



Document 2024 1356

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INDX  
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BRANDY MACUMBER, COUNTY RECORDER  
MADISON COUNTY IOWA

CHEK

EV Prepared by and return to: Nathan Barber, Belin McCormick, 666 Walnut Street, Suite 2000, Des Moines, IA 50309; (515) 283-4676

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### TILE LINE EASEMENT AGREEMENT

This Tile Line Easement Agreement (“Agreement”) is made as of the day of June 14, 2024, by and between Matthew S. Heckman (“Grantor”), and Wes Pieper (“Grantee”).

A. Grantor is the titleholder of real property legally described on Exhibit A, which is attached hereto and incorporated herein by this reference (the “Property”).

B. Grantor has agreed to grant Grantee, as owner of adjacent property, the right to maintain a tile drainage line across a portion of the Property legally described at Exhibit B (the “Easement Area”).

C. All rights, privileges, and burdens created or imposed upon Grantee shall likewise bind and inure to the benefit of the successors-in-interest, assigns, and mortgagees of Grantee.

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Grant.** Grantor hereby grants to Grantee a perpetual, non-exclusive easement on, over, across, and through the Easement Area for purposes of installing, constructing, maintaining, repairing, and replacing a tile drainage line.

2. **Maintenance.** Grantee, at its sole cost and expense, shall install, maintain, and repair, as necessary, the drainage tile on the Property, and shall repair the damage to the Easement Area caused by such installation, maintenance, or repair. The tile line installed by Grantee shall at all times be the sole and separate property of Grantee. Grantee shall, upon completion of any construction, reconstruction, repair, or maintenance of any portion of the Easement Area, or land appurtenant thereto, restore such portion of the Easement Area or such appurtenant areas in a good

and workmanlike manner, and in a condition comparable to its condition before construction, reconstruction, maintenance, repair, or alteration.

**3. Erection of Structures Prohibited.** Grantor shall not erect or construct any building, structure or other improvement in the Easement Area which will interfere with the operation of the tile drainage line without obtaining Grantee's prior written approval.

**4. Change of Grade Prohibited.** Grantor shall not change the grade, elevation or contour of any part of the Easement Area in a manner that materially obstructs or impedes the operation of the tile drainage line without obtaining Grantee's prior written approval.

**5. Right of Access.** Grantee and its agents, contractors, and representatives (the "Related Persons") shall have the right to enter onto the Easement Area in order to repair, replace or fix the drain tile line.

**6. Indemnification.** As part of the consideration for the easement rights granted herein, Grantee hereby agrees to defend, indemnify, and hold Grantor harmless from any and all claims, lawsuits, demands, liabilities, damages, losses, costs and expenses, including, without limitation, reasonable attorneys' fees, asserted against or incurred by Grantor due to any injury occurring to persons or property and arising from or related to the use of the Easement Area by Grantee or any Related Person, except to the extent caused by Grantor's intentional, reckless, or negligent acts, or the intentional, reckless, or negligent acts of Grantor's tenants, invitees, licensees, contractors, agents, and representatives.

**7. Enforcement.** Any party to this Agreement may enforce it against another party by seeking injunctive relief, specific performance, or any other remedy available at law or in equity. The parties agree that, in the event of a default by any party under the terms of this Agreement, the other parties will be irreparably harmed and such parties' damages will be extremely difficult or impossible to ascertain or quantify with precision. The parties specifically agree that, in the event of a default by any party under the terms of this Agreement, the other parties shall be entitled to specific performance to enforce the terms of this Agreement, including, without limitation, the right to obtain a temporary or permanent injunction without the requirement of a bond, in addition to any other remedy that may be available at law or in equity. In the event of litigation to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to recover its costs of litigation, including, without limitation, reasonable attorney's fees.

**8. Binding Effect.** This Agreement shall run with the land, and shall inure to the benefit of, and be binding upon, the parties hereto, their tenants and their respective heirs, personal representatives, successors, mortgagees, and assigns.

