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DEBORAH L PEYTON, RECORDER/REGISTRAR
DELAWARE COUNTY IOWA

PREPARED BY/RETURN TO: WILLIAM P. PROWELL, SHUTTLEWORTH & INGERSOLL, P.L.C., P.O. Box 2107, Cedar Rapids, IA 52406-2107, (319) 365-9461

DRAINAGE AND TILE LINE EASEMENT

2008 - 3138

For and in consideration of the sum of One Dollar ($1.00) and other valuable consideration, the receipt of which is hereby acknowledged, **Gary Lee Sands and Penny K. Sands, husband and wife**, ("Grantor"), owners in fee simple of the real estate described on **Exhibit A** attached hereto ("Grantor's Parcel") free and clear of liens and encumbrances, do hereby convey unto **G. Wall Farms, LLC,** its successor and assigns, contract purchaser from Grantor of the real estate described on **Exhibit B** attached hereto ("Grantee"), a perpetual easement and right-of-way under, over, on, through, across and within that portion of Grantor's Parcel described below ("Easement Area") for the purpose of: (i) the drainage of water and (ii) the construction, reconstruction, maintenance, operation, repair, patrol and removal of a drainage tile line or lines, consisting of pipes and/or tubing and other necessary fixtures, equipment and construction, in the County of Delaware, and the State of Iowa:

> The Easement Area is generally described as Parcel E part of the SE 1/4, Sec. 11, T88N, R5W of the Fifth P.M., Delaware County, Iowa, according to plat recorded in Book 2007, Page 2327. A more specific legal description will be determined and set forth in an instrument to be filed hereafter by Grantee once the tile is installed or its location for installation is determined and will generally include an area of thirty (30) feet on either side of a center line which will be the tile line(s).

Together with all the rights and privileges for the full enjoyment or use thereof for the aforesaid purposes.

Grantor agrees that it will not construct or place any buildings, structures, plants, or other obstructions on the property described above which would unreasonably interfere with the operation and maintenance of the tile line and the drainage made therewith.

Grantor also conveys the right and privilege to trim, cut down or control the growth of any trees or other vegetation on said described land and such other trees and vegetation immediately adjacent thereto as in the reasonable judgment of the Grantee may interfere with construction, reconstruction, maintenance, operation, repair or use of the said line or lines.

Grantee, its contractor or agent, may enter upon Grantor's Parcel for the purpose of making surveys and preliminary estimates immediately upon the execution of this easement.

The Grantor also grants to the Grantee the reasonable right of ingress and egress to said line or lines, over/under lands immediately adjacent to the easement described above now owned by the Grantor, for the purpose of constructing, reconstructing, maintaining, operating, patrolling,

repairing and removing said tile line or lines, and the Grantee agrees to pay to the Grantor or its tenants all damages done to the lands (except the cutting and trimming of trees or other vegetation), fences, livestock or crops of the Grantor or its tenants, by the Grantee or its employees while constructing, reconstructing, patrolling or repairing said line or lines.

The easement granted hereby shall be deemed to run with the land and shall be binding upon and inure to the benefit of Grantor and Grantee, their successors and assigns. Grantor represents that no consent from any third party is necessary for the granting of this easement and that its execution will not violate or cause default under any agreements or programs by which Grantor is obligated including any mortgages. Grantor, as the contract seller of the real estate described on Exhibit B to Grantee, further consents to the installation of tile lines and drainage devices on the Exhibit B real estate.

Signed this 10th day of December, 2008.

GRANTOR:

Gary Lee Sands

Penny K. Sands

STATE OF IOWA)
) SS:
COUNTY OF DELAWARE)

This instrument was acknowledged before me this 10th day of December, 2008 by Gary Lee Sands and Penny K. Sands, husband and wife.

Notary Public

ROSEMARY HUNT
Commission Number 192508
My Commission Expires
9-16-09

EXHIBIT A

Parcel E part of the SE 1/4, Sec. 11, T88N, R5W of the Fifth P.M., Delaware County, Iowa, according to plat recorded in Book 2007, Page 2327.

EXHIBIT B

The Southeast Quarter (SE¼) of Section Eleven (11), Township Eighty Eight (88) North, Range Five (5), West of the Fifth P.M., except cemetery lot as described in Warranty Deed recorded in Book 51, L.D., Page 343 and also except Parcel E part of the SE¼, Sec. 11, T88N, R5W of the Fifth P.M., Delaware County, Iowa, according to plat recorded in Book 2007, Page 2327.