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DEBORAH L PEYTON, RECORDER/REGISTRAR
DELAWARE COUNTY IOWA

FADED DOCUMENT AT TIME OF RECORDING

Preparer Information Thomas J. Hanson, 401 East Main Street, Manchester, (563) 927-5920
Individual's Name Street Address City Phone

Thomas J. Hanson, ISBA # 02110

SPACE ABOVE THIS LINE FOR RECORDER

TILE EASEMENT AND AGREEMENT

This Agreement made and entered into this 4th day of April, 2012 by and between the following parties:

1. Mark A. Cassel and Amy S. Cassel, husband and wife, (hereinafter First Parties);
2. David W. Miller and Joyce D. Miller, husband and wife, (hereinafter Second Parties);
3. Randy Lynn and Tina Lynn, husband and wife, (hereinafter Third Parties);
4. Mary Quint, a single person, and Mary Quint and Diane McElliott as Trustees of the Sylvester Quint Trust, as contract sellers and Tobin L. Hartman, a single person as contractor purchaser, (hereinafter Fourth Parties);
5. Bernadette Ryan, a single person, (hereinafter Fifth Party)

WHEREAS, the said parties are the owners of the respective lands located in Delaware County, Iowa set out as follows, which shall be part of this Tile Easement and Agreement, to-wit:

a) 25.16 acres located in the following Parcel owned First Parties:

The Southeast Quarter (SE ¼) of the Northeast Quarter (NE ¼) of Section 8, Township 87 North, Range Five, West of the Fifth P.M.

b) 28.02 acres located in the following Parcel owned by Second Parties:

The South one-half (S ½) of the North one-half (N ½) of the Northeast Quarter (NE ¼) of Section 8, Township 87 North, Range Five, West of the Fifth P.M., except the North 10 rods of the East 48 rods thereof; and except the South 130 feet of the East 100 feet thereof, and except a Parcel commencing 495 feet North of the Southeast corner of the NE ¼ NE ¼ of Section 8, thence West 160 feet, South 100 feet, East 160 feet and North 160 feet to the point of beginning.

c) 2.75 acres located in the following Parcel owned by Third Parties:

The East 48 rods of the North 10 rods of the South one-half (S ½) of the Northeast (NE ¼) of the Northeast Quarter (NE ¼) of Section 8, Township 87 North, Range Five, West of the 5th P.M.

d) 20 acres located in the following Parcel owned by Fourth Parties:

The Southwest Quarter (SW ¼) of the Northeast Quarter (NE ¼) of Section 8, Township 87 North, Range Five, West of the Fifth P.M.

e) 63.11 acres located in the following Parcel owned Fifth Party:

The South one-half (S ½) of the Southeast Quarter (SE ¼) of Section 5 and the North one-half (N ½) of the North one-half (N ½) of the Northeast Quarter (NE ¼) of Section 8, all, in Township 87 North, Range Five, West of the Fifth P.M.

AND WHEREAS, it is the intention of all parties hereto that a tile drainage system be constructed and installed upon their said described lands in the manner and upon the terms and conditions as hereinafter set out.

NOW, THEREFORE, for mutual considerations and the considerations hereinafter set out, it is hereby agreed by and between the parties hereto as follows:

1. The purpose of the drain tile system to be installed is to have adequately sized subservice drainage tile to handle the current and future needs of this watershed and to eliminate tile "blowouts" on the real estate owned by First Party; and to provide guidance and structure for the foreseeable future and in this regard, the parties agree that the following drainage tile systems shall be installed:

   Start at outlet along 295th street in the Cassel property and put in a 12" main Northwesterly to the Cassel/Hartman property line. Hartman's would hook their existing tiles up to this line. Then 20' from the Cassel/Hartman line, on the Cassel side, hook a 10" tile to the afore mentioned 12" line and proceed due North crossing into the Miller property about 30'. Existing tile in the Miller property would be hooked up to this 10" tile along with the extra installation of an 8" line which would be installed to run Westerly, the Northerly towards the West draw in the Ryan property. See attached drawing of general location of tile lines to be installed.

2. The parties agree that there are approximately 139.04 acres within the watershed referred to in the description of real estate provided above and the percentages applicable to the real estate owned by each party within the watershed is as follows:

a) First Parties – 25.16 acres or 18.10%
b) Second Parties – 28.02 acres or 20.15%
c) Third Parties – 2.75 acres or 1.98%
d) Fourth Parties – 20 acres or 14.39%
e) Fifth Party – 63.11 acres or 45.37%

The parties hereto agree that they shall assume their respective share of this project as stated herein and all costs to design, install, record and repair this tile and outlet are to be shared by the parties according to the above percentages. Pursuant to the cost estimate provided by the parties, each party would pay the amounts as stated on the attached estimate of total costs and division of total costs. Each of the undersigned agrees that their respective share of said costs shall be paid to the contractor within ten days of billing.

