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Daneen Schindler, RECORDER/REGISTRAR
DELAWARE COUNTY IOWA

Preparer:
Information & Return to: Thomas J. Hanson, 401 East Main Street, Manchester, (563) 927-5920
Individual's Name Street Address City Phone
Thomas J. Hanson, ICIS PIN No: AT0003249

SPACE ABOVE THIS LINE
FOR RECORDER

TILE EASEMENT AND AGREEMENT

This Agreement entered into this 26th day of December, 2019 by and Randle R. Fiddelke and Barbara J. Fiddelke, husband and wife (hereinafter "First Parties") and Leon Goerdt, a single person (hereinafter "Second Party")

WHEREAS, First Parties are the owners of real estate located in Delaware County, Iowa and legally described as follows:

> The Southwest Quarter (SW¼) of the Northwest Quarter (NW¼) of Section 22, Township 89 North, Range 6, West of the 5th P.M.;

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

> The North one-half (N½) of the Northwest Quarter (NW¼) of Section 22, Township 89 North, Range 6, West of the 5th P.M. except that part conveyed pursuant to Warranty Deed recorded August 28, 2012 in Book 2012, Page 2689.

AND WHEREAS, First Parties have installed a drainage tile line partially on real estate owned by First Parties and Second Party and the parties wish to enter into an easement agreement to establish rights and responsibilities with regard to said tile line.

NOW, THEREFORE, for mutual considerations and the considerations hereinafter set out, it is hereby agreed by and between the parties hereto as follows:

1. Second Party does hereby grant onto First Parties, their heirs, successors and assigns an easement over and across the southerly twenty (20) feet of Second Party's real estate that is adjacent to the north boundary line of First Parties' real estate. First Parties are granted the right to install and maintain that portion of the tile line located on Second Party's real estate.

2. Second Party grants onto First Parties, their heirs, successors and assigns the right to enter onto Second Party's real estate for the purposes of inspection, maintenance repair and/or replacement of said drainage tile line, together with the right to enter thereon at all reasonable times for said purposes and for the purpose for keeping said tile drainage system in proper operating condition.

3. Second Party will have no obligation to inspect, repair, maintain or replace said tile line and all expenses for installation, maintenance, repair or replacement of said drainage tile line shall be paid by First Parties their heirs, successors and assigns.

4. The parties agree that this agreement and the rights and obligations contained herein shall be binding upon the parties hereto, their heirs, successors and assigns.

First Parties

Randle R. Fiddelke

Barbara J. Fiddelke

Second Party

Leon Goerdt

STATE OF IOWA, COUNTY OF DELAWARE, ss:

On this 26th day of December, 2019 before me, the undersigned, a Notary Public in and for said State, personally appeared Randle R. Fiddelke and Barbara J. Fiddelke, 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.

JANE E HANSON
NOTARIAL SEAL
Commission Number 791553
My Commission Expires
August 12, 2021
IOWA

Notary Public in and for the State of Iowa

STATE OF IOWA, COUNTY OF DELAWARE, ss:

On this 26th day of December, 2019 before me, the undersigned, a Notary Public in and for said State, personally appeared Leon Goerdt, a single person to me known to be the identical person named in and who executed the foregoing instrument and acknowledged that he executed the same as his voluntary act and deed.

JANE E HANSON
NOTARIAL SEAL
Commission Number 791553
My Commission Expires
August 12, 2021
IOWA

Notary Public in and for the State of Iowa