

Miscellaneous Record, No. 24, Madison County, Iowa

NOTARIAL
 Jun 28 1947.

Robert Baur & wife et al
 To

#3032

Anna Corman Notary Public
 in and for Madison County, Iowa.
 Filed for record the 28 day of June
 A. D. 1947 at 11:15 o'clock A. M.

Fee \$ 1.40

W. D. Fletcher & wife et al

Wilma M. Wade, Recorder

AGREEMENT

THIS AGREEMENT, Made and entered into by and between Robert Baur and Hettie Baur, Husband and wife, and R. Edward Baur and Lorraine Baur, Husband and wife, Parties of the First Part and W. D. Fletcher and Erabelle Fletcher, Husband and wife, and Willis Fletcher and Mary Elizabeth Fletcher, Husband and wife, Parties of the Second Part, WITNESSETH:

WHEREAS, first parties are now the owners of certain real estate located in Sections Thirty-five (35) and Thirty-six (36), Township Seventy-seven (77) North, Range Twenty-seven (27) West of the 5th P.M., Madison County, Iowa, and,

WHEREAS, second parties are now the owners of certain real estate located in Sections Thirty-five (35) and Thirty-six (36), Township Seventy-seven (77) North, Range Twenty-seven (27) West of the 5th P.M., and real estate located in Sections One (1) and Two (2), Township Seventy-six (76) North, Range Twenty-seven (27), West of the 5th P.M., all in Madison County, Iowa, and,

WHEREAS, a river known as North River now flows throught said lands belonging to the parties hereto, and,

WHEREAS, a dispute has arisen between the parties hereto with reference to the diversion of the waters of said North River and the flood and overflow waters therefrom by means of dikes and other artificial means, and,

WHEREAS, the parties hereto are desirous of settling their differences in a amicable manner.

NOW THEREFORE, it is agreed by and between the parties hereto as follows, to-wit:

1. All of the parties hereto agree to immediately remove any dikes, piers or artificial obstructions which they may have erected or caused to be erected which interfere with the natural flow of the waters, including the overflow or flood waters of the said North River.

2. The parties hereto further agree to straighten the course of the said North River by digging and maintaining a new channel from a point commencing just East of the present Iron Bridge across North River on County Road designated "H", thence in an East of Northeasterly direction to a marked Hackberry Tree on the East side of said river, the same being about One Hundred Fifty (150) yds, from said bridge and thence in an East of Northeasterly direction approximately Sixty (60) rods to intersect with the present channel of North River at a point where a large Walnut Tree now stands on the West bank of said river.

3. The parties hereto agree that the costs of digging said new channel shall be paid as follows:

W.D. Fletcher is to pay the sum of Two Hundred Fifty Dollars (\$250.00) to apply toward the costs of said digging and R. Edward Baur is to pay the balance of the costs of said digging. Said channel is to be dug as soon as a machine can be found available and the dug channel to be at least Twenty (20) feet wide at the top and to be at least Fourteen (14) feet in depth. The dirt from the digging of said channel shall be distributed on both sides of the new channel

4. The parties hereto agree that at the time of the construction of the new channel, the old or present channel of North River shall be filled from dirt on both sides to a level of approximately that of the surrounding land, in such a manner as to force the water of North River to flow through the new channel and to provide a roadway for ingress and egress to the land lying between the old channel and the new channel. Said fill shall be made at or near the location of the old bridge which is to the North and East of the present Iron Bridge across North River. Second parties are to have an easement of ingress and egress from said

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highway No. "H" to and across said fill in the old channel of North River.

5. The parties hereto further agree that the Board of Supervisors of Madison County, Iowa, and/or the Iowa State Highway Commission shall have the right without objection or interference on the part of any of the parties hereto, to build and maintain a new and higher grade on said Highway No. "H" North of the present Iron Bridge hereinbefore referred to, said grade to be at least as high as the present floor of said bridge, said grade to have a suitable opening toward the North end thereof to provide for drainage and the flow of water. The parties further agree that on the grade on the said highway No. "H", South of the Iron Bridge hereinbefore referred to, said authorities shall have the right without objection or interference on the part of any of the parties hereto, to construct an opening at least One Hundred (100) feet in width, at such a point as may be determined by said authorities, but to be between the South edge of the timber now owned by Robert Baur on the West side of said highway and the corner known as the "Fletcher Store Corner", but this agreement and consent is given by the parties of the second part subject to the condition that said opening last mentioned shall be at least One Hundred (100) feet in width and subject to the condition that the same shall not be constructed unless an opening is constructed on said highway North of the said Iron Bridge as hereinbefore referred to in this paragraph. X

6. It is further agreed by and between the parties hereto that none of the parties hereto, their grantees, heirs or personal representatives shall construct any dike or other artificial barrier along or in North River which interferes with the natural flow of the waters of North River or the flood waters thereof on land now owned by them in said Sections Thirty-five (35) and Thirty-six (36) and One (1) and Two (2), without the written consent of the other parties hereto, their grantees, heirs or personal representatives.

7. It is further agreed by and between the parties hereto that the parties hereto hereby cancel and relinquish any and all claims of any nature or description which they may have or claim to have against the other on account of damages to their land, property or crops on account of any interference or claimed interference by the other party with the natural flow of the waters of North River or the flood or overflow waters thereof, up to this time.

Dated at Winterset, Iowa, this 27th day of June, A.D. 1947.

SECOND PARTIES

W D Fletcher
W. D. Fletcher
Erabelle Fletcher
Erabelle Fletcher
Willis Fletcher
Willis Fletcher
Mary Elisabeth Fletcher

FIRST PARTIES

Robert Baur
Robert Baur
Hettie Baur
Hettie Baur
R Edward Baur
R. Edward Baur
Lorraine Baur
Lorraine Baur

STATE OF IOWA COUNTY OF MADISON) ss

On this 27th day of June, A.D. 1947, before me Daniel J. Gallery, a Notary Public in and for the County of Madison, State of Iowa, personally appeared W. D. Fletcher and Erabelle Fletcher, husband and wife, and Willis Fletcher and Mary Elisabeth Fletcher, husband and wife, to me known to be the identical persons named in and who executed the foregoing instrument, and acknowledged that they executed the same as their voluntary act and deed.

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

(Notarial Seal)

Daniel J Gallery, Notary Public
in and for Madison County, State of Iowa.

STATE OF IOWA COUNTY OF MADISON) ss

On this 27 day of June, A.D. 1947, before me Shirley A. Webster, a Notary Public in and for the County of Madison, State of Iowa, personally appeared Robert Baur and R. Edward Baur and Lorraine Baur, husband and wife to me known to be the identical persons named in and who executed the foregoing instrument, and acknowledged that they executed the same as their voluntary act and deed.

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

(Notarial Seal)

Shirley A. Webster Notary Public
in and for Madison County, State of Iowa.

STATE OF IOWA COUNTY OF MADISON) SS

On this 28 day of June, A.D. 1947, before me Shirley A. Webster, a Notary Public in and for the County of Madison, State of Iowa, personally appeared Hettie Baur to me known to be identical person named in and who executed the foregoing instrument, and acknowledged that she executed the same as her voluntary act and deed.

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

NOTARIAL
and year last
SEAL

Shirley A. Webster Notary Public
in and for Madison County, State of Iowa.