Tiled Errorh Hunders - Tenant) NAME____ Section____ Township_____ County____ Contractor Levy Shanna Date Installed Spring 93 Amount of Tile Installed: 5"______ 6"_____ 8"_____ Legencl - 000 = Waterwayo"______ 12"____ Larger____ - = old +: le Regular inspection of the tile system is essential. Prompt repair of any failure will keep the system in working order and maintenance costs low.

Duakel North Farm County main 16" CRP 060 CRP non perf

JOHANNS TIILING Dunkel North Farm SIX INCH FOUR INCH FIVE INCH
EXISTING LINE EIGHT INCH

Dunkle Farm 2022

Spring 2022

AGREEMENT AND EASEMENT FOR DRAIN TILE

KNOW ALL MEN BY THESE PRESENTS:

THAT WHEREAS, F. E. Dunkel Company of St. Louis County, Missouri, known as the First Party, is the owner of the following described real estate:

The West one-half of the Northwest one-quarter of Section 24, Township 98 North, Range 16 West of the 5th P.M., Mitchell County, Iowa.

AND WHEREAS, Kenneth Michels and Irene Michels, husband and wife, of Mitchell County, Iowa, known as the Second Party, are the owners of the following described real estate:

The East one-half of the Northwest one-quarter of Section 24, Township 98 North, Range 16 West of the 5th P.M., Mitchell County, Iowa.

AND WHEREAS, the First Party intends to install a tile drainage system on its property and outlet said drainage system by connecting to existing 5-inch diameter drain tile located on the property of the Second Party at a point on the west edge of their property. It is hereby agreed as follows:

- Second Party does hereby grant and convey unto First Party, their heirs, successors and assigns, the right to connect a tile drainage system to an existing 5-inch diameter drain tile located on the property above described.
- 2. Second Party does hereby grant unto First Party, their heirs, successors and assigns, the right to go upon said premises for purposes of connecting to, inspecting, repairing and maintaining said existing 5-inch diameter drain tile, including the right to ingress and egress for said purpose.
- 3. First Party agrees to bear the cost of repairing and maintaining said existing 5-inch diameter drain tile from the point of connection to the outlet, a distance of approximately 1,100 feet. Repair and maintenance of lateral tile lines attached to said existing 5-inch diameter drain tile shall be the sole responsibility of the Second Party.
- 4. All of the above described tile drainage system and 5-inch diameter drain tile are shown on the plat attached hereto and marked "Exhibit A."

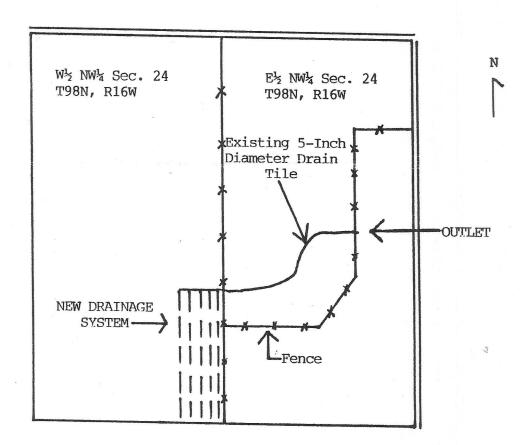
This agreement dated this 9th of July, 1993.

F. E. Dunkel Company

Irene Michels - Second Party

STATE OF _	IOWA	, COUNTY OF _	MITCHELL	, ss:	
a Notary Pub	9th day of olic in and for the S Michels and In	tate ofIowa	, A.D., 19	, before me, the	
	_ executed the san			rechiefy ing	
STATE OF	Missous:	COUNTY OF _	Sr-کونیت , A.D., 19	, ss:	undersigned,
		tate of			
to me person and	nally known, who, b	eing by me duly sworn, respec	tively, of said	Dunkel Co	
instrument v	was signed on bel	ed by) (the seal affixed half of said corporation and	n by authority of its	Board of Directors;	and the said such officers,
acknowledge and by them	ed the execution of voluntarily execute	of said instrument to be ed.	h//	nd deed of said corp	poration, by it
(SE/	AL)	Mj/c Nota	chael J. Wenger ary Public in and for the	ne State of Miss	<u> 24(i</u>
MICHA			ST. LOUI.	WENGER, NOTARY Y, STATE OF MI SSION EXPIRES 67	SSOURI
6 818 3	<u>.</u>				

MICAL PUBLIC OTARY OF A STATE OF



Fern F. To # 116 Dunkel

JUN # 8 1995

AGREEMENT AND EASEMENT FOR DRAIN TILE



KNOW ALL MEN BY THESE PRESENTS:

THAT WHEREAS, F. E. Dunkel Company of St. Louis County, Missouri, known as the First Party, is the owner of the following described real estate:

The Southeast one-quarter of the Northwest one-quarter of Section 12, Township 98 North, Range 16 West of the 5th P.M., Mitchell County, Iowa.

AND WHEREAS, Richard Bower and Eleanor Bower, husband and wife, of Mitchell County, Iowa, known as the Second Party, are the owners of the following described real estate:

The East one-half of the Southwest one-quarter of Section 12, Township 98 North, Range 16 West of the 5th P.M., Mitchell County, Iowa.

AND WHEREAS, the First Party intends to install a tile drainage system on its property and outlet said drainage system by connecting to existing drain tile located on the property of the Second Party at a point on the north edge of their property. It is hereby agreed as follows:

- Second Party does hereby grant and convey unto First Party, their heirs, successors and assigns, the right to connect a tile drainage system to an existing drain tile located on the property above described.
- 2. First Party agrees to make a one-time cash payment of three hundred dollars (\$300.00) to Second Party for the right to connect the said drainage system to the said drain tile.
- 3. Second Party does hereby grant unto First Party, their heirs, successors and assigns, the right to go upon said premises for purposes of connecting to, inspecting, repairing and maintaining said drain tile, including the right to ingress and egress for said purpose.
- 4. First Party agrees to reimburse Second Party or tenant of Second Party for any crop damages associated with connecting the said drainage tile system to the said drain tile. First Party also agrees to repair line fence, remove any exposed rocks, and level area where drainage tile system is connected to said drain tile.
- 5. First Party and Second Party agree that any costs associated with repairing and maintaining the existing said drain tile from the point of connection to the outlet shall be divided, one-half to be paid by the First Party and one-half to be paid by the Second Party. Repair and maintenance of lateral tile lines attached to said existing drain tile shall be the sole responsibility of the Second Party.
- 6. All of the above described tile drainage system and the existing drain tile are shown on the plat attached hereto and marked "Exhibit A."

This agreement dated this _/st_ of June, 1995.

F. E. Dunkel Company

F F Dunkol

Richard Bower - Second Pa

Eleanor Bower - Second Party

Herzog Pub. Co., New Ulm, Minn.

County o	STATE OF IOWA f Mitchell	} ss.	
On thi	is 1st day of	June A. D. 19.9 County, Iowa, personally	95 , betore me Yvonne R. Tourtellott a Notary Public appeared Richard Bower and Eleanor Bower
***************************************	executed the same as	their voluntary act	ho executed the foregoing instrument and acknowledged that and deed. ume and affixed my notarial seal the day and year first above
			Notary Public in and for Mitchell County, Iowa. My commission expires 1-21-98

_ in the year 19 🕥 appeared before me and is known to me to be the person(s) who executed the within ((A greeman) and acknowledge to me that A e executed the same for the purposes therein stated.

This agreement dated this _/57 of June, 1995.

F. E. Dunkel Company

Richard Bower -

Cleanor Bower - Second Party

EXHIBIT A

