FILED NO 530
BOOK 119 PAGE 727
1986 SEP 16 AM 8:56
MARY E. WELTY
RECORDER
MADISON COUNTY, IOWA

6 pgs.

# AGREEMENT

THIS AGREEMENT made and entered into by and between Clarke County, Iowa and Madison County, Iowa in accordance with the provisions of Chapter 28E and Chapter 309, 1979 Code of Iowa. The purpose of this AGREEMENT shall be to define the duties and responsibilities of adjoining Counties with regard to construction and maintenance of county line roads between their respective jurisdictions and roads under each county's jurisdiction which are wholly within one county and which provide road access in the adjoining County due to discontinuation or legally placed restrictions.

NONE

It is hereby AGREED as follows:

1) Each County's jurisdiction of the roads included within the scope of this AGREEMENT shall be as shown in color code on a map which shall be attached to and become a part of this AGREEMENT.

2) Construction projects on county line roads shall be considered on an individual project by project basis and shall be previously agreed to by seperate agreement, budgeted and programmed simultaneously by both counties. The county with jurisdiction shall be responsible for performing all planning, surveying, engineering, contracting and inspection of the project without reimbursement. The actual construction costs shall be split equally between adjoining counties. Other than outlined within the confines of this paragraph construction projects shall not be a part of this AGREEMENT.

3) Routine maintenance shall include surface blading and dragging, snow and ice removal, tile line repair, ditch cleaning, cutting of trees and brush, weed eradication, placement and maintenance of traffic control devices including signs, minor repair of bridges and culverts, spot patching of granular surfaced roadways, minor pavement repair, shoulder and pavement edge rut repair, and other maintenance usually performed on secondary roads. The County with jurisdiction shall be responsible for routine maintenance without reimbursement.

4) Major maintenance shall include resurfacing of granular surfaced roadways, pavement patching and shoulder and pavement edge rut repair in which material costs exceed $500.00 per mile, bridge and

culvert repair in which material costs exceed $500.00, new tile line crossings and required dust control. The county with jurisdiction shall be responsible for major maintenance and shall be reimbursed upon proper itemized billing by the adjoining county for one half of the entire project costs excluding planning, surveying, engineering, contracting and inspection costs. Applicable costs shall include but not be limited to materials, equipment rental, labor and third party contracts.

5) Major maintenance on roads wholly within one county and under the jurisdiction of the adjoining county shall be performed by the county with jurisdiction. Reimbursement shall be made upon proper itemized billing by the owning county for the entire project costs excluding planning, surveying, engineering, contracting and inspection costs. Applicable costs shall include but not be limited to materials, equipment rental, labor and third party contracts.

6) Each county shall acquire without reimbursement any right of way necessary for construction or maintenance that lies in their respective county. Right of way acquisition shall be made in a timely manner.

7) Approval and installation procedures for new driveways and entrances shall be the responsibility of the owning county.

8) All maintenance practices and procedures utilized on roads within the scope of this AGREEMENT shall be in accordance with the established policy of the county with jurisdiction.

9) All traffic control devices on roads included within the context of this AGREEMENT shall comply with the current "Manual on Traffic Control Devices for Streets and Highways". It shall be a function of this AGREEMENT to maintain a uniform consistency in the placement of necessary traffic control devices.

10) It is AGREED that the County of jurisdiction shall have full responsibility for the public right-of-way including third party liability claims except for reimbursement of construction and major maintenance costs pursuant to this AGREEMENT. The county of jurisdiction shall hold [illegible]ther county harmless for all damages and

and costs related to the negligent acts or omissions of the county lacking jurisdiction under this AGREEMENT.

11) This AGREEMENT shall be in full force and effect through December 31, 19___.

12) This AGREEMENT may be terminated by either party upon written notification at least 180 days prior to December 31, each year, and upon settlement of all unpaid costs. If such written notice is not received by either party, this AGREEMENT shall continue for the succeeding year.

13) The County Engineer of each county shall be responsible for consultation with the respective Board of Supervisors in matters relating to this AGREEMENT and shall administer this AGREEMENT after such consultation in accordance with the provisions set forth herein.

14) Nothing in this AGREEMENT shall be construed as to prohibit the Administrator from hiring a third party to perform any work associated with this AGREEMENT.

Signed this 2nd day of September 19 86.

Clarke County, Iowa

BOARD OF SUPERVISORS

Floyd E. Mann Chairman

Leonard Siffleet Member

Member

Attest: Ernest L. Rodenbaugh
County Auditor

CLARKE COUNTY AUDITOR SEAL IOWA

Signed this 8 day of Sept 19 86.

