

Prepared by and Nicolas AbouAssaly, Simmons Perrine Moyer Bergman PLC
return to: 115 Third Street SE, Suite 1200, Cedar Rapids, Iowa 52401; 319-366-7641

DRAINAGE EASEMENT AGREEMENT

This Drainage Easement Agreement ("Agreement") is entered into this 7th day of January, 2022, by and between **Novak Land, LLC**, an Iowa limited liability company ("Novak Land") and **James Janovich** ("Janovich").

RECITALS

- A. Contemporaneously with the execution of this Agreement, Novak Land has sold to Janovich and Janovich has purchased from Novak Land the real estate legally described as follows:

Parcel "A" in that part of the Northeast Quarter of the Northwest Quarter (NE $\frac{1}{4}$ NW $\frac{1}{4}$), in that part of the Northeast Quarter (NE $\frac{1}{4}$), in that part of the Southeast Quarter of the Northwest Quarter (SE $\frac{1}{4}$ NW $\frac{1}{4}$), and in that part of the Northwest Quarter of the Southeast Quarter (NW $\frac{1}{4}$ SE $\frac{1}{4}$), all in Section Fifteen (15), Township Eighty-three (83) North, Range Thirteen (13), West of the 5th P.M., in Tama County, Iowa, as shown in Plat of Survey recorded as Instrument No. 2021-3880 of the records of the Tama County Recorder (**the "Janovich Parcel"**).

- B. Novak Land owns the real estate located adjacent to the entire East boundary of the Janovich Parcel, which is legally described as follows:

That part of the NE $\frac{1}{4}$ NE $\frac{1}{4}$ located Southwest of the public highway, SE $\frac{1}{4}$ NE $\frac{1}{4}$ and NE $\frac{1}{4}$ SE $\frac{1}{4}$, all in Section 15-83-15, Tama County, Iowa, EXCEPT public highways AND EXCEPT the portion of said NE $\frac{1}{4}$ NE $\frac{1}{4}$ included in the Janovich Parcel (**the "Novak Parcel"**).

- C. The natural flow of drainage of surface water from the Novak Parcel is in a westerly direction across the Janovich Parcel and is currently unobstructed in any manner.
- D. The parties have agreed regarding drainage as more fully set forth below.

NOW, THEREFORE, in consideration of Novak Land selling the Janovich Parcel to Janovich, and for other good and valuable consideration, Novak Land and Janovich agree to the following:

1. Recitals. The foregoing recitals are true and correct and made a part of this Agreement.

2. Drainage Easement. Janovich hereby grants to Novak Land and Novak Land's successors in interest in the Novak Parcel a perpetual easement for drainage of water over and across the the Janovich Parcel ("Easement").

3. Obstructions and Change of Natural Drainage Prohibited. Janovich shall not, at any time, do anything or permit any act on any part of the Janovich Parcel which obstructs, impedes or alters in any manner the natural flow of surface water drainage from the Novak Parcel over and across the Janovich Parcel, including without limitation the placement or construction of any physical structure, berm, dike or roadway or the changing of the grade, elevation or contour of any part of the Janovich Parcel in any manner whatsoever.

4. Binding Effect. This Easement is perpetual in nature, shall run with the land and be binding upon the Janovich Parcel and inure to the benefit of the Novak Parcel and shall be binding the parties and their heir, successors and assigns.

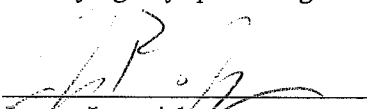
5. Laws of Iowa. This Agreement shall be governed by, construed and enforced under the laws of the State of Iowa.

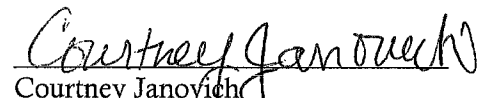
6. Entire Agreement. The terms contained herein constitute the entire agreement between the parties relating to the subject matter hereof and there are no representations, inducements, promises or agreements, oral or otherwise, between the parties not embodied herein.

7. Failure to Enforce. Failure of Novak at any time to require performance of any provisions hereof shall in no manner affect the right at a later time to enforce the provision. No waiver of any condition or breach of any term, covenant, representation or warranty contained in this Agreement, whether by conduct or otherwise, or whether in one or more instances, shall be deemed a further or continuing waiver of any condition or covenant, representation or warranty of this Agreement.

8. Captions. The captions and paragraph headings contained herein and for convenience only and shall not be used in construing or enforcing any of the provisions of this Agreement.

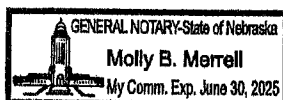
9. Execution. This Agreement may be executed in two counterparts, both of which shall be considered as one document. Courtney Janovich executes this agreement for purposes of conveying any spousal rights or interest in the Easement.

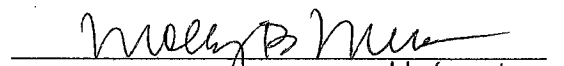

James Janovich


Courtney Janovich
Spouse of James Janovich

STATE OF NEBRASKA, Douglas COUNTY,

This record was acknowledged before me on this 7th day of January, 2022, by James Janovich and Courtney Janovich, husband and wife.



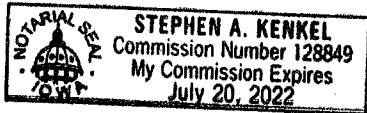

Notary Public – State of Iowa Nebraska
My commission expires on: 6-30-25

Novak Land LLC

By: Ted W. Novak
Ted W. Novak, President

STATE OF IOWA, TAMA COUNTY,

This record was acknowledged before me on this 7 day of January, 2022, by Ted W. Novak as President of Novak Land, LLC.



Stephen A. Kenkel
Notary Public – State of Iowa
My commission expires on: 7-20-2022