IND. ✓
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1985 APR 19 PM 12:45

MARY E. WELTY
RECORDER
MADISON COUNTY, IOWA

Fee $10.00

AGREEMENT

AGREEMENT entered into this 4th day of December, 1984, by and between S. James Smith and Linda J. Smith, husband and wife, hereinafter referred to as "Smith"; and Ralph B. Hunter, hereinafter referred to as "Hunter".

WITNESSETH:

WHEREAS, Smith is the owner of certain real estate situated in Madison County, Iowa, legally described as follows:

> The West 60 Acres of the Southeast Quarter (SE¼) of Section Thirty-four (34), Township Seventy-seven (77) North, Range Twenty-nine (29) West of the 5th P.M., Madison County, Iowa, EXCEPT a parcel of land described as commencing at the South Quarter (S¼) Corner of Section Thirty-four (34), Township Seventy-seven (77) North, Range Twenty-nine (29) West of the 5th P.M., Madison County, Iowa, thence N.00°16'W. along the West line of the Southeast Quarter of said Section Thirty-four (34), 228.0 feet; thence N.90°00'E. 507.0 feet; thence S.00°16'E. 228.0 feet to the South line of the Southeast Quarter (SE¼) of said Section Thirty-four (34); thence N.90°00'W. 507.0 feet to Point of Beginning containing 2.6537 Acres including 0.3841 Acres of County road right-of-way,

and

WHEREAS, Hunter is the owner of certain real estate situated in Madison County, Iowa, legally described as follows:

> The East Half of the Southeast Quarter (E½ SE¼) and the East 20 Acres of the West Half of the Southeast Quarter (W½ SE¼) of Section Thirty-four (34), Township Seventy-seven (77) North, Range Twenty-nine (29) West of the 5th P.M., Madison County, Iowa,

and

WHEREAS, the parties to this AGREEMENT are desirous of constructing drain tile across their respective parcels of property to enhance the value of the real estate and to facilitate farming of the real estate, and

WHEREAS, the real estate owned by Smith is dominant to that real estate owned by Hunter, and any drain tile would flow from the real estate owned by Smith across the real estate owned by Hunter.

IT IS, THEREFORE, AGREED:

1. A drain tile shall be layed across the real estate owned by Smith and the real estate owned by Hunter. The parties shall be responsible for all costs and expenses associated with laying the tile across their respective parcels. Hunter hereby conveys to

Smith the right to connect the drain tile across the Smith real estate to the tile across the Hunter real estate. All costs and expenses associated with installation of the outlet at the end of the drain tile shall be shared equally by Smith and Hunter.

2. Hunter and Smith shall each be responsible for maintenance and repair of that tile which lays across their respective parcels of real estate. Smith and Hunter shall share equally the cost of maintaining and repairing the outlet.

3. Hunter hereby conveys to Smith an easement across that real estate owned by Hunter for all purposes associated with this agreement, and, specifically, Hunter hereby conveys to Smith an easement across the real estate owned by Hunter for the purpose of connecting the tile across the Smith real estate with the tile across the Hunter real estate. Hunter hereby conveys to Smith an easement over and across the real estate owned by Hunter for the purpose of servicing, maintaining, or repairing the drain tile and outlet.

4. The covenants and agreements herein contained shall be appurtenant and the benefits and burdens shall run with the parcels of real estate herein described.

Dated the day and year first above written.

S. James Smith
S. James Smith

Ralph B. Hunter
Ralph B. Hunter

Linda J. Smith
Linda J. Smith

Subscribed and sworn to before me by S. James Smith and Linda J. Smith this 4th day of December, 1984.

LOIS K. TAGGART
MY COMMISSION EXPIRES
1-23-86

Lois K. Taggart
Notary Public in and for the State of Iowa

Subscribed and sworn to before me by Ralph B. Hunter this 4th day of December, 1984.

HAZEL M. [illegible]
Iowa
NOTARIAL

Hazel M. Ross
Notary Public in and for the State of Iowa