FILED NO. 2012
BOOK 30 PAGE 300
1973 DEC 19 AM 11:44
MARY E. WALLY
RECORDER
MADISON COUNTY, IOWA
3 pgs
no fee

AGREEMENT

This agreement made and entered into this 13th day of December, 1973, by and between Dwight Casper, single, and Robert E. Casper and Gretchen Casper, husband and wife, hereinafter designated Party of the First Part, and Madison County.

1. Party of the First Part hereby sells to Madison County for the sum of $6000 all of the rock located upon and under the following described real estate:

> Commencing at the Northeast corner of the Northwest Quarter (¼) of Section Twenty (20), Township Seventy-six (76) North, Range Twenty-seven (27) West of the 5th P. M.; thence West 1313.9 feet to the centerline of the present county road; thence S0°55'W 720 feet along the centerline of the present road to the point of beginning; thence S0°55'W 775 feet; thence N89°05'W 575 feet; thence N44°05'W 260 feet; thence N0°55'E 300 feet; thence N45°55'E 400 feet; thence S89°05'E 500 feet to the point of beginning. The north line of the Northwest Quarter (¼) of said Section Twenty (20) assumed to bear N90°00'E.

Madison County shall have the right to enter said real estate for the purpose of operating a quarry and the removal of all available rock.

2. Party of the First Part further agrees to extend the completion date of the agreement of June 28, 1969, concerning the tract of land to the South of this described parcel to coincide with the provisions of this agreement.

3. Party of the First Part agrees to waive any claim to trees removed by quarry operations and agrees to their disposal by Madison County on the site if required.

4. Madison County agrees to operate the quarry in a workmanlike manner and to return the site to a condition suitable to be seeded to pasture for livestock as soon as practical during and after quarry operations. Final ground elevations shall be lowered throughout the tract due to removal of the rock, and the entire site elevations shall be adjusted as required to provide adequate drainage.

5. Madison County agrees to complete removal of the rock from the area described in the Agreement of June 28, 1969, and to shape this area to blend with the remainder of the tract.

6. Party of the First Part agrees to maintain the perimeter fence on the tract.

7. It is mutually understood that this agreement does not constitute a perpetual maintenance obligation by Madison County for the parcel.

8. Madison County agrees to hold ~~Madison County~~ Party of the first part harmless against any and all claims arising from quarry operations on the tract.

9. Party of the First Part agrees to hold Madison County harmless against any and all claims for damage caused by quarry operations to farming and livestock operations on the tract.

10. In consideration of the above, Madison County agrees to pay to Party of the First Part the sum of $6000, which shall be full compensation and consideration for all provisions of the agreement, which payment shall be due upon execution of this agreement and receipt of agency approvals by Madison County to operate a quarry on the tract.

11. Said agreement shall terminate upon completion of the described quarry operations and grading of the tract.

PARTY OF THE FIRST PART

Dwight Casper

Dwight Casper

Robert E. Casper

Robert E. Casper

Gretchen Casper

Gretchen Casper

MADISON COUNTY BOARD OF SUPERVISORS

Herb S. Callison

Chairman

John W. Mahan

Member

O.C. Willcox

Member

ATTEST:

George F. Thuesen

Madison County Auditor

Date: 12-17-73

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

STATE OF IOWA, Madison COUNTY, ss:

On this 13th day of December, A. D. 19 73, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Dwight Casper and Gretchen Casper

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.

FAYOLA McKEE
My Commission Expires
9-30-76

Fayola McKee

Notary Public in and for the State of Iowa

IOWA STATE BAR ASSOCIATION
Official Form No. 11 (Trade-Mark Registered, State of Iowa, 1967)
K-3729 This Printing: November 7, 1973

(Section 558.39, Code of Iowa)

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

STATE OF IOWA, Madison COUNTY, ss:

On this 17th day of December, A. D. 1973, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Robert E. Casper, Herb W. Callison, O.C. Willcox, John Mahan

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.

FAYOLA McKEE
My Commission Expires
9-30-76

Fayola McKee

Notary Public in and for the State of Iowa

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