Madison County, Iowa

BOARD OF SUPERVISORS

Max Newburg Chairman

Phillip Cashman Member

Member

Attest: Joan Ley
County Auditor

MADISON COUNTY SEAL IOWA

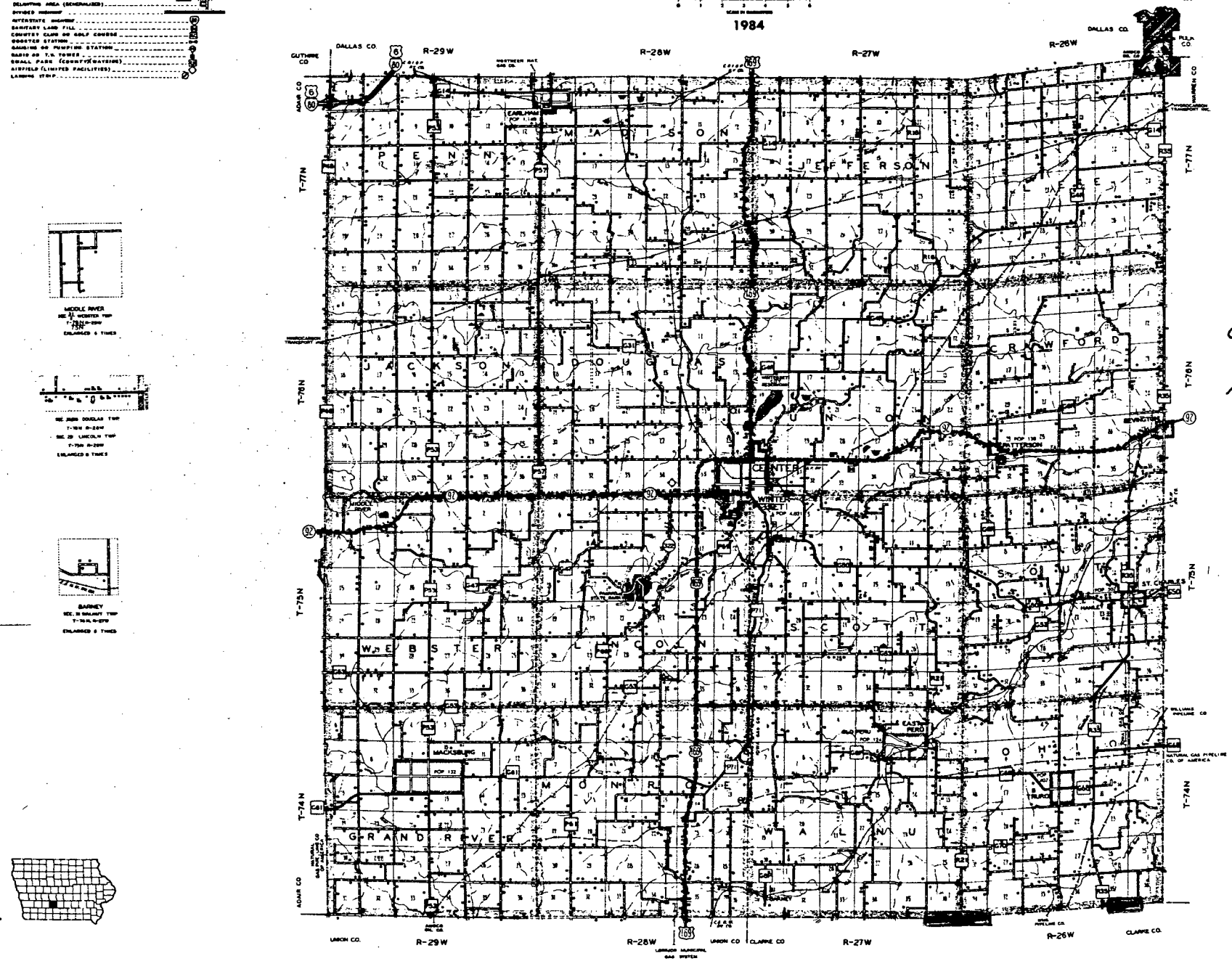
Highway and Transportation Map

# MADISON COUNTY
## IOWA

Exhibit A

Prepared By
Iowa Department of Transportation
Phone (515) 239-1299
In Cooperation With
United States Department of Transportation

1984






MIDDLE RIVER
SEC 31 HOWARD TWP
T-78N R-29W
ENLARGED 5 TIMES

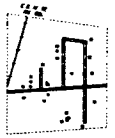


SEC 25 DOUGLAS TWP
T-76N R-26W
SEC 29 LINCOLN TWP
T-75N R-26W
ENLARGED 5 TIMES



BARNEY
SEC 19 GRAND TWP
T-74N R-27W
ENLARGED 5 TIMES





HARLEY
SEC 8 UNION TWP
T-74N R-26W
ENLARGED 5 TIMES

Clarke Co.
Madison Co.

