foot wide Left Centerline Station 10 + 10 at the rate of $500.00 per acre for 0.11 acre as a damage item. No easement will be taken for this area.

b. Clear trees within the above described area and pay for fence at the rate of $12.25 per rod for 14 rods.

c. Clear trees and brush from fence line south of existing bridge, south to the laminated wood box that crossed the county road. Clean and deepen ditch in this area and put dirt in the field west 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.

d. Remove the laminated wood box culvert from across the road and install culvert pipe of adequate size and length in field entrance that now exists as a dry fill and run the water down the west ditch of the county road. Entrance specifications will conform with Madison County Field Entrance and Driveway policy. (18' entrance top with 2:1 side slopes).

e. Remove and eliminate field entrance approximately 100 feet south of present bridge. Access to this field will be through the entrance listed in item # d.

f. Do the necessary shaping of the ditch and embankment area immediately south and west of the new bridge to allow ditch water to drain to Cedar Creek.

g. Ditches referred to in the above items will be a minimum of 10 feet in width with 2:1 foreslopes and backslope.

h. Weather conditions permitting this work will be scheduled for the fall and winter of 1984 upon the completion of the building of the new bridge and the harvesting of the crops from the areas involved.

Landowner will do the following:

a. Remove any fence from the 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.

Cunningham Ranch, Inc.
by P. J. Cunningham
LANDOWNER

Subscribed and sworn to before me this 31 day of July, 19 84.

Wilma Breeding
Notary in and for Madison County, Iowa

MADISON COUNTY
BOARD OF SUPERVISORS

By: Phillip Corkrean
Phillip Corkrean, Chairman
Board of Supervisors

Attest: Jean Alles
Jean Alles
Madison County Auditor

STATE OF IOWA

COUNTY OF MADISON

On this 6 day of August, A.D. 19 84, 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