

Prepared by/Return to: Christopher S. Wallace, ANDERSON, ROBERTS, PORTH, WALLACE & STEWART LLP, P.O. Box 1339, Burlington, IA 52601 (319)754-7585

TILE EASEMENT, TILE MAINTENANCE  
AND FENCE AGREEMENT

This Tile Easement, Tile Maintenance and Fence Agreement is entered into this \_\_\_\_ day of \_\_\_\_\_, 2017, by and between the Estate of Patricia M. Winnike ("Winnike Estate") and R. Paul Steffensmeier and Phyllis Steffensmeier ("Steffensmeier").

WHEREAS, due to the death of Patricia M. Winnike, the Winnike Estate is the owner of following legally described property:

Southeast Quarter (SE 1/4) of Section 23, Township Sixty-Nine North, Range Seven West of the Fifth Principal Meridian in Lee County, Iowa (the "Winnike Property");

WHEREAS, Steffensmeier is the owner of the following legally described property abutting the Winnike property to the West:

East Half (E1/2) of the Southwest Quarter of Section 23, Township Sixty-Nine North, Range Seven West of the Fifth Principal Meridian in Lee County, Iowa (the "Steffensmeier Property")

WHEREAS, Patricia Winnike, along with her husband Gene Winnike, previously entered into certain agreements with Steffensmeier relating to tile located on the Winnike Property, future maintenance of said tiling and the allocation of fence responsibilities, all of which were not previously recorded; and

WHEREAS, the parties wish to now document said agreements in recordable form.

THEREFORE, in consideration of the mutual promises and obligations contained herein, and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereby agree as follows:

1. Tile Easement. Pursuant to a written agreement dated August 12, 1968, Patricia Winnike did grant to Steffensmeier an easement across portions of the Winnike Property for Steffensmeier to run a 10 inch drain tile. The approximate location of the tile that is the subject of the easement begins approximately 400 feet due North of the Southwest corner of the Winnike property, then runs Easterly towards the drainage ditch that runs Northeasterly through the Southwest Quarter of the Winnike Property, then, beginning approximately 50 feet West of said drainage ditch, the tile begins to run parallel with the drainage ditch in a Northeasterly direction, until emptying into the area where said drainage ditch connects with the drainage ditch moving in a Southeasterly direction that is located directly to the North.

2. Fence Agreement. On June 27, 1969, Patricia Winnike and Steffensmeier entered into a written agreement allocating maintenance of any shared fence on the Winnike Property and Steffensmeier Property boundary line. The parties agreed that the South Half of any such fence line would be the responsibility of Steffensmeier and the North Half of any such fence would be the responsibility of Winnike.

3. Tile Maintenance Agreement. On April 14, 2003, Patricia Winnike, through her husband Gene Winnike and Steffensmeier entered into an agreement regarding installation of tile on the Winnike Property (the "2003 Tile"). The location of the 2003 Tile is shown on the tile map attached as Exhibit A and the specific tile installed as part of the 2003 Tile is identified on the quote from Otte Bulldozing, Inc. to R. Paul Steffensmeier attached as Exhibit B. In addition to allocating certain construction costs between the parties that have been previously been completed, the 2003 Tile maintenance agreement provides the parties will equally split the costs to maintain the 2003 Tile.

4. Easement and Agreements Run With Land. It was the intention of the parties that the obligation of the parties imposed by each of the Tile Easement, the Fence Agreement and the Tile Maintenance Agreement would run with the Winnike Property and the Steffensmeier Property. As such, each of the agreements, easements and obligations as outlined in this Agreement shall run with the land be binding of the parties heirs, executors, administrators and assigns.

5. Governing Law. This Agreement shall be governed according to laws in the State of Iowa.

6. No Other Agreements. The parties are signing this comprehensive Tile Easement, Tile Maintenance and Fence Agreement to document in a recordable form the current obligations of the parties with respect to the prior agreements. Except as provided herein, there are no other agreements relating to the Winnike Property with Steffensmeier.

