Section 35

Township 77N

Range 26W

AGREEMENT

This agreement made and entered into this 5th day of October 19 76 by and between Madison County, Iowa, hereinafter called the "County" and Maurice Lynch 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 County will shape the existing road and apply crushed limestone surfacing material in 1976. Landowner will pay 1/2 the estimated cost of said surfacing prior to its application, $519.75.
2. Madison County may reconstruct the road at some future time. At that time Landowner agrees to the following:
   a. The landowner will permit county forces or agents to enter upon his land for the purpose of rebuilding the road from near the East quarter corner of Section 35, Lee Township to near the SE Corner NE 1/4, NE 1/4 of said Section 35.
   b. Landowner will move fence at his own expense and will donate right-of-way to 33' from centerline of existing road.
3. All work by the county forces or agents shall be performed in a neat workmanlike manner. The landowner waives any claims for trees, facilities or materials described in paragraphs 1 and 2.

Compared

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BOOK 112 PAGE 21

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MARY E. WELTY
RECORDER
MADISON COUNTY, IOWA

4. The landowner ~~(does)~~ (does not) grant permission to the county or its agent to dispose of waste material at safe, convenient and mutually agreeable location on his land. ~~Such~~ mutually agreeable ~~location is~~ _____

_____

_____

~~If the landowner does not grant permission for~~ disposal of waste ~~material on his land, the county or its agent will remove all such waste material from the~~ site and dispose of same at some convenient ~~location~~.

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

RECOMMENDED FOR APPROVAL

John C. Calhoun
County Engineer

LANDOWNER

Maurice M. Lynch

ATTEST:

George L. Thrasher
County Auditor

BOARD OF SUPERVISORS:

Elton Hansman
Chairman

DATE: 10-6-76

DATE: 10-6-76

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

STATE OF IOWA, Madison COUNTY, ss:

On this 5th day of October, A. D. 1976, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Maurice Lynch

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
9-30-79

Wilma Phillips
Notary Public in and for the State of Iowa

IOWA STATE BAR ASSOCIATION
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