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Marshall County Iowa
Dawn Williams County Recorder
File **2012-00001739**

\$22

COVER PAGE FOR REAL ESTATE DRAINAGE AGREEMENT
Recorder's Cover Sheet

Preparer Information: (name, address and phone number)

Curtis A. Ward, 11 E. Church Street, Suite 202, Marshalltown, IA 50158-0908 (641)-752-6413
Curtis A. Ward, ISBA #5836

Taxpayer Information: (name and complete address)

Roger W. Hupfeld or Craig D. Hupfeld, 1031 Landford Avenue, Liscomb, IA 50148

***Return Document To:** (name and complete address)

Box Curtis A. Ward, P.O. Box 908, 11 E. Church Street, Suite 202, Marshalltown, IA 50158
(Box at courthouse is fine)

Grantors:

Marlyn W. Hupfeld, Roger W. Hupfeld and Craid D. Hupfeld

Grantees:

City of Liscomb, Iowa

Legal Description:

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Document or instrument number of previously recorded documents: Not applicable.

REAL ESTATE DRAINAGE AGREEMENT

IT IS AGREED, for good and valuable consideration mutually acknowledged by all parties that Marlyn W. Hupfeld, Roger W. Hupfeld and Craig D. Hupfeld, and their respective spouses, if any, as the current owners in possession of the subject real estate, ("Owners"), and the City of Liscomb, Iowa, ("City"), hereby agree as follows:

1. The City will have access to a newly installed drainage tile line to be installed on the Northwest Quarter of the Southwest Quarter of Section 12, Township 85 North, Range 19 West of the 5th P.M., Marshall County, Iowa, extending from the City's lagoon site to the ditch headwall located approximately one-half mile to the west, for the purpose of conveying stormwater and treated effluent to flow from the City's lagoons.

2. The lagoons are being enlarged to handle greater capacity.

3. The sizing of the drainage tile shall be as agreed to by the Owners and City, but shall not be larger than 12" diameter. Initial installation of the drainage tile shall be the City's responsibility and will be completed prior to November 1, 2012, with a two year warranty period for workmanship and materials; the Owners, their successors or assigns shall be solely responsible for the upkeep of the pipe/tile after the warranty period lapses, including potential failure of the tile line resulting from damage to the tile line resulting from debris entering through the storm water intake on City's property.

4. In the event the drainage tile fails or is inadequate to manage the flows, the Owners, their successors or assigns, consent to any excess flows of stormwater and treated effluent to run across the surface of their property, in lieu of granting a permanent easement for the tile to enable the City to fix the drainage problem.

5. The Owners, their successors or assigns, agree to not alter the natural flow upon the subject property to impede drainage or flow from the City's lagoons.

6. Owners, their successors and assigns agree to a temporary easement upon the subject property for the purpose of initial installation of the drainage tile, any necessary warranty repairs for a period of two years from the date of completion, construction of a suitable inlet structure (grated storm water intake) and establishment of the initial connection between the lagoon effluent piping and the tile line.

7. The City has prepared this document, but Owners acknowledge they have had the opportunity to review it with their own legal counsel.

8. IMPORTANT: READ BEFORE SIGNING. THE TERMS OF THIS AGREEMENT SHOULD BE READ CAREFULLY BECAUSE ONLY THOSE TERMS IN WRITING ARE ENFORCEABLE. NO OTHER TERMS OR ORAL PROMISES NOT CONTAINED IN THIS WRITTEN CONTRACT MAY BE LEGALLY ENFORCED.

YOU MAY CHANGE THE TERMS OF THIS AGREEMENT ONLY BY ANOTHER WRITTEN AGREEMENT.

The Owners:

Marlyn W. Hupfeld
Marlyn W. Hupfeld

Roger W. Hupfeld
Roger W. Hupfeld

Craig D. Hupfeld
Craig D. Hupfeld

The City of Liscomb, Iowa:

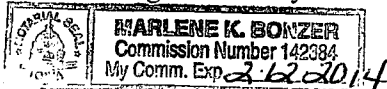
Stacey D. Nichols
Stacey Nichols, Mayor

ATTEST:

Kristi Schiebel
Kristi Schiebel, City Clerk

STATE OF IOWA, COUNTY OF MARSHALL, ss:

On this 15 day of March, 2012, before me, the undersigned, a Notary Public in and for said State, personally appeared Marlyn W Hupfeld, Roger W Hupfeld, Craig D Hupfeld, ~~Stacey Nichols and Kristi Schiebel~~ to me known to be the persons named in and who executed the foregoing instrument, and acknowledged that they executed the same as their voluntary act and deed.

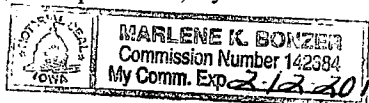


Marlene Bonzer
(Type Name of Notary)
Notary Public in and for said State

STATE OF IOWA, MARSHALL COUNTY, SS:

On this 15 day of MARCH, 2012 before me, a Notary Public in and for the State of Iowa, personally appeared Stacey Nichols and Kristi Schiebel, to me personally known, and, who, being by me duly sworn, did say that they are the Mayor and City Clerk, respectively, of the City of Liscomb, Iowa; that the seal affixed to the foregoing instrument is the corporate seal of the corporation, and that the instrument was signed and sealed on behalf of the corporation, by authority of its City Council, as contained in the Resolution adopted by the City Council, under Roll Call No. 12-01 of the City Council on the 9th day of January, 2012, and that said Mayor and City Clerk acknowledged

the execution of the instrument to be their voluntary act and deed and the voluntary act and deed of the corporation, by it voluntarily executed.



Marlene Bonzer

MAYOR AND CLERK'S CERTIFICATE

STATE OF IOWA

MARSHALL COUNTY, SS:

This is to certify that the above and foregoing "REAL ESTATE DRAINAGE AGREEMENT" was duly passed and adopted by the Council of the City of Liscomb, Iowa, duly and legally assembled at a Regular meeting of the Council on the 9 day of January, 2012, all as appears by the official records of the City of Liscomb, Iowa, in the office of the City Clerk of Liscomb, Iowa.

IN WITNESS WHEREOF, we have hereunto set our hands and affixed the seal of the City of Liscomb, Iowa, on this 15 day of MARCH, 2012.

Stacey J. Nichols
Stacey Nichols, Mayor

Kristy Schiebel
Kristy Schiebel, Clerk of the City of Liscomb, Iowa