

## Supplemental Documents

See Brochure for More Detailed Information



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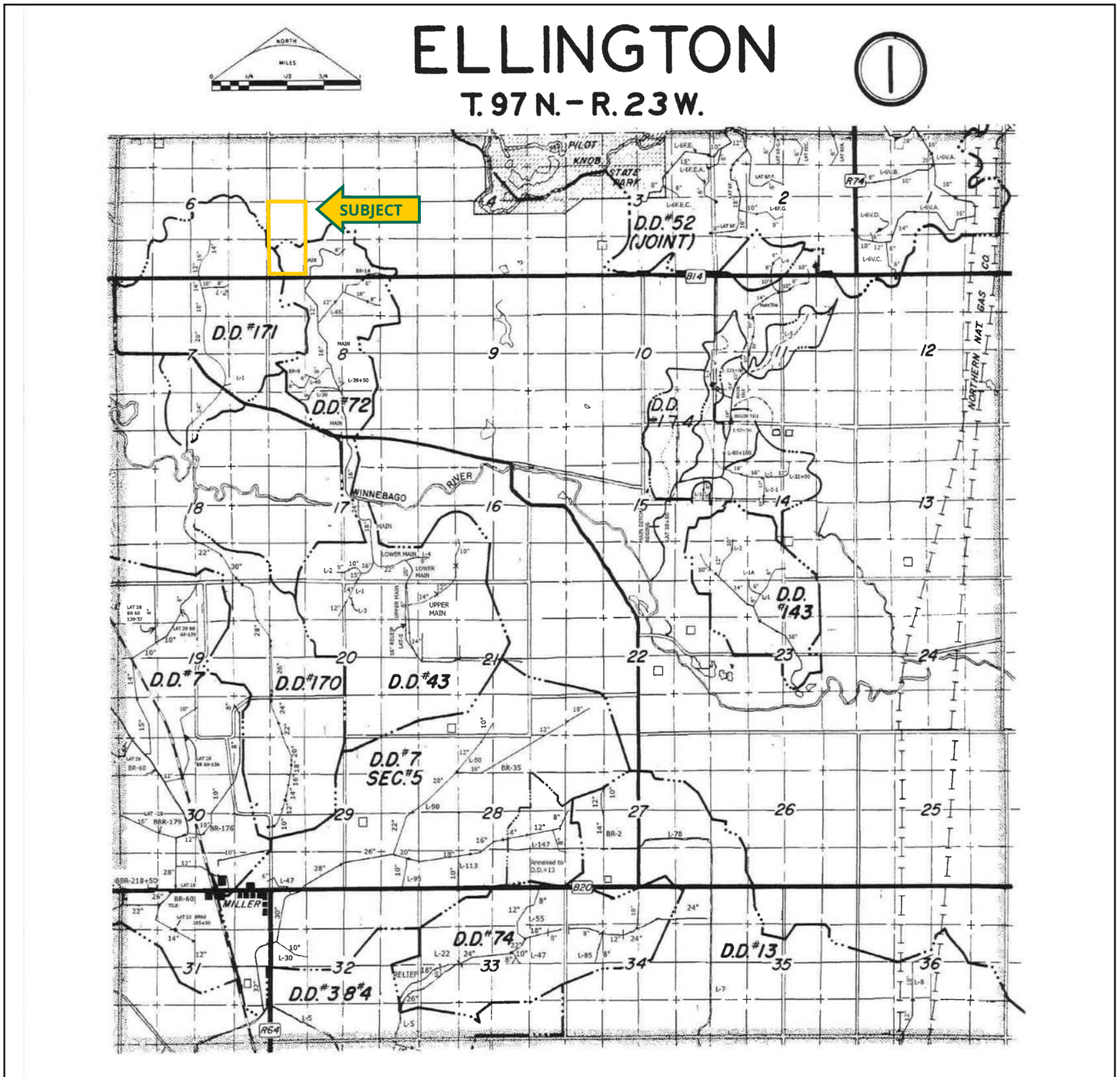
**641.423.9531** | 2800 4th St. SW, Ste. 7,  
Mason City, IA 50401 | [www.Hertz.ag](http://www.Hertz.ag)

