Jim Hoeger
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Earlville, IA 52041

Preparer Information David C. Tracey 105 N. Franklin St. Manchester 319/927-4925

DELAWARE COUNTY, IOWA
FILED
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DELAWARE COUNTY RECORDER
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DRAINAGE AGREEMENT

COME NOW James E. Hoeger and Diane M. Hoeger, husband and wife, hereinafter referred to as First Parties, and Dennis E. Morris, a single person, hereinafter referred to as Second Party, and agree as follows:

WHEREAS: First Parties are the owners of the following described real estate located in Delaware County, Iowa, to-wit:

> West Half (W½) of the Southwest Quarter (SW¼), Southeast Quarter (SE¼) of the Southwest Quarter (SW¼), Northwest Quarter (NW¼) of the Southwest Quarter (SW¼), in Section Thirteen (13); East Half (E½) of the Southwest Quarter (SW¼) of Section Fourteen (14), all being in Township Eighty-eight (88) North, Range Four (4), West of the Fifth P.M.;

WHEREAS: Second Party is the owner of the following described real estate located in Delaware County, Iowa, to-wit:

> East Half (E½) of the Northeast Quarter (NE¼), Section Twenty-three (23), Township Eighty-eight (88) North, Range Four (4), West of the Fifth P.M.;

WHEREAS: the above described parcels of real estate are adjoining and the drainage of said real estate is of mutual interest to the parties;

NOW THEREFORE: the undersigned, in consideration of their mutual promises and other good and valuable consideration, including the proper drainage of the land above described owned by the respective parties and including the benefits which they mutually receive by reason of this mutual drainage agreement do hereby jointly and severally bind themselves, their heirs, successors and assigns to the following provisions as set out herein:

1. Second Party hereby grants unto First Parties a perpetual easement to attach and connect their 5 inch tile to his tile as shown on the Exhibit "A" attached hereto, and by this reference made a part hereof.

2. All tile is presently in existence and it shall be the duty of each party to properly maintain the tile located on their land.

3. It is further agreed that the parties hereto shall have the right of ingress and egress across the real estate of each other at any reasonable time for the sole purpose of making an inspection of any portion of the drainage system to determine the need for maintenance and/or repair for conditions that might adversely affect the proper operation of his mutual drain.

4. This agreement shall run with the land.

Dated this 4th day of January, 1999.

FIRST PARTIES

James E. Hoeger

Diane M. Hoeger

SECOND PARTY

Dennis E. Morris

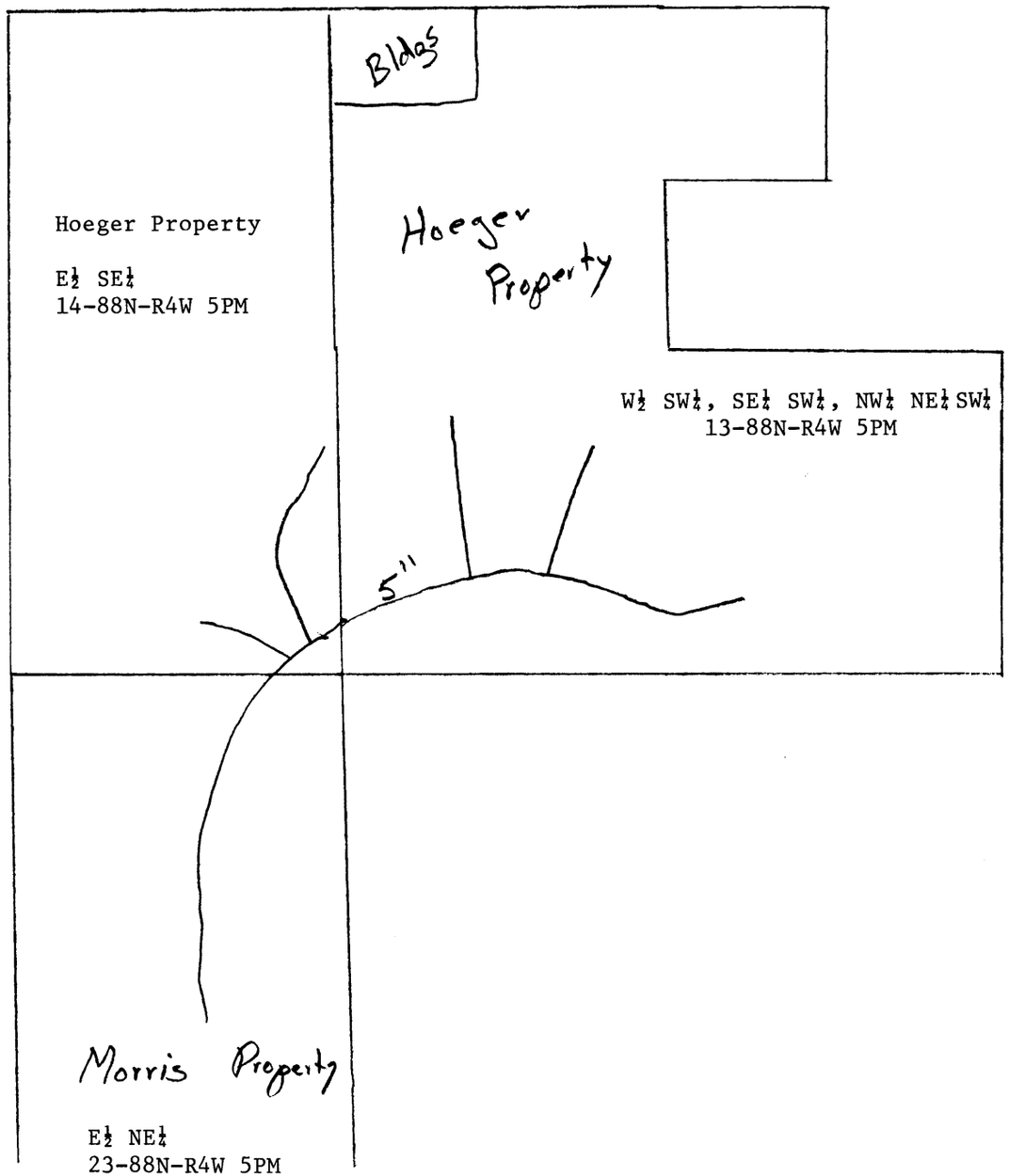
EXHIBIT "A"

T-88-N R-4-W

Section 23, 14, 13

Delaware County, Iowa

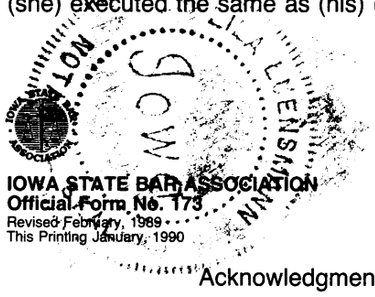




FOR THE LEGAL EFFECT OF THE USE
OF THIS FORM, CONSULT YOUR LAWYER

STATE OF IOWA, DELAWARE COUNTY, ss:

On this 4th day of January, A.D. 19 99, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared James E. Hoeger, Diane M. Hoeger & Dennis E. Morris, to me known to be the person named in and who executed the foregoing instrument, and acknowledged that (he) (she) executed the same as (his) (her) voluntary act and deed.



Lila Luensmann

Lila Luensmann, Notary Public in and for said State.

IOWA STATE BAR ASSOCIATION
Official Form No. 173
Revised February, 1989
This Printing January, 1990

(Section 558.39, Code of Iowa)

Acknowledgment: For use in case of natural persons acting in their own right