Compared # 1787 FILED NO.
BOOK 111 PAGE 560

1975 DEC 17 PM 1:10

MARY E. WELTY
RECORDER
MADISON COUNTY, IOWA
no fee

section 25

Township 75N

Range 26W

AGREEMENT

This agreement made and entered into this 7th day of November, 1975, by and between Madison County, Iowa, hereinafter called the "County" and Kenneth McDonald 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 landowner will permit county forces or agents to enter upon his land for the purpose of borrowing dirt to use as fill adjacent to landowner's property in the county road right-of-way. Fill dirt shall be placed north of the cross-road culvert located at Station 173+66, Madison County project 3114, so landowner may conveniently build his fence above the culvert flume on county right-of-way. This fill shall replace the contractual obligation for the county to slope bank in pasture area for new fence as indicated in the right-of-way contract dated October 30, 1974.

2. It is understood and agreed that the work will be done without expense to the landowner. 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 paragraph 1.

3. 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.

4. It is mutually understood that this agreement does not constitute a perpetual maintenance obligation by the county for the landowners property.
5. Landowner agrees that fence built on county right-of-way shall be removed and replaced at no expense to the county if maintenance or construction work is necessary.
6. Landowner agrees that his fence construction and use of county right-of-way is for his own convenience and does not constitute abandonment of the subject right-of-way for road purposes.

RECOMMENDED FOR APPROVAL

John C. Calhoun
County Engineer

LANDOWNER

Kenneth McDonald

Sworn and Subscribed before me by Kenneth McDonald on Dec. 11, 1975

Margaret Kohlhaas
Clerk of Court

SEAL OF DISTRICT COURT IOWA

ATTEST:

George T. Hawkins
County Auditor

BOARD OF SUPERVISORS:

J. W. Calhoun
Chairman

DATE: 12-16-75

DATE: 12-16-75