AGREEMENT

This agreement made and entered into this 7TH day of October 1976, by and between Madison County, Iowa, herein after designated The County, and

Merle and Margery Jordan

Ray and Evelyn Conley

Ted and Cheryl Benshoof,

Herein after designated, Landowners.

It is agreed as follows:

1. The County shall perform ditching work to improve drainage along the county road right-of-way, located south of highway 92, and along the east side of Sec. 34, T76N, R26W, from a point approximately 400 feet south of Iowa 92, to the Middle River. Said ditch shall be constructed along the west side of the County road, and shall be made in accordance with survey information and recommendations provided by the Madison County Soil Conservation Service.

2. Madison County shall clean the road ditch along the east side of said county road, and shall install such cross road culvert pipe as necessary to properly drain the county road right-of-way.

3. Landowner Benshoof agrees to give Madison County a construction Easement at no cost to permit construction of the ditch adjacent to his property.

4. It is agreed that the ditch shall leave the county right-of-way approximately 300 feet north of Middle River, and flow into a natural depression on the Benshoof property which ultimately reaches the river. Madison County shall be permitted to clean such brush and trees from this depression to permit adequate drainage flow to the river.

Compared

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1976 OCT 12 PM 3:30

MARY E. WELTY
RECORDER
MADISON COUNTY, IOWA
no fee

IND. ✓
REC. ✓
PAGE ✓

5. Landowners shall permit the county to dispose of dirt in the adjacent fields. Dirt removed during ditch construction and right-of-way ditching shall be disposed of in the fields on the same side of the road from which it is removed.

6. Landowners agree that Madison County shall not be held responsible for any damage that might occur from water backing up or flooding this ditch, and overflowing onto their property. Landowners agree to indemnify, defend and hold harmless the County for any and all actions which might be brought against the County because of this construction.

7. Landowners agree that the portion of the ditch constructed on private property, shall remain private property after the work is completed.

8. Landowners agree to cooperate in the maintenance of the outlet to this ditch, across private property, and into the Middle River.

LANDOWNERS

Merle Jordan
Merle Jordan

Margery Jordan
Margery Jordan

Ray Conley
Ray Conley

Evelyn Conley
Evelyn Conley

Ted Benshoof
Ted Benshoof

Cheryl Benshoof
Cheryl Benshoof

BOARD OF SUPERVISORS

Ellen Hanemann
Chairman

Phillip Cackran
Member

H.W. Callison
Member

ATTEST: George F. Hanahan
Madison County Auditor

DATE: 10-11-78

Subscribed and sworn to before me this

____day of _____19___,

_____
Notary in and for Madison County, Iowa

FOR THE LEGAL EFFECT OF THE USE OF THIS FORM, CONSULT YOUR LAWYER

STATE OF IOWA, Madison COUNTY, ss:

On this 30 day of August, A. D. 19 76, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Merle Jordan and Marjory Jordan

to me known to be the identical persons named in and who executed the within and foregoing instrument, **to which this is attached,** and acknowledged that they executed the same as their voluntary act and deed.

NOTARIAL SEAL IOWA — WILMA PHILLIPS MY COMMISSION EXPIRES 9-30-76

Wilma Phillips
Notary Public in and for the State of Iowa

IOWA STATE BAR ASSOCIATION
Official Form No. 11 (Trade-Mark Registered, State of Iowa, 1967)
K-7260 This Printing: September 24, 1974

(Section 558.39, Code of Iowa)

FOR THE LEGAL EFFECT OF THE USE OF THIS FORM, CONSULT YOUR LAWYER

STATE OF IOWA, Madison COUNTY, ss:

On this 20th day of September, A. D. 19 76, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Evelyn Conley and Ray Conley

to me known to be the identical persons named in and who executed the within and foregoing instrument, **to which this is attached,** and acknowledged that they executed the same as their voluntary act and deed.

NOTARIAL SEAL IOWA — WILMA PHILLIPS MY COMMISSION EXPIRES 9-30-76

Wilma Phillips
Notary Public in and for the State of Iowa

IOWA STATE BAR ASSOCIATION
Official Form No. 11 (Trade-Mark Registered, State of Iowa, 1967)
K-7260 This Printing: September 24, 1974

(Section 558.39, Code of Iowa)

FOR THE LEGAL EFFECT OF THE USE OF THIS FORM, CONSULT YOUR LAWYER

STATE OF IOWA, Madison COUNTY, ss:

On this 7th day of October, A. D. 19 76, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Ted Benshoof and Cheryl Benshoof

to me known to be the identical persons named in and who executed the within and foregoing instrument, **to which this is attached,** and acknowledged that they executed the same as their voluntary act and deed.

NOTARIAL SEAL IOWA — WILMA PHILLIPS MY COMMISSION EXPIRES 9-30-76

Wilma Phillips
Notary Public in and for the State of Iowa

IOWA STATE BAR ASSOCIATION
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