JANUARY 1, 1985

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DEED RECORD 119

730

GENERAL HIGHWAY AND TRANSPORTATION MAP

# CLARKE COUNTY

## IOWA

PREPARED BY THE

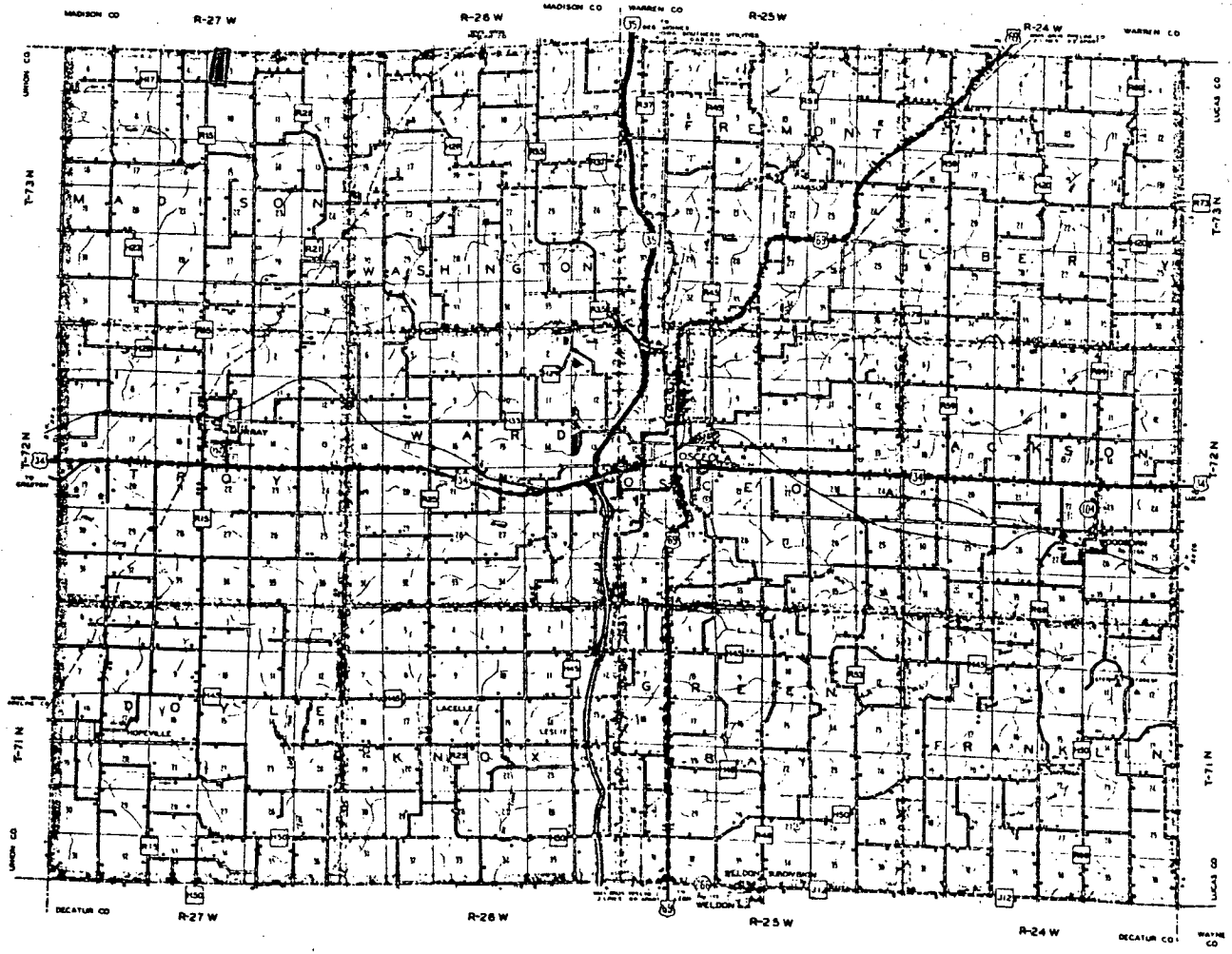
IOWA DEPARTMENT OF TRANSPORTATION
DIVISION OF PLANNING AND RESEARCH
OFFICE OF TRANSPORTATION INVENTORY
PHONE (515) 296-1200
IN COOPERATION WITH

UNITED STATES DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION

SCALE IN MILES

1978

Exhibit B




MADISON CO.

