

----- 4 -----  
PRIVATE DRAINAGE AGREEMENT

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C.A. Holland, Melvin P. Peterson, Dated April 21, 1957.  
And Filed September 21, 1957.  
Arthur W. Haroldson and Edith White. 5 M.R. 295.

RECITES:  
PRIVATE DRAINAGE AGREEMENT  
THIS AGREEMENT Made and entered this 27 day of April, 1957,  
by and between C.A. Holland owner of the SW $\frac{1}{4}$  of the SE $\frac{1}{4}$  of Sec. 26; M.P.  
Peterson owner of the E $\frac{1}{2}$  of the NW $\frac{1}{4}$  of Sec. 35; Arthur Haroldson owner  
of the W $\frac{1}{2}$  of the NE $\frac{1}{4}$  of Sec. 35, and Edith White owner of the N $\frac{1}{2}$  of the  
SE $\frac{1}{4}$  of Sec. 35, all in Twp. 99, Range 24.

WITNESSETH:  
WHEREAS portions of the lands above described are low, wet or  
subject to overflow, and

WHEREAS DRAINAGE OR OUTLET FOR DRAINAGE OF SAID LANDS, or  
parts thereof, can be effected by the construction of a tile drain to  
the mutual interest or advantage of said parties.

NOW, THEREFORE, in consideration of these presents, IT IS  
AGREED as follows:

1. A drain tile line shall be constructed commencing about  
11 Rods North of the South line of the SW $\frac{1}{4}$  of the SE $\frac{1}{4}$  of Sec. 26  
aforesaid, running thence South and Southwesterly across the NW $\frac{1}{4}$  of the  
NE $\frac{1}{4}$  of Sec. 35 aforesaid and into the NE $\frac{1}{4}$  of the NW $\frac{1}{4}$  of Sec. 35  
aforesaid, running thence Southerly into the SE $\frac{1}{4}$  of the NW $\frac{1}{4}$  of Sec. 35  
aforesaid, running thence Southeasterly across the SW $\frac{1}{4}$  of the NW $\frac{1}{4}$  of  
Sec. 35 aforesaid, and the NE $\frac{1}{4}$  of the SE $\frac{1}{4}$  of Sec. 35 aforesaid, to  
outlet East of the old abandoned road grade in said Northeast Quarter  
of the SE $\frac{1}{4}$ ; said tile line shall be specifically located and shall be  
constructed in accordance with the plan, profile, specifications, and  
pursuant to the recommendations and under the supervision and to the  
approval of the Soil Conservation Service of the United States  
Department of Agriculture in and for Winnebago County, Iowa.

2. Perpetual easement for said tile line, the construction  
and future repair and maintenance thereof, is hereby granted by the  
parties owning the premises where the same is to be constructed as a  
part of the con-consideration herefor and without other and further  
charge in connection therewith, said easement to run with the land thru  
which said line shall be constructed, and to be binding upon successors  
in title to said premises.

3. Each party shall remove such portions of his own fence, or

(next page)

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-4-

(No. 4 continued)

fences, as may be required for construction of said drainage  
improvement and shall replace such fence after construction is  
completed without expense to the other parties herein.

4. Each party hereto and the successors in title of all  
parties hereto, may construct and outlet any private tile line they may  
desire upon the lands above described, into said drainage improvement,  
but in each such instance shall construct and shall connect such  
private tile lines in a good workmanlike manner pursuant to proper and  
accepted drainage practices, and thereafter properly maintain said  
lines and said connections at their separate and sole expense and to  
the end that the main or jointly constructed drainage improvement shall  
not be silted, obstructed or damages thereby.

5. The parties hereto have and do mutually agree as to the  
respective percentage classification of the respective tracts, as  
follows:

Owner	Description	Percentage
C.A. Holland	SW $\frac{1}{4}$ SE $\frac{1}{4}$ 26-99-24	15.5
M. P. Peterson	NE $\frac{1}{4}$ NW $\frac{1}{4}$ 35-99-24	16.
	SE $\frac{1}{4}$ NW $\frac{1}{4}$ 35-99-24	2.5
Arthur Haroldson	NW $\frac{1}{4}$ NE $\frac{1}{4}$ 35-99-24	24.
	SW $\frac{1}{4}$ NE $\frac{1}{4}$ 35-99-24	24.
Edith White	NE $\frac{1}{4}$ SE $\frac{1}{4}$ 35-99-24	18.

6. The costs and expenses of and incident to the construction  
of the tile drainage line aforesaid in the instance of each 40-acre  
tract described above, shall be the percentage of such total cost and  
expense set forth opposite each such tract in the preceding paragraph,  
and the cost and expense of necessary and future repair and maintenance  
shall be determined and paid in the same percentage; it being agreed  
that the construction and the maintenance of said tile line shall be  
paid by the respective owners of the respective tracts in the  
respective percentages set forth in paragraph 5 hereof.

7. Contract for the construction of said drainage improvement  
shall be let only with the prior knowledge, consent and concurrence of  
the parties hereto, or their authorized representatives.

8. This agreement shall bind the heirs, legatees, devisees,  
grantors, assigns and successors in title of the parties hereto.