**9. Entire Agreement.** This Agreement constitutes the entire Agreement and understanding between the parties relating to the subject matter hereof, superseding all earlier agreements or representations, oral or written.

**10. Amendment.** Any change or amendment to this Agreement shall be effective only if it is in writing and signed by all of the parties to this Agreement, and properly recorded.

**11. Waiver.** Any failure, forbearance, delay, or omission to exercise any rights under this Agreement in the event of a breach of any term of this Agreement shall not be deemed to be a waiver by any party of such term or any subsequent breach of the same or any other term, or of any rights of any party under the terms of this Agreement.

**12. Severability.** If any provision of this Agreement, or the application of it to any circumstance, is found to be invalid, the remainder of the provisions of this Agreement, or the application of such provision to other circumstances than those to which it is found to be invalid,

as the case may be, shall not be affected. Moreover, if such invalidity is based upon its scope or breadth, a court of competent jurisdiction shall be empowered to reform such provision(s) to make the same effective to the fullest scope or breadth permitted by law.

**13. Governing Law.** This Agreement shall be construed in accordance with the State of Iowa.

**14. Headings.** The article and section headings in this Agreement are for convenience only, shall in no way define or limit the scope or content of this Agreement, and shall not be considered in any construction or interpretation of this Agreement or any part thereto.

[End of Agreement; Signature Pages to Follow]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

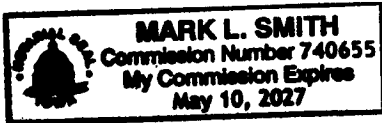
GRANTOR:

*Matthew S. Heckman*

Matthew S. Heckman

STATE OF IOWA            )  
  ) SS:  
COUNTY OF                )

This instrument was acknowledged before me on the *14<sup>th</sup>* day of *June*, 2024 by Matthew S. Heckman.



*Mark L. Smith*

, Notary Public

[Signature Page Continues on Next Page]

GRANTEE:

*W. Pieper*

Wes Pieper

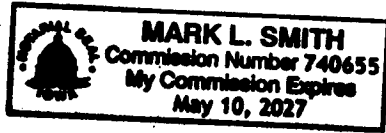
STATE OF IOWA )

) SS:

COUNTY OF )

This instrument was acknowledged before me on the *14<sup>th</sup>* day of *June*, 2024 by Wes Pieper.

*M. L. Smith*



, Notary Public

## EXHIBIT A

### LEGAL DESCRIPTION OF THE PROPERTY

Parcel "AE" located in the North Half ( $\frac{1}{2}$ ) of the Southwest Quarter ( $\frac{1}{4}$ ), and in the Southeast Quarter ( $\frac{1}{4}$ ) of the Southwest Quarter ( $\frac{1}{4}$ ) of Section Thirteen (13), Township Seventy-seven (77) North, Range Twenty-six (26) West of the 5<sup>th</sup> P.M., Madison County, Iowa, containing 68.093 acres, as shown in Plat of Survey filed in Book 2021, Page 1144 on March 19, 2021, in the Office of the Recorder of Madison County, Iowa

