COMPARED

FILED NO. 1427
BOOK 100 PAGE 421
1972 OCT 10 PM 4:31
MARY E. WELTY
RECORDER
MADISON COUNTY, IOWA

3 pgs.
Fee $6.50

TILING AGREEMENT

THIS AGREEMENT made and entered into this 9 day of OCT, 1972, by and between the Winterset Community School District, hereinafter referred to as FIRST PARTY, and Patrick F. Corkrean and Nancy Corkrean, husband and wife, hereinafter referred to as SECOND PARTIES, WITNESSETH:

WHEREAS, First Party is the owner of approximately four acres in the Southwest corner of the Southwest Quarter (¼) of the Southwest Quarter (¼) of Section Fifteen (15), Township Seventy-five (75) North, Range Twenty-seven (27) West of the 5th P.M., and,

WHEREAS, Second Parties are the owners of the South One-Fourth(¼) of Section Fifteen (15), Township Seventy-five (75) North, Range Twenty-seven (27) West of the 5th P.M., and,

WHEREAS, First Party desires to tile its property and the area immediately adjacent thereto on the East and North sides thereof, and,

WHEREAS, to drain First Party's property, it will be necessary to extend the tile line through the property of Second Parties:

NOW, THEREFORE, IT IS AGREED between the parties hereto as follows:

1. First Party shall at its expense place a tile line on Second Parties' real estate as above described immediately adjacent to First Party's property line on the North and East side of the Northeast corner of First Party's property to drain both First Party's property and Second Parties' property immediately adjacent to the said Northeast corner of the First Party's property.

2. First Party shall at its expense extend a tile line from the Northeast corner of its property which tile line shall connect with the tile lines described in numbered paragraph 1 hereto to carry the drainage from said area in a generally Northeasterly direction for a distance of approximately 1800 feet where said tile shall empty into a pond located on the SE¼ of the SW¼ of Section 15, Township 75 North, Range 27 West of the 5th P.M.

3. Second Parties shall have the right to connect lateral tile lines to the 1800 feet tile line extending in a generally Northeasterly direction from First Party's property to said pond.

4. Second Parties shall maintain said tile lines after their initial installation.

5. Second Parties shall apply for any available United States Department of Agriculture grants for the installation of said tile and Second Parties shall arrange for a contractor to lay said tile which shall be done at Second Parties' convenience.

WINTERSET COMMUNITY SCHOOL DISTRICT

By Bernard E. Wight
Bernard E. Wight, President

By Geraldine E. Craven
Geraldine E. Craven, Secretary

FIRST PARTY

Patrick F. Corkrean
Patrick F. Corkrean

Nancy Corkrean

SECOND PARTIES

STATE OF IOWA, ss:

On this 22nd day of September, 1972, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Patrick F. Corkrean and Nancy Corkrean to me known to be the identical persons named in and who executed the within and foregoing Tiling Agreement and acknowledged that they executed the same as their voluntary act and deed.

LEWIS H. JORDAN Iowa NOTARIAL SEAL

Lewis H. Jordan, Notary Public
In and for the State of Iowa

STATE OF IOWA, ss:

On this 9th day of October, 1972, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Bernard E. Wight and Geraldine E. Craven, to me personally known, who, being by me duly sworn, did say that they are the President and Secretary, respectively, of said corporation executing the within and foregoing Tiling Agreement, that no seal has been procured by the said corporation; that said instrument was signed on behalf of said corporation by authority of its Board of Directors; and that the said Bernard E. Wight and Geraldine E. Craven as such officers acknowledged the execution of said instrument to be the voluntary act and deed of said corporation by it and by them voluntarily executed.

NOTARIAL SEAL

Lewis H. Jordan Notary Public
In and for The State of Iowa