

**CERRO GORDO COUNTY
DRAINAGE WORK ORDER**

Work Order No.: 2025 01 16 01
Date Filed: 1-16-2025

To: Cerro Gordo County Board of Supervisor's
It is hereby requested that changes be made on:

Drainage District: 31

Lateral: Lat 1L

Assessable District: _____

Diameter of Tile: 32" or 36"

Tile Material: _____

Section, Township, Range: _____

Qtr - Qtr: _____

Requested by: Nick Rooney + Mark Nelson
 Owner Tenant Other

Address: _____

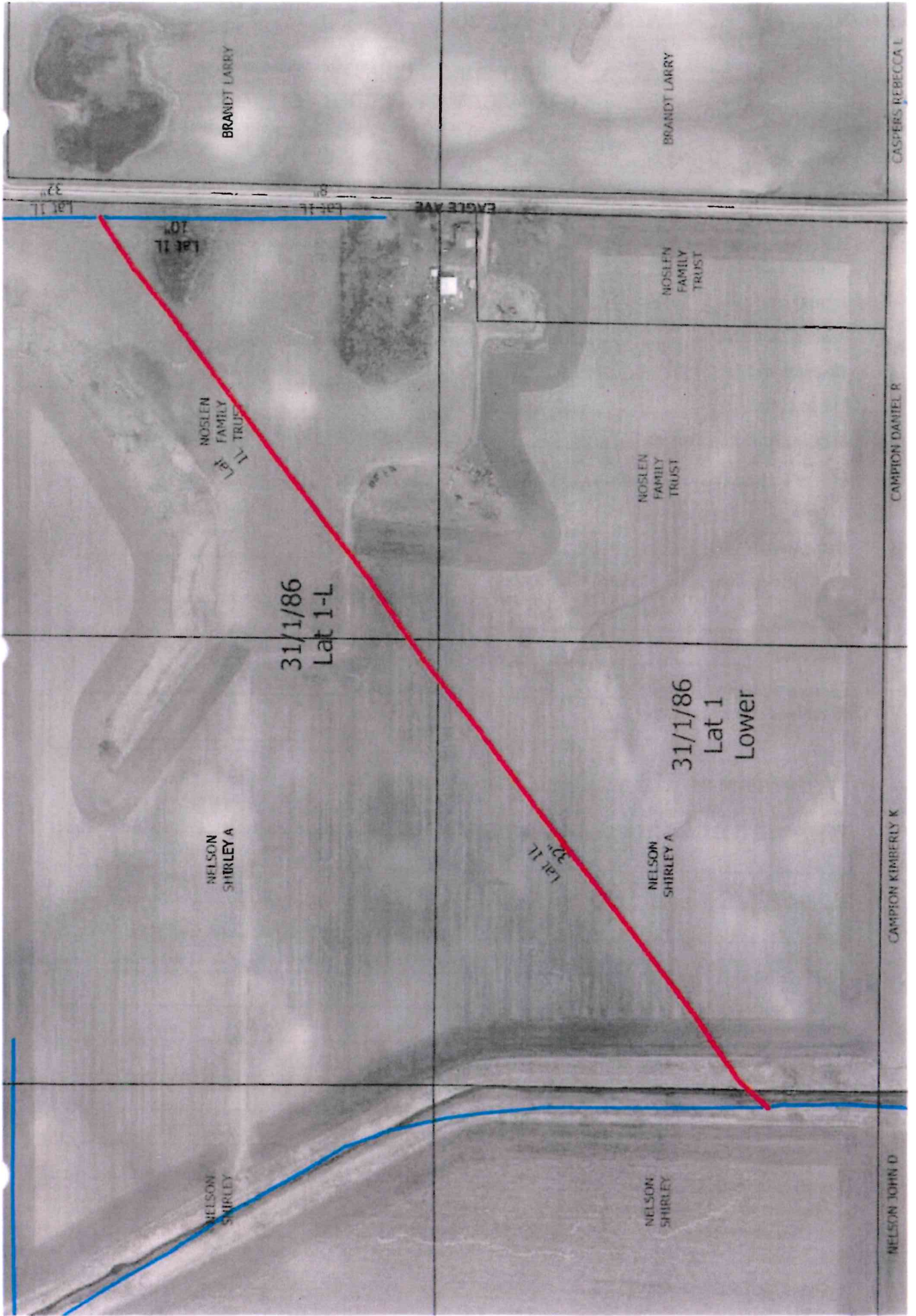
Phone No.: _____

Landowner Name: Shirley Nelson
(if different from requestor)

