Book 2009 Page 3057
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DEBORAH L PEYTON, RECORDER/REGISTRAR
DELAWARE COUNTY IOWA

TILE AGREEMENT

Recorder's Cover Sheet

Preparer Information:
Thomas J. Hanson
Attorney at Law
401 East Main Street
Manchester, Iowa 52057
(563) 927-5920

Taxpayer Information:
Jeffrey Zumbach
2733 170th Avenue
Manchester, Iowa 52057

Return Address
Thomas J. Hanson
Attorney at Law
401 East Main Street
Manchester, Iowa 52057

Grantors:
LaVerne J. Eike

Grantees:
EJZ, L.L.C.

Legal Description: Page 2

TILE AGREEMENT

THIS AGREEMENT entered into this 3rd day of August, 2009 by and between LaVerne J. Eike, a single person (hereinafter Eike) and EJZ, L.L.C., a Limited Liability Company (hereinafter EJZ).

WITNESSETH:

WHEREAS, Eike is the owner of the following described real estate located in Delaware County, Iowa:

> The Northwest Quarter (NW¼) of Section Twenty Nine (29), Township Eighty Eight (88) North, Range Five (5), West of the 5th P.M.;

WHEREAS, EJZ is the owner of the following described real estate located in Delaware County, Iowa:

> The Southwest Quarter (SW¼) of Section Twenty Nine (29), Township Eighty Eight (88) North, Range Five (5), West of the 5th P.M. except the South 330 feet of the West 660 feet of the Northwest Quarter (NW¼) of the Southwest Quarter (SW¼) thereof and further except the North 330 feet of the West 660 feet of the Southwest Quarter (SW¼) of the Southwest Quarter (SW¼) thereof;

AND WHEREAS, the parties wish to enter into an agreement regarding a tile main running over and across the Eike property which shall serve both parties to this agreement.

NOW, THEREFORE, in consideration of the mutual promises made herein and the mutual benefits to be gained by the parties they agree as follows:

1. Eike hereby grants onto EJZ, its successors and assigns, the right to lay, install and maintain a drainage tile main over and across the Eike property as described herein. Said tile main consists of approximately 1,080 feet of 12 inch tile, approximately 204 feet of 10 inch tile, approximately 80 feet of 8 inch tile and approximately 1,503 feet of 6 inch tile.

2. Eike hereby grants onto EJZ, its successors and assigns, the right to enter onto the Eike property for the purpose of repairing, inspecting and maintaining said tile line. The parties agree that only field drainage shall be channeled into the tile main.

3. EJZ grants onto Eike the right to hook into the tile main in the area of the 10 inch tile and 12 inch tile.

4. In the event that repairs, replacement or maintenance of the 6 inch tile and 8 inch tile are required in the future, EJZ, its successors and assigns, agree to pay 100% of the cost of any such repair, replacement or maintenance of said 6 inch tile and 8 inch tile. EJZ, its successors and assigns, agree that following any inspection, repair, replacement or maintenance of said tile line that they shall return the premises to its previously existing condition and pay the cost of any crop damage done during any inspection, repair, replacement or maintenance.

5. In the event that repairs, replacement or maintenance of the 10 and 12 inch tile are required in the future, EJZ, its successors and assigns, agree to pay 60% of the cost of such repair, replacement or maintenance and Eike, his heirs, successors and assigns agree to pay 40% of the cost of any such repair, replacement or maintenance. In addition, following any inspection, repair, replacement or maintenance of said 10 inch and 12 inch tile line, the premises shall be returned to its previously existing condition with EJZ paying 60% of said cost and Eike paying 40% of said cost. Also, EJZ, its successors and assigns agree to pay 60% of the cost of any crop damage done during any such inspection, repair, replacement or maintenance.

6. The parties agree that this agreement shall be a covenant running with the land and shall bind and benefit all future owners.

EJZ, L.L.C., A Limited Liability Company

LaVerne Eike

LaVerne Eike

Jeffrey Zumbach, manager BJZ LLC.

By: Jeffrey Zumbach

STATE OF IOWA, COUNTY OF DELAWARE, ss:

On this 3rd day of ~~July~~ August, 2009, before me, the undersigned, a Notary Public in and for said State, personally appeared, LaVerne Eike, a single person, to me known to be the identical person named in and who executed the foregoing instrument and acknowledged that they executed the same as her voluntary act and deed.

THOMAS J. HANSON
Commission Number 115040
My Commission Expires
September 22, 2010

Notary Public in and for the State of Iowa

STATE OF IOWA, COUNTY OF DELAWARE, ss:

On this 4th day of ~~July~~ August, 2009, before me, a Notary Public in and for the said State, personally appeared Jeffrey Zumbach, to me personally known, who being by me duly sworn did say that that person is the Manager of said limited liability company, and that said instrument was signed on behalf of the said limited liability company by authority of its Manager and the said Jeffrey Zumbach acknowledged the execution of said instrument to be the voluntary act and deed of said limited liability company by it voluntarily executed.

Tracy L Fonck

Notary Public in and for the State of Iowa

NOTARIAL SEAL IOWA

TRACY L. FONCK
Commission Number 223445
My Commission Expires
7-8-2011