COMPARED

FILED NO. 380
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MARY E WELTY
RECORDER
MADISON COUNTY, IOWA

Fee 4.50
D.H.

AGREEMENT

THIS AGREEMENT made and entered into this 8th day of August, 1958, by and between Jackson Township, Madison County, Iowa, First Party, and Opal Nelson of Des Moines, Iowa, Second Party, WITNESSETH:

WHEREAS, First Party has acquired the following described real estate, to-wit:

> Commencing at the Northwest Corner of the Northwest Quarter (¼) of Section Twenty-two (22), thence South 16 rods, thence East 10 rods, thence North 16 rods, thence West to the place of beginning, all in Township Seventy-six (76) North, Range Twenty-nine (29) West of the 5th P. M., Madison County, Iowa,

from the school township of Jackson Township, Madison County, Iowa, for the purpose of maintaining a township hall or community building, and,

WHEREAS, Second Party, in consideration of covenants and agreements contained in an Agreement between Second Party and the school township of Jackson Township, Madison County, Iowa, whereby Second Party waived her right of reversion in and to said real estate which had heretofore been held as a site for school purposes, and,

WHEREAS, the parties hereto are desirous of incorporating all of their agreements and understandings herein.

NOW THEREFORE IT IS AGREED by and between the parties hereto as follows:

1. First Party shall maintain said real estate for township and community hall purposes, keeping said premises free from all noxious weeds and also First Party shall maintain a tight fence BETWEEN ~~around~~ said premises at all times.

2. It is further agreed that First Party shall have the right to maintain and use said real estate for township and community hall purposes, and in the event said real estate ceases to be used for such purposes for a period of more than one (1) year,

then and in that event said real estate shall revert to Second Party, her heirs or assigns, and title thereto shall vest absolutely in said Second Party, her heirs or assigns. It is further agreed that said reversion shall not include the building on said real estate and First Party shall have the right to remove said building within sixty (60) days from the time of reversion. It is further agreed that said reversion shall be determined to have been completed upon the tender and payment by Second Party to First Party of the sum of One Hundred Fifty Dollars ($150).

JACKSON TOWNSHIP, MADISON COUNTY, IOWA, First Party

By George Hart

By Geo A Wiesner

By Russell J. Frey
Trustees

Opal Nelson
Second Party