

TILING EASEMENT

THIS EASEMENT AGREEMENT is entered into this 1st day of  
November, 1988, by and between Robert L. Henggeler

\_\_\_\_\_, of Nodaway County,  
Missouri, GRANTOR, and Gerald E. and Mary E. Luke

\_\_\_\_\_, of  
Nodaway County, Missouri, GRANTEE. WITNESSETH:

WHEREAS, GRANTOR is the owner of the following described  
real estate in Nodaway County, Missouri:

SW $\frac{1}{4}$  Section 4 T63 R34

WHEREAS, GRANTEE is the owner of the following described  
real estate in Nodaway County, Missouri:

SE $\frac{1}{4}$  Section 5 T63 R34

WHEREAS, the above-described real estate lies adjacent  
to each other; and

WHEREAS, GRANTEE desires to install field tiling in  
GRANTEE'S property for the removal of water therefrom; and

WHEREAS, the best outlet for the water carried away by  
said field tiling is located on the other side of GRANTOR'S  
property and the best access to that outlet is by going through  
and under GRANTOR'S property; and

WHEREAS, the parties desire to set out in writing their  
agreement concerning the same, and to mention their respective

rights and responsibilities relating to such easement.

NOW, THEREFORE, for and in consideration of One Dollar (\$1.00) and other good and valuable consideration, the receipt whereof is hereby acknowledged, GRANTOR does hereby grant, bargain, sell and convey to GRANTEE an easement over, upon, through and under the aforesaid GRANTOR'S property for the purpose of installing field tile at a minimum depth of three feet in said land. Such field tile shall be (perforated or non-perforated) tile. Such field tile shall follow the paths shown on the accompanying Exhibit A which is made a part of this agreement.

GRANTOR does further hereby grant, bargain, sell and convey to GRANTEE a temporary construction easement over, through and upon GRANTOR'S aforesaid property for the purpose of installing such field tile. This temporary construction easement shall terminate on the 31 day of December, 1988.

GRANTOR does further hereby grant, bargain, sell and convey to GRANTEE a perpetual easement for the purpose of inspecting and repairing said field tile. GRANTEE agrees to pay GRANTOR for any damages that the GRANTEE may cause through his repair of the field tile. The amount of damages shall be determined by a person mutually selected by GRANTOR and GRANTEE. If GRANTOR and GRANTEE cannot agree on such a person, GRANTOR and GRANTEE shall each select a person and those two persons shall select a third person. Those three persons shall then conclusively determine the amount of such damages, which GRANTEE does agree to pay within ten days of the determination of the amount.

GRANTEE shall bear all construction costs for the installation of GRANTEE'S tiling over GRANTOR'S land.

GRANTEE does promise that all tiling shall be correctly and professionally done so as not to cause any difficulties to GRANTOR after installation.

These easements and covenants shall run with the land and inure to the benefit of and be binding upon the successors in title of the respective parties.

IN WITNESS WHEREOF, the parties have hereunto set their hands the day and year first above written.

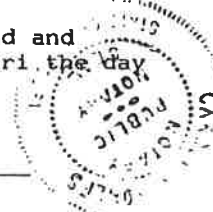
Gerald E. Luke  
Mary E. Luke  
Robert R. Henggeler

STATE OF MISSOURI:  
: SS.  
COUNTY OF NODAWAY:

On this 1st day of Nov., 1988, before me, a Notary Public, personally appeared Gerald E. Luke and Mary E. Luke, his wife, to me known to be the persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at my office in Maryville, Missouri, the day and year last above written.

Carole A. Rohlf  
NOTARY PUBLIC



My term expires:  
CAROLE A. ROHLF, NOTARY PUBLIC  
STATE OF MISSOURI, NODAWAY COUNTY  
MY COMMISSION EXPIRES FEB 25, 1989

STATE OF MISSOURI:  
: SS.  
COUNTY OF NODAWAY:

On this 1st day of Nov., 1988, before me, a Notary Public, personally appeared Robert R. Henggeler and Mary E. Luke, to me known to be the persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at my office in Maryville, Missouri, the day and year last above written.

Carole A. Rohlf  
NOTARY PUBLIC



My term expires:  
CAROLE A. ROHLF, NOTARY PUBLIC  
STATE OF MISSOURI, NODAWAY COUNTY  
MY COMMISSION EXPIRES FEB 25, 1989

STATE OF	MISSOURI	)	IN THE RECORDER'S OFFICE	2321
COUNTY OF	NODAWAY	) SS.		
I, <u>DONNA CARMICHAEL</u> , Recorder of said County, do hereby certify that the within instrument of writing was, at <u>10</u> o'clock and <u>20</u> minutes <u>A.</u> M., on the <u>1st</u> day of <u>November</u> , A.D., 1988, duly filed for record in my office, and is recorded in the records of this office, in book <u>403</u> at page <u>161</u> .				
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at <u>MARYVILLE, MISSOURI</u> this <u>1st</u> day of <u>Nov.</u> , A.D. 1988.				
(Seal)			<u>Donna Carmichael</u>	Recorder
Nodaway County, Missouri				
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