3. The parties agree that they have been informed that according to NRCS the plan contemplated by this agreement is adequate to handle the watershed included herein. Each party agrees that they will be responsible for any and all other tile located on their properties and all costs associated with such other tile. Other than tile lines being hooked onto the system as part of this agreement, the parties agree that no additional tile lines shall be added to the system without the consent of all the parties to the agreement. Provided however, that party of the first part can hook onto 12 inch tile line at the outlet located on the south side of the property at 295th street. Any and all costs for future repairs and maintenance of the 12 inch, 10 inch and 8 inch tile lines being installed as part of this tiling agreement shall be shared by the parties hereto, or their successors in interest as per the percentages as stated herein. In the event that any future repair or replacement of the 12 inch, 10 inch or 8 inch tile lines causes crop damage, then the costs of repair and maintenance shall include reimbursement to the individual owner of said parcel for any crop damage.

4. For the purpose of carrying out the intent of this agreement, each of the parties hereto hereby gives, grants, bargains and conveys to each of the other parties, their heirs, successors, grantees, executors and assigns, an easement upon that portion of their respective lands hereinabove described which may be necessary for future inspection, maintenance and repair of any of said tile drainage system, together with the right to enter thereon at all reasonable times for said purposes and for the purpose of keeping said tile drainage system in proper operating condition.

5. The parties agree that this agreement and the rights and obligations contained herein shall be binding on the parties hereto, their heirs, successors and assigns.

Mark A. Cassel – First Party

Amy Cassel – First Party

David W. Miller – Second Party

Joyce D. Miller – Second Party

Randy Lynn – Third Party

Tina Lynn – Third Party

Mary Quint – Individually & Trustee – Fourth Party

Diane McElliott – Trustee – Fourth Party

Tobin L. Hartmann – Fourth Party

Bernadette Ryan – Fifth Party

STATE OF IOWA, COUNTY OF Delaware **, ss:**

On this 4 day of April, 2012, before me, the undersigned, a Notary Public in and for said State, personally appeared, Mark ACassel and Amy Cassel, 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.

Laura A. Fuller
Notary Public in and for the State ~~of Iowa~~

NOTARIAL SEAL IOWA
LAURA A. FULLER
Commission Number 729115
My Commission Expires
4-23-13

STATE OF IOWA, COUNTY OF Delaware **, ss:**

On this 28 day of March, 2012, before me, the undersigned, a Notary Public in and for said State, personally appeared, David W. Miller and Joyce D. Miller, 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.

Laura A. Fuller
Notary Public in and for the State of Iowa

NOTARIAL SEAL IOWA
LAURA A. FULLER
Commission Number 729115
My Commission Expires
4-23-13

STATE OF IOWA, COUNTY OF Delaware **, ss:**

On this 29 day of March, 2012, before me, the undersigned, a Notary Public in and for said State, personally appeared, ~~David~~ Randy Lynn and Tina Lynn, 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.

Laura A. Fuller
Notary Public in and for the State of Iowa

NOTARIAL SEAL IOWA
LAURA A. FULLER
Commission Number 729115
My Commission Expires
4-23-13

STATE OF IOWA, COUNTY OF Delaware **, ss:**

On this 24 day of March, 2012, before me, the undersigned, a Notary Public in and for said State, personally appeared, Mary Quint, a single person and as Trustee of the Sylvester Quint Trust 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.

Laura A. Fuller
Notary Public in and for the State of Iowa

LAURA A. FULLER
Commission Number 729115
My Commission Expires
4-23-13

STATE OF IOWA, COUNTY OF Delaware **, ss:**

On this 24 day of March, 2012, before me, the undersigned, a Notary Public in and for said State, personally appeared, Diane McElliot, as Trustee of the Sylvester Quint Trust 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.

Laura A Fuller
Notary Public in and for the State of Iowa

LAURA A. FULLER
Commission Number 729115
My Commission Expires
4-23-13

STATE OF IOWA, COUNTY OF Delaware **, ss:**

On this 24 day of March, 2012, before me, the undersigned, a Notary Public in and for said State, personally appeared, Tobin L. Hartmann, a single person 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.

Laura A. Fuller
Notary Public in and for the State of Iowa

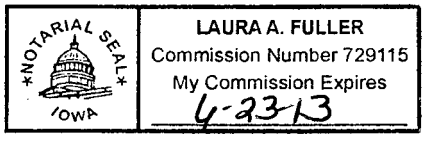
LAURA A. FULLER
Commission Number 729115
My Commission Expires
4-23-13

STATE OF IOWA, COUNTY OF Delaware **, ss:**

On this 28 day of March, 2012, before me, the undersigned, a Notary Public in and for said State, personally appeared, Bernadette Ryan, a single person 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.

