STATE OF IOWA, MADISON COUNTY, ss.

Inst. No. 260 Filed for Record this 22 day of August 1980 at 4:00 P.M.
Book 113 Page 203 Recording Fee none county Mary E. Welty, Recorder, By _____ Deputy

AGREEMENT

THIS AGREEMENT made and entered into this 7th day of August, 1980 by and between William ~~Edward~~ Edwin Drake of the County of Union, State of Iowa, party of the first part and the County of Madison, State of Iowa by its Board of Supervisors, party of the second part

Witnesseth:

For good and valuable consideration, the party of the first part hereby agrees to sell and convey a temporary easement for construction purposes and a permanent easement for environmental purposes as further described herein to the party of the second part for use in constructing and maintaining a public highway and bridge.

The highway, bridge, associated grading and drainage is to be constructed in accordance with the official plans of Madison County Project L-3-80--73-61 and the Department of the Army Corps of Engineers permit number 2SB OXR 1 1127 on file in the Office of the County Engineer, Courthouse, Winterset, Iowa, which by reference are herewith made a part of this agreement.

Said temporary easement for construction purposes shall entitle the party of the second part to enter upon the following described premises of the party of the first part to construct the previously referenced project to wit:

Temporary Construction Easement Description

Commencing as a point of reference at the West quarter corner of Section 21, Township 74 North, Range 29 West of the Fifth Principal Meridian, Grand River Township, Madison County, Iowa;

thence North 90°00' East 297.6 feet along the South line of the Southwest quarter of the Northwest quarter of said Section 21 to a point (this is an assumed bearing for purposes of this description only);

thence North 15°00' West 69.3 feet to the point of beginning;

thence continuing North 15°00' West 309.9 feet to a point;

thence North 69°40' East 485.6 feet to a point;

thence South 43°25' East 254.7 feet to a point;

thence South 280.0 feet to a point;

thence North 90°00' West 525.0 feet to a point;

thence South 82°57' West 25.2 feet to the point of beginning;

and subject to easements of record,

and containing 5.2 acres more or less.

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Said permanent easement for environmental purposes shall entitle the party of the second part to construct and have access thereto a permanent and perpetual buffer zone fifty (50) feet in width on each side of the new river channel in which only natural vegetation shall be allowed to grow. The party of the first part shall maintain the surface of the easement which shall not include any tilling, cropping, foresting or farming (except pasturing) of this area. Said buffer zone boundaries shall be fifty (50) feet normally distant from and parallel to the top of the new river channel banks as located on said official plans and more particularly described as follow to wit:

Permanent Environmental Easement Description

Commencing as a point of reference at the West quarter corner of Section 21, Township 74 North, Range 29 West of the Fifth Principal Meridian, Grand River Township, Madison County, Iowa;

thence North 90°00' East 297.6 feet along the South line of the Southwest quarter of the Southwest quarter of the Northwest quarter of said Section 21 to a point (this is an assumed bearing for the purposes of this description only);

thence North 15°00' West 69.3 feet to the point of beginning;

thence continuing North 15°00' West 309.9 feet to a point;

thence North 69°40' East 210.87 feet to a point;

thence South 15°00' East 382.11 feet to a point;

thence South 90°00' West 191.56 feet to a point;

thence South 82°57' West 25.2 feet to the point of beginning;

and subject to easements of record,

and containing 1.7 acres more or less.

This agreement is binding on the parties hereto, their successors and assigns and shall constitute a covenant running with the title of the land hereto.

The party of the first part agrees that the design as shown on the official plans and the Army Corps of Engineers permit is acceptable and any and all deviations from any prior agreements both written and oral are hereby acknowledged and accepted, including specifically the deletion of channel blocks in the old river channel at its intersections with the new channel.

The party of the first part covenants that they are the owner of the real estate described herein and have full authority to validly grant this easement and the party of the second part may quietly possess and enjoy the easement premises.

The party of the first part agrees that the party of the second part has made no representations whatsoever to induce the party of the first part to execute this agreement other than expressly set forth in this instrument. The party of the first part has had full opportunity prior to the execution of this instrument to obtain advice, whether legal, engineering or otherwise, on the matters contained herein.

The party of the second part agrees to pay to the party of the first part for said temporary construction easement, permanent environmental easement and any and all damage temporary and permanent to real estate referenced herein and any and all consequential damage to any adjacent real estate owned by party of the first part due to actions of the party of the second part necessary to the construction of the referenced project the sum of Five Thousand and no/100 dollars ($5,000.00) as complete and total payment therefore.

The party of the first part and the party of the second part state that each has read this agreement in its entirety and each executes the same as their voluntary act and deed.

Party of the First Part:

William Edwin Drake
William ~~Edward~~ Drake
Edwin

Charlotte Drake
Charlotte Drake

STATE OF IOWA, Madison County,

On this 7th day of August A.D. 1980, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared William Edwin Drake & Charlotte Drake to me known to be the identical persons named in and who executed the within and foregoing instrument, and acknowledged that they executed the same as their voluntary act and deed.

Notary Public in and for the State of Iowa

Party of the Second Part:

Lyle L. Hart
Chairman, Madison County Board of Supervisors

Attest: George E. Shuckman
Madison County Auditor

STATE OF IOWA

COUNTY OF MADISON

On this 18 day of August, 1980 before me, the undersigned, a Notary Public in and for said County, in said state, personally appeared Lyle L. Hart, Chairman of the Board of Supervisors of Madison County, Iowa, which executed the above and foregoing instrument, and by me duly sworn, for himself, did say that he is the Chairman of the Board of Supervisors of Madison County, Iowa, and that said instrument was by him signed on behalf of Madison County, Iowa, and he acknowledged the execution of said instrument to be the voluntary act and deed of said Madison County, Iowa, by it and by him voluntarily executed.

IN WITNESS WHEREOF, I have hereunto signed my name and affixed my notarial Seal the day and year last above written.

Tim Waddingham
Notary Public in and for the State of Iowa