Contractor Assigned: <u>Lambertsen Excavating</u>
Engineer Appointed: _____
Date Engineer Appointed: _____
Attorney Appointed: _____
Date Attorney Appointed: _____
Coordinates: Latitude _____
Longitude _____
Vendor Paid: _____
Total Amount Paid: _____
Date Paid: _____
Date Completed: _____

Chairman's Signature: _____

Problem: Lambertsen Excavating is doing work in DD 31 + they came across a hole that needs fixed on Shirley Nelson's land. (Mark's aunt). This tile has been fixed before - the map shows 32" tile but it has been fixed w/ 36".



BRANDT LARRY

BRANDT LARRY

CASPERS REBECCA L

Lat 11
32

Lat 11
31

EAGLE AVE

Lat 11
30

NOSLEN
FAMILY
TRUST
11

NOSLEN
FAMILY
TRUST

NOSLEN
FAMILY
TRUST

CAMPION DANIEL R

31/1/86
Lat 1-L

31/1/86
Lat 1
Lower

NELSON
SHIRLEY A

Lat 11
30

NELSON
SHIRLEY A

CAMPION KIMBERLY K

NELSON
SHIRLEY

NELSON
SHIRLEY

NELSON JOHN D

AGREEMENT

THIS AGREEMENT is made and entered into this 1st day of February 2025, by and between Barkema Land Company of Forest City, Iowa and Cerro Gordo County, Iowa, hereinafter called "County", and,

WHEREAS, on February 1, 2025, the parties hereto entered into an agreement, which provided in part that said parties renew this lease agreement further defining the rights and obligations of the parties hereto with respect to the County stockpiling rock on property owned by Rodney L. and Kathryn E. Barkema, known as Barkema Land Company, and,

WHEREAS, the parties hereto desire to renew this lease agreement covering such rights and obligations of the parties,

NOW, THEREFORE, in consideration of the mutual covenants and promises of the parties hereto and for the other good and valuable consideration, the parties hereto respectively agree as follows:

1. That for a period of one year from the date of execution of this lease agreement, Rodney L. and Kathryn E. Barkema of Barkema Land Company, hereby grant, and the County accepts for the purpose of stockpiling rock, the use of a parcel of land located in the NE1/4 NE1/4 of Section 31, Union Township. It is understood and agreed by the parties hereto that the County shall have rights of ingress and egress to said area and shall further have the right to stockpile rock and remove same in said area provided that said rock shall be used solely for County purposes. It is further understood the County will use 1847 170th Street as the entrance location onto this property. The County has previously removed a minimum of 6" of topsoil material from the stockpile site and placed it in an area approved by both parties. Upon completion of said lease agreement, the County will remove as much rock from the stockpile area as practical and place and level the topsoil material over the stockpile site.
2. It is understood and agreed by the parties hereto that the rights granted herein to County shall continue only so long as Rodney L. & Kathryn E. Barkema continue to own and operate the land as stipulated in paragraph 1.
3. County agrees to pay to Barkema Land Company the sum of \$1,300.00 (one thousand three hundred dollars) for the term of this agreement. Term of agreement is stipulated in paragraph one.
4. County agrees to hold Barkema Land Company harmless and indemnify Rodney L. & Kathryn E. Barkema from any and all liabilities of whatsoever kind and nature in any manner arising from use of the leased premises by County including but not limited to the stockpiling of material or removal of said material.
5. County agrees that in the exercise of the rights and privileges granted herein County will not unreasonably interfere with the normal farming operations of the landowner.
6. This agreement and the rights and obligations provided hereunder may be renewed each year and may be amended from time to time by the parties hereto in writing.

RODNEY L. BARKEMA, Property Owner
For Barkema Land Company

KATHRYN E. BARKEMA, Property Owner
For Barkema Land Company

Rodney L. Barkema

Kathryn E. Barkema

COUNTY OF CERRO GORDO, IOWA

By: _____
Chairman, Board of Supervisors

ATTEST:

By: _____
County Auditor