

FILED NO. 1759
BOOK 111 PAGE 557

1975 DEC 10 PM 4:51

MARY E. WELTY
RECORDER
MADISON COUNTY, IOWA

AGREEMENT ON RIGHT OF WAY FOR TILE LINES

See
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Whereas, the undersigned parties are owners of the following described adjacent lands:

The East one-half ($\frac{1}{2}$) Northwest Quarter ($NW\frac{1}{4}$) and the East 22.41 acres of Northwest Quarter ($NW\frac{1}{4}$) of Section Eighteen (18), Township Seventy-six (76) North, Range Twenty-seven (27) West of the 5th P.M.; and the South One-half ($S\frac{1}{2}$) Southeast Quarter ($SE\frac{1}{4}$) Southwest Quarter ($SW\frac{1}{4}$) of Section Seven (7), Township Seventy-six (76) North, Range Twenty-seven (27) West of the 5th P.M.

which is owned by Helen Watts herein;

The South Half ($S\frac{1}{2}$) of the Southeast Quarter ($SE\frac{1}{4}$) of the Southeast Quarter ($SE\frac{1}{4}$) of Section Seven (7); the East forty-six (46) acres of the North Half ($N\frac{1}{2}$) of the Northeast Quarter ($NE\frac{1}{4}$) and the East sixty (60) acres of the South Half ($S\frac{1}{2}$) of the Northeast Quarter ($NE\frac{1}{4}$) of Section Eighteen (18) except the following described tract of land, to-wit: Commencing at the Southeast (SE) corner of the Southwest Quarter ($SW\frac{1}{4}$) of the Northeast Quarter ($NE\frac{1}{4}$) of said Section Eighteen (18), running thence West 14 rods, thence North 6 rods, thence East 14 rods, thence South 6 rods to the place of beginning; all in Township Seventy-six (76) North, of Range Twenty-seven (27) West of the 5th P.M.

which is owned by Nellie Casper and Dwight and Robert E. Casper;

The West 34 acres of the North Half ($N\frac{1}{2}$) of the Northeast Quarter ($NE\frac{1}{4}$) and the West 20 acres of the South Half ($S\frac{1}{2}$) of the Northeast Quarter ($NE\frac{1}{4}$), all in Section Eighteen (18), Township Seventy-six (76) North, of Range 27 West of the 5th P.M.

which is owned by Dorothy Guye.

Whereas, the parties agree that tile lines should be located, constructed and maintained across and under these adjacent lands for drainage of water therefrom;

Whereas, the parties believe it mutually beneficial to agree upon the following particulars incident to the establishment of the tile lines across their lands and to provide notice of this agreement to other interested parties, now or in the future.

Now therefore it is hereby agreed by the undersigned as follows:

W.D. ☒
REC. ☒
PAGE ☒

1. The route for the tile lines across and under the aforescribed lands is to be established by the parties hereto in conjunction with the representatives of the Madison County Soil Conservation District.
2. The agents or contractors surveying, locating and constructing the tile lines established as described above shall have the right to enter upon the lands subject to the right of way, at any time he or they may see fit, to locate and construct said tile lines which location and construction shall include the right to remove fences, trees, bushes and other obstructions interfering therewith.
3. Damages to land, fences or other property incident to location and construction of these tile lines upon a specific tract shall be borne by the owner of said tract.
4. Each undersigned owner, from time to time in the future as each deems necessary for the proper drainage of their respective tracts of land, may locate, construct and maintain upon their own land trunk tile lines connected to and drained into the primary tile lines on their lands established pursuant to paragraph 1 herein.
5. Any and all tile lines established under this agreement, whether primary or trunk lines, shall be maintained in good repair at all times by the owner of the tract of land under which the tile line runs.
6. In the event said tile lines are not maintained in good repair by the owner thereof in accordance with this agreement, the owner or owners of any other tract of land herein described shall have the right to enter upon the others land, at all reasonable times, to maintain or repair said tile lines. The cost of such maintenance or repair shall be charged to the owner of the land tract wherein repairs are made; provided however, that damages to the land, growing crops, fences or other property incident to these repairs shall be offset against the costs of repair to the extent thereof. Incident to maintenance or repair hereunder the right of ingress and egress

from public roads by reasonable route is granted to the other owners of the tracts of land subject to this Agreement, their agents and contractors. It is agreed any maintenance or repair under this paragraph shall be expeditiously completed, all trenches be promptly backfilled and damage to any private lane or road on the lands repaired. It is further agreed that in the event of repairs under this paragraph the owner of the land subject to the repairs shall be held harmless from any liability for personal injury or property damage suffered by the owners of the other land tracts herein or third persons including agents and contractors arising out of or as a result of these repairs.

7. This Agreement and the right of way for the tile line established herein shall run with the lands crossed by said tile lines and the title thereto and be binding on the heirs, devisees, personal representatives assigns and successors in interest of the parties.

Dated this 28th day of November, 1975 .

Helen Watts
HELEN WATTS

Dorothy Guye
DOROTHY GUYE

Dwight Casper
DWIGHT CASPER

Robert E. Casper
ROBERT E. CASPER

Nellie Casper
NELLIE CASPER

STATE OF IOWA)
) ss
MADISON COUNTY)

On this 28th day of November, 1975, before me, the undersigned, a Notary Public within and for Madison County, State of Iowa personally appeared Helen Watts, Dorothy Guye, Dwight Casper, Robert E. Casper and Nellie Casper personally to me known to be the identical persons whose names are affixed above and acknowledged the execution thereof to be their voluntary act and deed for the purposes therein expressed.

Beth Flander
Beth Flander, Notary Public.