Patricia M. Winnike Estate

\_\_\_\_\_  
Daniel Winnike, Executor (DATE)

\_\_\_\_\_  
R. Paul Steffensmeier (DATE)

\_\_\_\_\_  
Phyllis Steffensmeier (DATE)

State of California                    )  
                                                  ) ss

County of \_\_\_\_\_ )

This instrument was acknowledged before me on the \_\_\_\_ day of \_\_\_\_\_, 2017, by Daniel Winnike as Executor of the Patricia M. Winnike Estate.

\_\_\_\_\_  
Notary Public, State of California

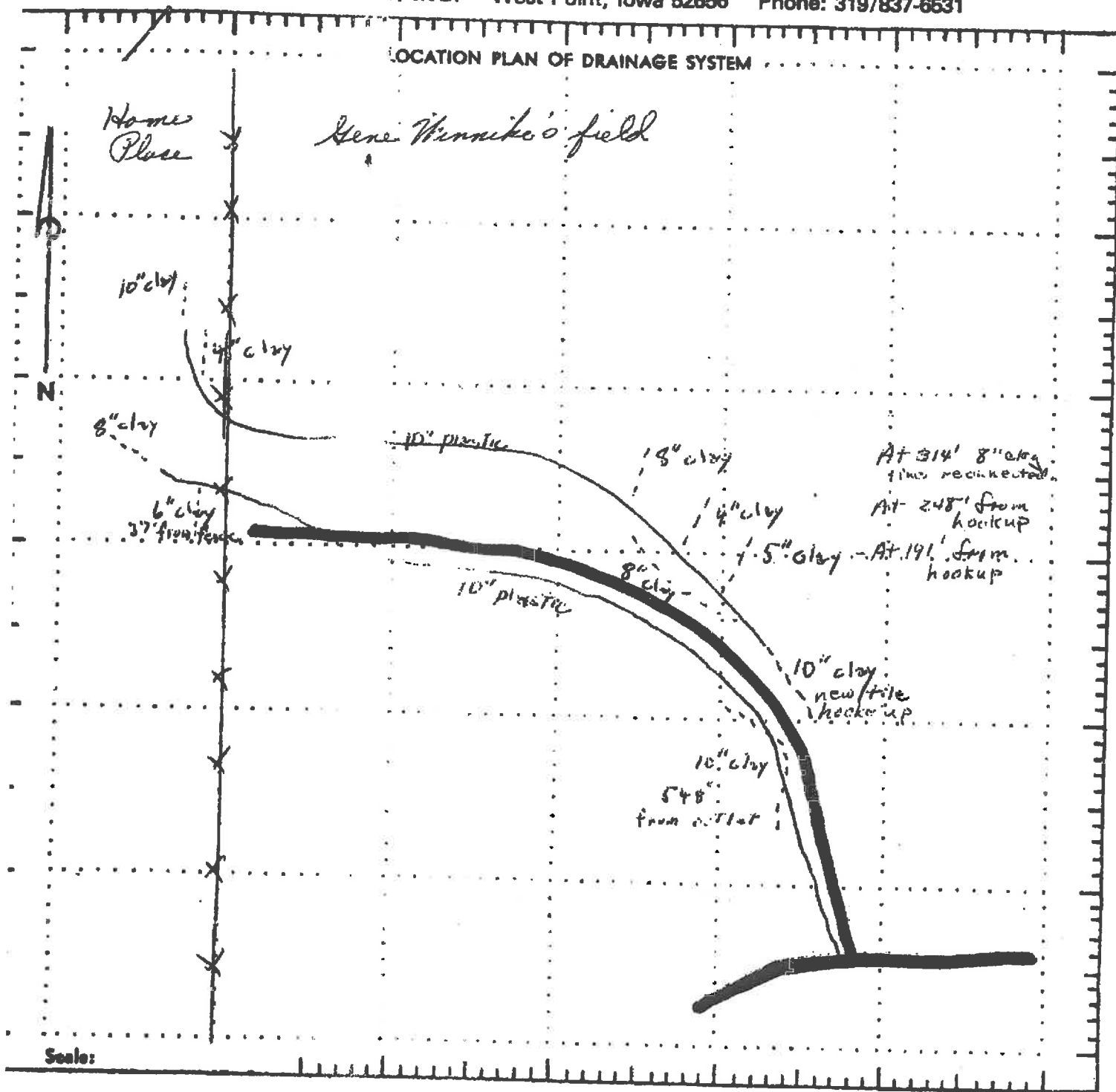
State of Iowa                            )  
                                                  ) ss

