AGREEMENT

THIS AGREEMENT made and entered into this 6th day of August, 1958, by and between the School Township of Jackson Township in the County of Madison, State of Iowa, a school corporation, hereinafter referred to as First Party, and Opal Nelson of Des Moines, Iowa, hereinafter referred to as Second Party, WITNESSETH:

WHEREAS, Jackson Township School No. 5 located on the following described real estate, to-wit:

> Commencing at the Northwest Corner of the Northwest Quarter (NW¼) 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,

has not been used for school purposes for more than two (2) years; and

WHEREAS, at a special school election held on March 12, 1956, the electors of Jackson Township, Madison County, Iowa, authorized the Board of Directors of said school township to sell the schoolhouse and schoolhouse site located on said real estate; and

WHEREAS, Second Party is the owner of the West Half (½) of the Northwest Quarter (¼) of said Section Twenty-two (22), except for the school site and except for a tract of land 2½ rods in width adjoining said school site on the East; and

WHEREAS, the electors of Jackson Township, Madison County, Iowa, have authorized the Township Trustees of said Township to acquire a site for a township hall and community building; and

WHEREAS, the parties hereto are desirous of reducing to writing an agreement and understanding with reference

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COMPARED
MARY E. WELTY
MADISON COUNTY RECORDER
Winterset, Iowa 50273
D.H.

to the sale of said schoolhouse and schoolhouse site.

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

1. Second Party has executed a Waiver of Reversion of the schoolhouse and schoolhouse site subject to the conditions herein set out.

2. It is agreed between the parties hereto that in the event the Township Trustees of Jackson Township, Madison County, Iowa, desire to acquire the schoolhouse and schoolhouse site described above from First Party, First Party shall sell and convey said building site to the Township Trustees, said conveyance to contain a provision to the effect that in the event the schoolhouse building and site ceases to be used for township or community hall purposes for a period of one year the real estate shall revert to the then owner of the Northwest Quarter (¼) of the Northwest Quarter (¼) of said Section Twenty-two (22), upon the payment of the sum of One Hundred Fifty Dollars ($150). Said reversion shall not include any buildings on said real estate, all such buildings to be removed by the Township Trustees at the time the reversion takes effect.

3. It is further understood and agreed between the parties hereto that in the event the Trustees of Jackson Township, Madison County, Iowa, acquire said site and building from First Party for the purposes hereinbefore set out, said Township Trustees shall acquire said site subject to conditions and terms to be arrived at between the Township Trustees and Second Party with reference to the maintenance of the fences dividing the site involved from the real estate owned by Second Party.

4. First Party, in consideration of the covenants and agreements herein contained, shall pay to Second Party the

sum of One Hundred Fifty Dollars ($150) at the time said building and site shall be sold to the Township Trustees of Jackson Township.

5. In the event said site is not acquired by the Township Trustees as hereinbefore referred to within one (1) year from the date of this Agreement, then this Agreement shall be of no force and effect and the parties hereto may proceed as provided by law for the sale and disposition of the schoolhouse building and site.

6. The Trustees of Jackson Township, Madison County, Iowa, have joined in the execution of this Agreement and hereby consent that the terms and conditions set out in this Agreement apply to the reversion of the real estate in the event said real estate is acquired by said Trustees, and said Trustees further agree that in the event they acquire said site for township or community hall purposes, they will enter into an independent agreement with Second Party to maintain all fences dividing the property held for township hall purposes from Second Party's land.

THE SCHOOL TOWNSHIP OF JACKSON TOWNSHIP IN THE COUNTY OF MADISON, STATE OF IOWA, First Party

By Harold L Sawhill
President

By C V Hamilton
Secretary

Opal Nelson
Second Party