DEED RECORD 119

Highway and Transportation Map

# MADISON COUNTY
## IOWA

Exhibit C

Prepared By

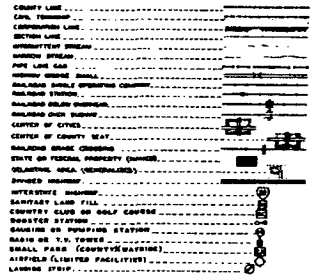
Iowa Department of Transportation

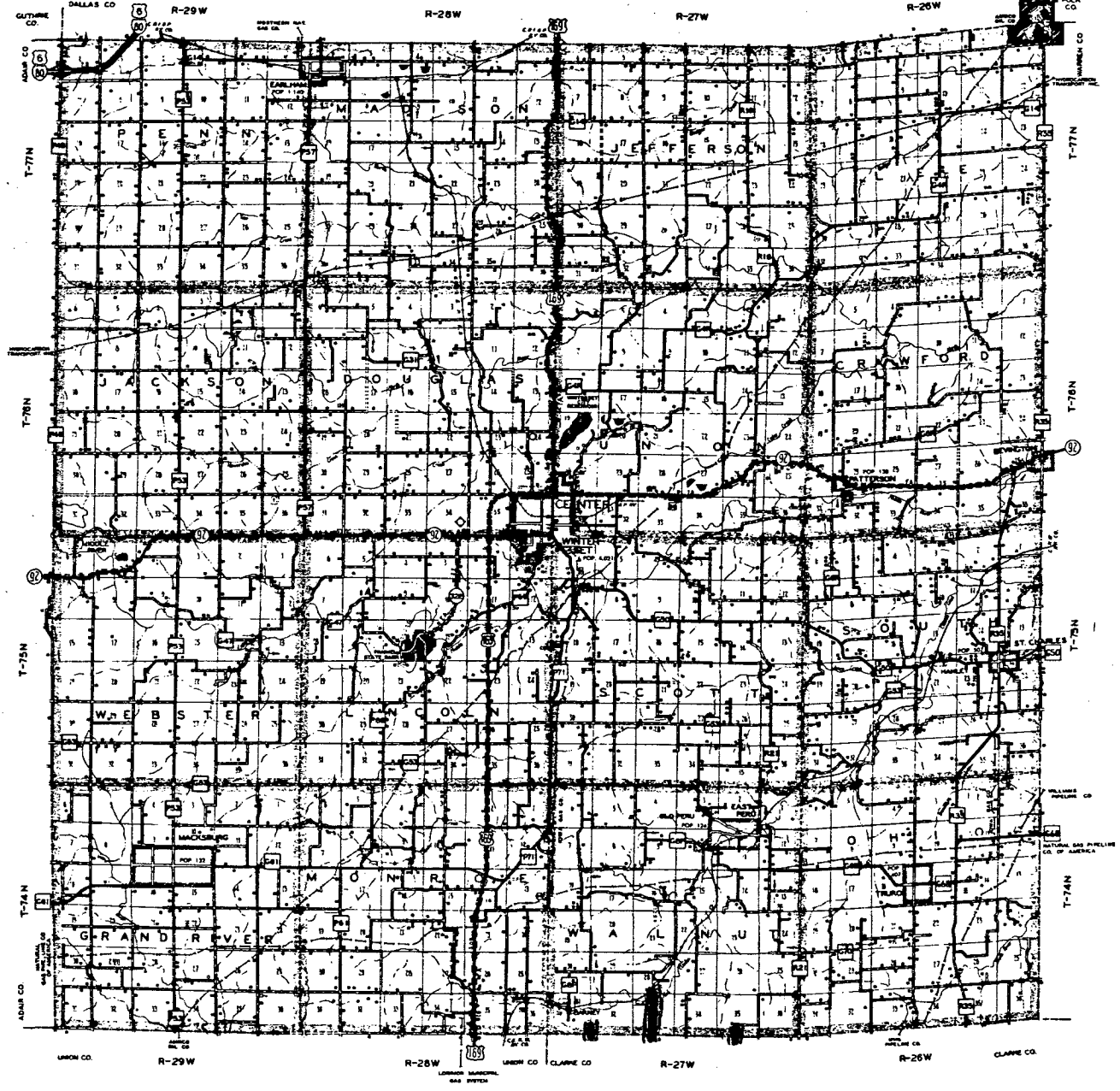
Phone (515) 239-1399

In Cooperation With

United States Department of Transportation

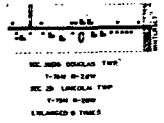
1984



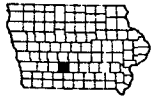



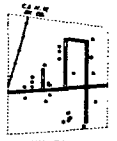


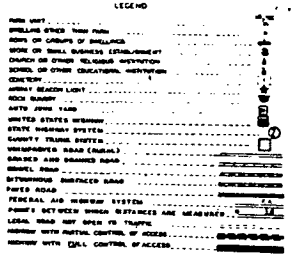











CLARKE CO.

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JANUARY 1, 1985

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