Laura A. Fuller

Notary Public in and for the State of Iowa

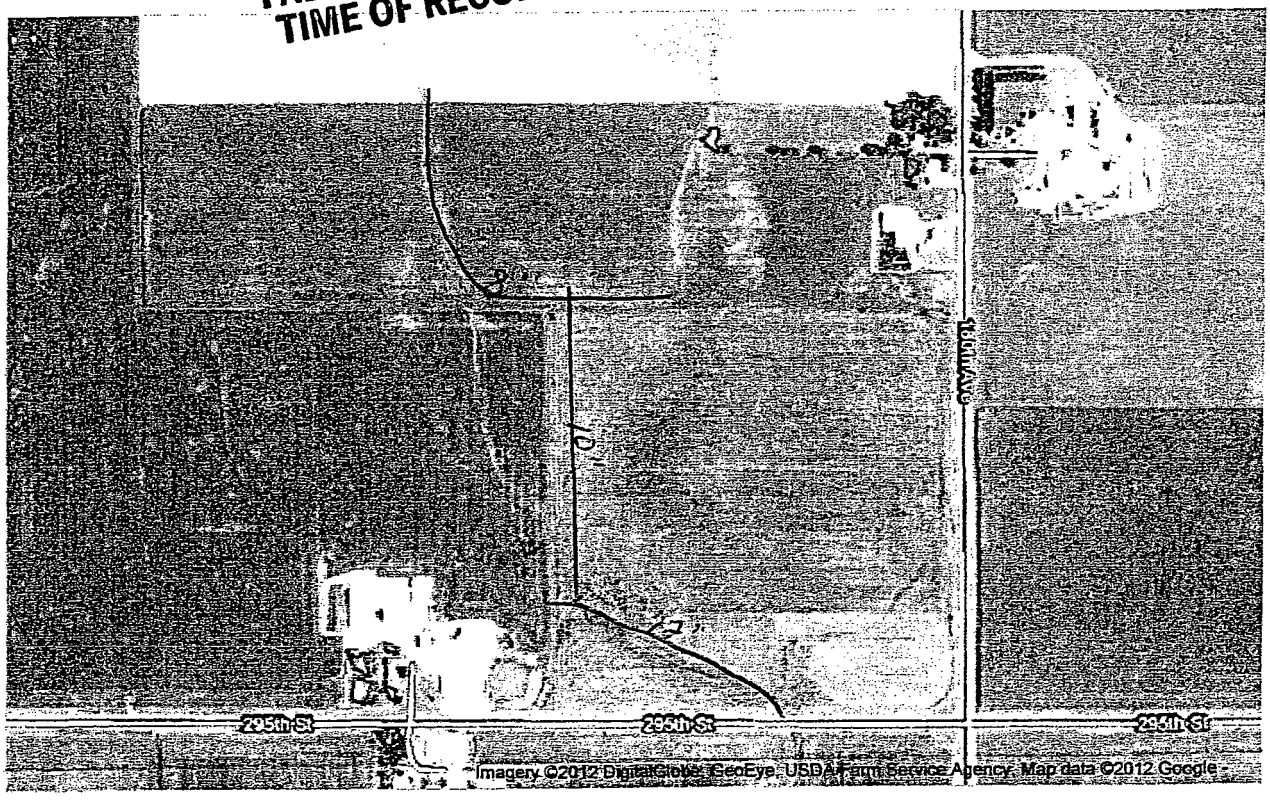


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TIME OF RECORDIN



Total Cost

1020' of 12" perforated tile	5,844.60
1010' of 10" perforated tile	5,120.70
1420' of 8" perforated tile	3,677.80
12" outlet @ road	124.78
12" T	34.26
12" Trap	18.99
12" to 10" reducer	11.58
10" to 8" reducer, 2 @ 8.31	16.62
8" to 6" reducer, 2 @ 4.99	9.98
Locate & repair in Cassel's	690.00
total cost	**15,549.31**
Less Cassel's 4" tile not needed	2,090.90
Less Miller's 4" tile not needed	1,462.60
amount split	***11,995.81***

Split's

Cassel @ 18.1%	2,171.24
2030' of 4" tile not needed because of this main	2,090.90
	4,262.14
Hartman @ 14.39%	1,726.20
Miller @ 20.16%	2,418.36
1420" of 4" tile not needed because of this main	1,462.60
	3,880.96
Lynn @ 1.98%	237.52
Ryan @ 45.37%	5,442.50
Total Cost	**15,549.31**