**80.00 Acres, m/l**  
**Hancock County, IA**











## PRIVATE DRAINAGE AGREEMENT AND EASEMENT

THIS AGREEMENT made and entered this 15<sup>th</sup> day of June, 1979, by and between Dana Swanson and Marcene Swanson, husband and wife, hereinafter designated as First Party, Luther Tweeten and Eloyce J. Tweeten, husband and wife, hereinafter designated as Second Party, and Dorothy Westerberg, single, hereinafter designated as Third Party, WITNESSETH:

WHEREAS First Party is owner of real estate described as the Northeast Quarter (NE $\frac{1}{4}$ ) of the Southwest Quarter (SW $\frac{1}{4}$ ) of Section Five (5), Township Ninety-seven (97) North, Range Twenty-three (23), Hancock County, Iowa, and

WHEREAS Second Party is owner of real estate described as the Northwest Quarter (NW $\frac{1}{4}$ ) of the Southwest Quarter (SW $\frac{1}{4}$ ) of Section Five (5), Township Ninety-seven (97) North, Range Twenty-three (23), Hancock County, Iowa, and

WHEREAS Third Party is owner of real estate described as the South Half (S $\frac{1}{2}$ ) of the Northwest Fractional Quarter (NW fr  $\frac{1}{4}$ ) and the South Half (S $\frac{1}{2}$ ) of the West 40 rods of the Northeast Quarter (NE $\frac{1}{4}$ ) and the North Half (N $\frac{1}{2}$ ) of the Northwest Quarter (NW $\frac{1}{4}$ ) of the Southeast Quarter (SE $\frac{1}{4}$ ) all in Section Five (5), Township Ninety-seven (97) North, Range Twenty-three (23), Hancock County, Iowa, and

WHEREAS portions of the land above described are low, wet or subject to overflow, and

WHEREAS drainage or outlets for drainage of said lands or parts thereof can be effected by the construction of a tile drainage line and the construction and maintenance of such tile drain is to the mutual interest and 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 at the approximate center of the West boundary of the North Half (N $\frac{1}{2}$ ) of the Northwest Quarter (NW $\frac{1}{4}$ ) of the Southeast Quarter (SE $\frac{1}{4}$ ) aforesaid, running thence Westerly and Northwesterly through the East approximately  $\frac{2}{3}$  of the premises of First Party, extending into the East Half (E $\frac{1}{2}$ ) of premises of Third Party, looping Southerly into the premises of First Party, running thence Westerly and Northwesterly through the East approximately  $\frac{2}{3}$  of the premises of Second Party and extending to and outletting into a natural water course in the Southwest corner of the premises of Third Party. The upper approximately  $\frac{1}{2}$  of said tile line to consist of 8-inch tile and the lower approximately  $\frac{1}{2}$  of said tile line to consist of 10-inch tile.

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

3. The costs and expenses of the construction of the tile drain line aforesaid and the cost and expenses of the future repair and maintenance of said tile line shall be paid 50% thereof by First Party, 25% thereof by Second Party and 25% thereof by Third Party.

4. Each party hereto and the successors in title of all parties hereto may construct and outlet any private tile lines they may desire upon the lands above described and said lands only into said drainage improvement but in each such instance shall construct and shall connect such private tile lines in a good and 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 damaged thereby.



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

Dana Swanson  
Dana Swanson

Luther Tweeten  
Luther Tweeten

Marcene Swanson  
Marcene Swanson

Eloyce J. Tweeten  
Eloyce J. Tweeten

FIRST PARTIES

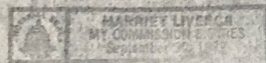
SECOND PARTIES

Dorothy Westerberg  
Dorothy Westerberg

THIRD PARTY

STATE OF IOWA, COUNTY OF WINNEBAGO, ss

On this 15<sup>th</sup> day of June, 1979, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Dana Swanson, Marcene Swanson and Dorothy Westerberg, to me known to be the identical persons named in and who executed the foregoing instrument, and acknowledged that they executed the same as their voluntary act and deed.



Harriet Lusica  
Notary Public in and for the State of Iowa

STATE OF OKLAHOMA COUNTY OF Payne, ss

On this 27<sup>th</sup> day of June, 1979, before me, the undersigned, a Notary Public in and for said County and state, personally appeared Luther Tweeten and Eloyce J. Tweeten, to me known to be the identical persons named in and who executed the foregoing instrument, and acknowledged that they executed the same as their voluntary act and deed.

Paulette Vandewater  
Notary Public in and for the State of Oklahoma

