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Carla K. Becker, Auditor
By D. Willman, Deputy
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DEBORAH L PEYTON, RECORDER/REGISTRAR
DELAWARE COUNTY IOWA

TILE EASEMENT AGREEMENT

Recorder's Cover Sheet

Preparer Information:
Thomas J. Hanson
401 East Main Street
Manchester, Iowa 52057
(563) 927-5920

Taxpayer Information:
Anthony C. Broghammer
840 E Union Street
Manchester, Iowa 52057

Return Address
Thomas J. Hanson
401 East Main Street
Manchester, Iowa 52057

Grantors:
Anthony C. Broghammer
Delrose G. Broghammer

Grantees:
Hampson Farm & Ranch Ventures, L.L.C.

Legal Description: See Page 2

TILE EASEMENT AGREEMENT

This Agreement entered into this 29 day of December, 2008, by and between Anthony C. Broghammer and Delrose G. Broghammer, husband and wife (First Parties), John C. Broghammer and Mary D. Broghammer, husband and wife (Second Parties) and Hampson Farm & Ranch Ventures, L.L.C., a Limited Liability Company (Third Party);

WHEREAS, First Parties own the following described real estate located in Delaware County, Iowa:

> The South one-half (S½) of the Northwest Quarter (NW¼), and the East one-half (E½) of the Southwest Quarter (SW¼) of Section Six (6); and the Northeast Quarter (NE¼) of the Northwest Quarter (NW¼) of Section Seven (7), all in Township Eighty Nine (89) North, Range Five (5), West of the 5th P.M.;

AND WHEREAS, Second Parties own the following described real estate:

> Parcel D in the Southwest fractional Quarter (SWfr¼) of the Southwest Quarter (SW¼) of Section Six (6), Township Eighty Nine (89) North, Range Five (5), West of the 5th P.M. in Delaware County, Iowa according to plat recorded in Book 2008, Page 3582 of the records of the Delaware County Recorder; and the East one-half (E½) of the Northwest Quarter (NW¼) of the Northwest Quarter (NW¼) of Section Seven (7), Township Eighty Nine (89) North, Range Five (5), West of the 5th P.M.; except that part described as commencing at a point six hundred sixty five and five hundredths (665.05) feet East of the Northwest corner of said Section Seven (7), thence East three hundred two and ninety five hundredths (302.95) feet, thence South two hundred nineteen (219) feet, thence West three hundred two and ninety five hundredths (302.95) feet, thence North two hundred nineteen (219) feet of the point of beginning.

AND WHEREAS, Third Party owns the following described real estate located in Delaware County, Iowa:

> Parcel C in the Northwest fractional Quarter (NWfr¼) of the Southwest Quarter (SW¼) and the Southwest fractional Quarter (SWfr¼) of the Southwest Quarter (SW¼) of Section 6, Township 89 North, Range 5, West of the 5th P.M., Delaware County, Iowa, according to plat recorded in Book 2008, Page 3582 of the records of the Delaware County Recorder.

AND WHEREAS, the real estate owned by Third Party is adjoined by the real estate owned by First Parties on the North and East side, and the real estate owned by the Third Party is adjoined by real estate owned by Second Parties on the South;

AND WHEREAS, the parties wish to enter into a joint Tile Easement Agreement for the benefit of all parties hereto;

NOW, THEREFORE, in consideration of the mutual benefits to be gained by the parties they agree as follows:

1. There is a tile main running across the real estate owned by Third Party which drains real estate owned by First Parties and drains onto the real estate owned by Second Parties.

2. First Parties, for an on behalf of themselves, their heirs, successors and assigns, are hereby granted by Second Parties and Third Party the right to enter onto the real estate owned by Second Parties and Third Party to inspect, maintain, repair and replace the existing tile lines as needed to allow for the proper drainage of the real estate owned by the First Parties. First Parties shall pay all costs incurred in connection with their inspection, maintenance, repair and replacement of existing tile lines to allow for proper drainage of the real estate owned by First Parties.

3. Second Parties, for an on behalf of themselves, their heirs, successors and assigns, are hereby granted by First Parties and Third Party the right to enter onto the real estate owned by First Parties and Third Party to inspect, maintain, repair and replace the existing tile lines as needed to allow for the proper drainage of the real estate owned by the Second Parties. Second Parties shall pay all costs incurred in connection with their inspection, maintenance, repair and replacement of existing tile lines to allow for proper drainage of the real estate owned by Second Parties.

4. Third Party, for an on behalf of itself, its successors and assigns, is hereby granted by First Parties and Second Parties the right to enter onto the real estate owned by First Parties and Second Parties to inspect, maintain, repair and replace the existing tile lines as needed to allow for the proper drainage of the real estate owned by Third Party. Third Party shall pay all costs incurred in connection with their inspection, maintenance, repair and replacement of existing tile lines to allow for proper drainage of the real estate owned by Third Party.

5. Any maintenance, repair or replacement shall be done at such time as to minimize damage to unharvested crops. Any party damaging any crops during any inspect, maintenance, repair or replacement agrees to compensate the damaged party for any said crop damage.

6. All parties reserve the right to make additions to or connections with said tile lines, or extensions therefrom, upon their own property, at such time as they may wish, provided that such future installations be made and maintained in such a manner so as not to adversely affect the proper functioning of said tile lines.

7. All parties agree that trees and/or brush growing within fifty (50) feet of tile mains shall be removed and future regrowth shall be prevented.

8. This Agreement shall run with the land and be binding upon the parties hereto, their heirs, successors and assigns.

First Parties:

Anthony C. Broghammer

Anthony C. Broghammer

Delrose G. Broghammer

Delrose G. Broghammer

Second Parties:

John C. Broghammer

John C. Broghammer

Mary D. Broghammer

Mary D. Broghammer

Third Party:

Hampson Farm & Ranch Ventures, L.L.C.

By: Jennifer Hampson, Managing Member

STATE OF IOWA, COUNTY OF DELAWARE, ss:

On this 29th day of December, 2008, before me, the undersigned, a Notary Public in and for said State, personally appeared Anthony C. Broghammer and Delrose G. Broghammer, husband and wife, 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.

THOMAS J. HANSON
Commission Number 115040
My Commission Expires
September 22, 2010

Notary Public in and for the State of Iowa

STATE OF IOWA, COUNTY OF DELAWARE, ss:

On this 29 day of December, 2008, before me, the undersigned, a Notary Public in and for said State, personally appeared John C. Broghammer and Mary D. Broghammer, husband and wife, 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.

Notary Public in and for the State of Iowa

THOMAS J. HANSON
Commission Number 115040
My Commission Expires
September 22, 2010

STATE OF IOWA, COUNTY OF DELAWARE , ss:

On this 24 day of December, 2008, before me, a Notary Public in and for the said State, personally appeared Jennifer Hampson, to me personally known, who being by me duly sworn did say that that person is Managing Member of said Limited Liability Company, that no seal has been procured by the said Limited Liability Company and that said instrument was signed on behalf of the said Limited Liability Company by authority of its managers and the said Jennifer Hampson acknowledged the execution of said instrument to be the voluntary act and deed of said Limited Liability Company by it voluntarily executed.

Notary Public in and for the State of Iowa

