Deed Record, No. 86, Madison County, Iowa

MATT PARROTT & SONS CO., WATERLOO, IOWA F27346

E. C. Youmans

To

Leo D. Beeler

#4947

Fee $1.40 VGH

in and for said county.

Filed for record the 18 day of August A.D. 1953 at 10:30 o'clock A.M.

Wilma M. Wade, Recorder

AGREEMENT

THIS AGREEMENT, made and entered into this 14th day of August, 1953, by and between Leo D. Beeler, party of the first part, and E. C. Youmans, party of the second part, WITNESSETH: WHEREAS, first party is the owner of the following described real estate, to-wit:

The Southwest Fractional Quarter (SW Fr. ¼) of Section Thirty (30), Township Seventy-four (74) North, Range Twenty-six (26) West of the 5th P.M., Madison County, Iowa,

and,

WHEREAS, second party is the owner of the following described real estate, to-wit:

The Northwest Fractional Quarter (NW Fr. ¼) of Section Thirty-one (31), Township Seventy-four (74) North, Range Twenty-six (26) West of the 5th P.M., Madison County, Iowa

MATT PARROTT & SONS CO., WATERLOO, IOWA F27346

and

WHEREAS, party of the first part is desirous of obtaining an outlet for farm drain tile to drain over and across part of the real estate owned by the second party, and,

WHEREAS, the parties hereto have both contributed to the installation of approximately 60 rods of drain tile commencing on the south side of first party's real estate and extending southeast across the real estate owned by the second party.

NOW THEREFORE, IT IS AGREED by and between the parties hereto as follows, to-wit:

1. First party is hereby granted an easement over and across the real estate belonging to the second party for the purpose of maintaining a common drain and outlet, said easement commencing at the point where the present 60 rods of drain tile crosses the nortt line of second party's real estate and continues thence for a distance of approximately 60 rods in a southeasterly direction to the present outlet of said drain tile.

2. It is further agreed that the present 60 rods of tile and the outlet thereof shall be jointly owned by first and second parties. First party is granted the right, at reasonable times, to enter onto the premises for the purpose of inspecting said drain and outlet.

3. Second party agrees to maintain the outlet for said drain and to keep the same free from debris and dirt so that the chain of tile will properly drain. In the event that second party fails or refuses to do so, first party, or his agents, may enter upon the premises for the purpose of maintaining said outlet.

4. Both parties are to have the right to drain additional chains of farm drain tile but no basement or septic tank drains into to 60-rod stretch of tile, said additional tile, if any, to be installed at expense of the respective parties, and in such a manner as will not interfer with the operation of said 60-rod chain of tile.

5. This Agreement shall be binding on the parties hereto, their heirs, representatives and assigns and shall be construed as a covenantrunning with the respective tracts of real estate now owned by the parties hereto.

Leo D Beeler First Party
E C Youmans Second Party

STATE OF ICWA MADISON COUNTY)SS.

On this 18th day of August, A.D. 1953, before me Shirley A. Webster a Notary Public in and for the County of Madison, State of Iowa, personally appeared Leo D. Beeler, party of the first part and E. C. Youmans, party of the second part, 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.

IN WITNESS WHEREOF, I have hereunto signed my name and affixed my Notarial Seal the day and year last above written.

Shirley A. Webster Notary Public
in and for Madison County, Iowa.

#1018 Filed for record the 18 day of