County of \_\_\_\_\_ )

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 2017, by R. Paul Steffensmeier and Phyllis Steffensmeier, husband and wife.

\_\_\_\_\_  
Notary Public, State of Iowa

LOCATION PLAN OF DRAINAGE SYSTEM



— LEGEND —

Permanent Fence ..... X X X X

Existing Drain Line ... —○—○—○—○—

Proposed Tile Line ... —●—●—●—●—

Water Way

Spacing \_\_\_\_\_

MATERIAL NEEDS

10" plastic

OWNER J. E. Winnike

TOWNSHIP Paul DATE 4/03

SECTION \_\_\_\_\_ TOWN \_\_\_\_\_

COUNTY \_\_\_\_\_ STATE Iowa

EXHIBIT

A



# Otte Bulldozing, Inc.

Don Otte  
319-837-6531

30 Years of Service

1727 Otte Road  
West Point, IA 52656

*Gene Winnike 's*

June 2, 2003

R. Paul Steffensmeier  
1445 140<sup>th</sup> Street  
Donnellson, Iowa 52625

April 21, 22, 2003      Installation of tile on south and north sides of waterways  
South Line:

|                                                                                   |           |            |           |
|-----------------------------------------------------------------------------------|-----------|------------|-----------|
| 1 - 10" x 20 ft. outlet                                                           | \$87.00   | Your share | \$ 43.50  |
| 1 - 10" rodent guard                                                              | \$ 10.00  | Your share | \$ 5.00   |
| At 548 ft. from outlet, 10" clay tile drained into newly<br>Installed line        | \$ 15.00  | Your share | \$ 7.50   |
| 1611 ft. of 10" plastic, perforated tile at \$2.75 a ft. to fence<br>line         | \$4430.25 | Your share | \$2215.12 |
| 37 ft. of 10" plastic, perforated tile at \$2.75 a ft.                            |           |            | \$ 101.75 |
| At 37 ft. west of fence line, 6" clay line connected<br>into newly installed line |           |            | \$ 15.00  |
| 1 - hookup to 10" clay with backhoe & materials                                   |           |            | \$ 25.00  |
| Repair of 8" clay line reconnected above line with materials                      |           |            | \$ 20.00  |

## North Line

|                                                                              |           |                     |                  |
|------------------------------------------------------------------------------|-----------|---------------------|------------------|
| 1 hookup to 10" clay line with backhoe & materials                           | \$25.00   | Your share          | \$ 12.50         |
| 1297 of 10" plastic, perforated tile at \$2.75 a ft.<br>to fence line        | \$3566.75 | Your share          | \$1783.37        |
| 96 ft. of 10" plastic, perforated tile at \$2.75 a ft.                       |           |                     | \$ 264.00        |
| Removal of concrete structure and filled sinkholes<br>1 hr. with 416 backhoe | \$50.00   | Your share          | \$ 25.00         |
|                                                                              |           | <b>Tiling Total</b> | <b>\$4517.74</b> |
|                                                                              |           | <b>Tile probe</b>   | <b>\$ 22.00</b>  |
|                                                                              |           | <b>Total</b>        | <b>\$4539.74</b> |

All hookups of clay tile lines are billed to the owner of that property  
Thank you for your business. It is greatly appreciated!

EXHIBIT

B