**EXHIBIT B**  
**EASEMENT AREA**  
**SEE PLAT ATTACHED**

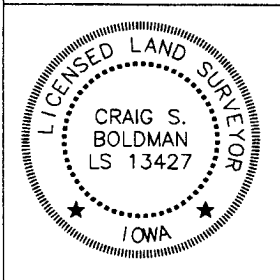
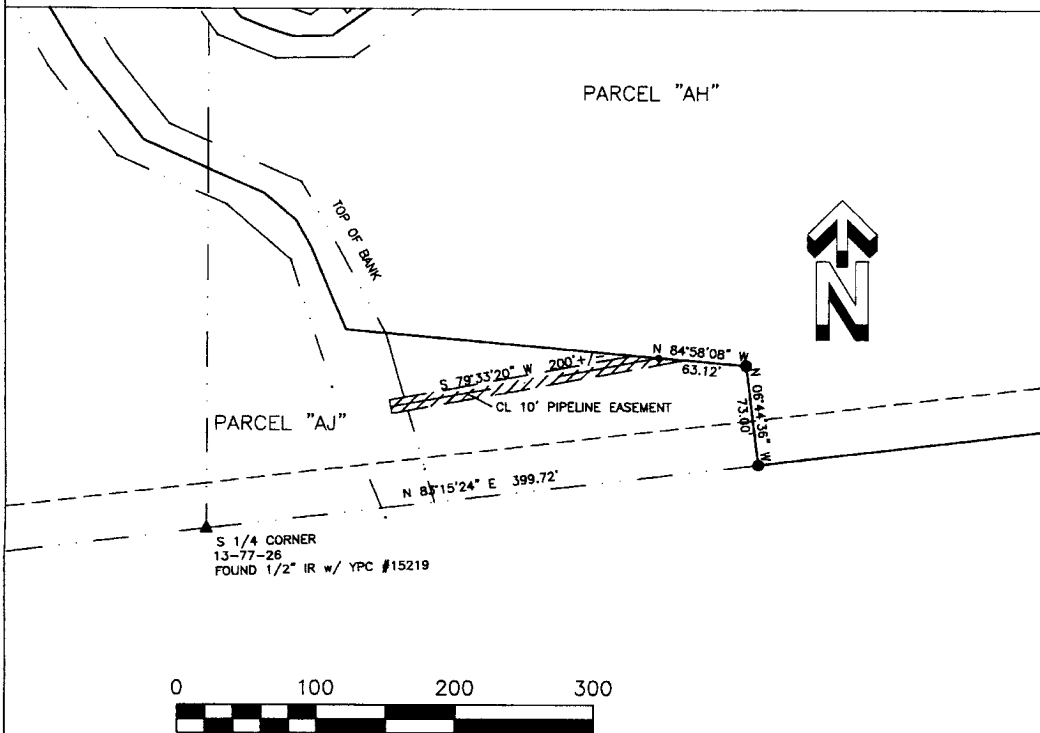
# INDEX LEGEND

|   |
|---|
| Location:: SW 1/4 SE 1/4 13-77-26           |
| Requestor: Matt Heckman                     |
| Proprietor: Wes Pieper                      |
| Project: 24004 Date of Survey: 5/10/24      |
| Surveyor Co: Boldman Surveying & Consulting |
| Prepared by/Return to: Craig S. Boldman     |
| 521 West Green Street, Winterset, Ia 50273  |
| Phone/fax: 515-462-9242                     |

## Plat of Survey for a Drainage Tile Easement

A 10.00' wide Easement for Drainage Tile Purposes in all that Part of Parcel "AJ" in part of the West One-half (W 1/2) of the Southwest Quarter (SW 1/4) of the Southeast Quarter (SE 1/4) lying Easterly of Badger Creek all in Section 13, Township 77 North, Range 26 West of the 5th P.M, Madison County, Iowa, and whose Centerline is described as follows:

Commencing at the South 1/4 Corner of said Section 13; thence N 83°15'24" E a distance of 399.72'; thence N 06°44'36" W a distance of 73.00'; thence N 84°58'08" W a distance of 63.12' to the Point of Beginning; thence S 70°33'20" W a distance of 200' more or less to a Point of Termination. Containing 1966 square feet or 0.05 acres more or less



I hereby certify that this land surveying document was prepared and the related survey work was performed by me or under my direct supervision and that I am a duly licensed Land Surveyor under the laws of the State of Iowa

Signature \_\_\_\_\_ Date \_\_\_\_\_

Name Craig S. Boldman P.L.S No. 13427

Renewal date is December 31, 2024

Pages or sheets covered by this seal \_\_\_\_\_