Subscribed and sworn to before me this 31 day of Dec. 1964. ~~Russell Rhodes~~ Russell Rhodes

(Notarial Seal) Jo Ann L Morfoot ~~Jo Ann L Morfoot~~
Notary Public in and for Balto County, - - -

CERTIFICATE OF RECORDER

I, Mary E Welty, Recorder of ~~Madison County, Iowa,~~ do hereby certify that the foregoing affidavit was filed in my office by the owners in possession of the real estate above described, ~~as set forth therein,~~ in accordance with the provisions of Section 614.17 of the Code of Iowa, 1962, as amended.

Mary E. Welty Recorder of ~~Madison~~ County, Iowa

George W. Moore et al
To
Jasper W. Lenocker et al

#282
Fee $9.50

Filed for record the 23 day of January A. D. 1965 at 11:45 o'clock A. M.
Mary E. Welty, Recorder

DRAINAGE AGREEMENT

THIS AGREEMENT entered into this 19 day of January 1965, by and between George W. Moore and S. Mayra Moore Moore, husband and wife, first parties; Jasper W. Lenocker and Olive L. Lenocker, husband and wife, Lillis M. Knouf and J. M. Knouf, wife and husband, Margery A. Jackson and William L. Jackson, wife and husband, second parties; Howard Bunnell and Elsie M. Bunnell, husband and wife, third parties; Hazel DeVault, single, fourth party; and Ruth Ida Imboden, single, Olive L. Lenocker and Jasper W. Lenocker, wife and husband, Lillis M. Knouf and J. M. Knouf, wife and husband, Margery A. Jackson and William L. Jackson, fifth parties, WITNESSETH:

WHEREAS, first parties own the real estate described as the East Half (½) of the Northwest Quarter (¼) of Section Thirty-three (33), Township Seventy-seven (77) North, Range Twenty-nine (29) West of the 5th P. M., Madison County, Iowa, and,

WHEREAS, second parties own real estate described as the Southwest Quarter (¼) of Section Thirty-three (33), Township Seventy-seven (77) North, Range Twenty-nine (29) West of the 5th P. M., Madison County, Iowa, and,

WHEREAS, third parties own real estate described as the North Half (½) of the Northeast Quarter (¼) of Section Thirty-three (33), Township Seventy-seven (77) North, Range Twenty-nine (29) West of the 5th P. M., Madison County, Iowa, and,

WHEREAS, fourth party owns real estate described as the South Half (½) of the Northeast Quarter (¼) of Section Thirty-three (33), Township Seventy-seven (77) North, Range Twenty-nine (29) West of the 5th P. M., Madison County, Iowa, and,

WHEREAS, fifth parties own real estate described as the Southeast Quarter (¼) of Section Thirty-three (33), Township Seventy-seven (77) North, Range Twenty-nine (29) West of the 5th P. M., Madison County, Iowa, and,

WHEREAS, the parties hereto have requested and received assistance and advice from the Soil Conservation Service of the U.S. Department of Agriculture which includes a preliminary survey of the land owned by all of the parties and the drainage area to be affected by a proposed tile system, said drainage area consisting of approximately 240 acres and will be served by two tile systems referred to in the preliminary survey as Main A and Main B, Main A starting at the road culvert, which is West of the Northeast corner of Section Thirty-three (33), and running along the West side of the main waterway through the lands of first, third and fourth parties to the North line of the property owned by second parties said main extending approximately 3,000 feet in length, and also being connected by three submains referred to as Submains A-1, A-2 and A-3, which submains total approximately 2,450 feet. Main B also commences at the road culvert as Main A and runs along the East side of the main waterway through the lands of third and fourth parties to the North line of the land owned by fifth parties, said Main B being approximately 2,800 feet in length, and in addition being connected to three submains referred to as Submains B-1, B-2 and B-3 which submains total approximately 2,700 feet in length, and,

WHEREAS, all of the parties hereto are desirous of entering into an agreement for the construction, maintenance and repair of said drainage system and have herein set out all of the rights, duties and obligations of the parties with reference thereto.

NOW THEREFORE IT IS AGREED by and between the parties hereto as follows:

1. In consideration of the benefits that each of the parties hereto will receive by reason of the construction and maintenance of the two continuous tile drainage main lines to serve their respective properties, each of the parties hereby severally bind themselves, their heirs, successors and assigns to construct, install and maintain the drainage tile systems and to pay their share of the cost necessary to complete said drainage system according to the plans and requirements of the U. S. Department of Agriculture, the location of said main lines to be as set out above subject to any amendments or alterations therein as may be required on final survey by the U.S. Department of Agriculture.

2. It is agreed that Main A shall consist of approximately 500 feet of 12 inch tile, 500 feet of 10 inch tile, 800 feet of 8 inch tile and 1,200 feet of 6 inch tile, and Submains A-1, A-2 and A-3 will be approximately 2,450 feet of 6 inch tile. The design and construction of Main A shall be such as to permit first party and second party to tile their respective lands or that area of their lands which drains to the North and East connecting their individual tile to Main A or the Submains connected thereto.

3. It is further agreed that Main B shall consist of approximately 1,450 feet of 8 inch tile and 1,350 feet of 6 inch tile, and that Submains B-1, B-2 and B-3 shall be constructed with approximately 2,700 feet of 5 inch tile and that the construction of said Main B shall be such as to permit third, fourth and fifth parties to install tile on their own land and connect to said Main B.

4. The parties hereto agree that the cost of construction of Mains A and B and the submains connected thereto shall be paid by first applying thereon any government cost-sharing payment received by any of the parties hereto, and the remaining cost shall be paid by the parties in proportion as the parties have agreed upon, said division of the costs to be as follows:

Main A, Submain A-1, A-2, A-3:

First Party	45%
Second Party	25%
Third Party	15%
Fourth party	15%

Main B, Submain B-1, B-2, B-3:

Third party	33 1/3%
Fourth party	33 1/3%
Fifth party	33 1/3%

5. The parties hereto agree that both of said main lines and the submain lines connected thereto shall be maintained and repaired from time to time as is necessary to fully carry out the purpose of the construction of said main and submain lines, and all future costs in connection with repair and maintenance of the original main and submain lines shall be shared by the parties in the same proportions set out above in connection with the construction costs of said main and submain lines.

6. The parties hereto agree that the construction and connection of any of their private tiling for their own respective tracts of land shall be in accordance with specifications and requirements of the U.S. Department of Agriculture and shall be at the expense of the party installing said tiling system on his own land to connect with either of the main tile systems covered by this agreement.

7. It is further agreed by all of the parties hereto that the original construction of the main and submain lines, all future repairs and maintenance and construction of any private tile connecting thereto shall be installed and maintained in accordance with

regulations and requirements of the U.S. Department of Agriculture. It is further agreed that all trees and shrubs within 100 feet of said main line or submain lines shall be removed and future growth in said area prevented and removed as part of the proper maintenance thereof, and that no inlets permitting direct entry of surface water into tile lines or any tile lines connected thereto will be installed or permitted.

8. It is further agreed that each of the parties hereto grants unto each of the other parties to this agreement a right and easement across the lands of each of the parties as may be necessary to construct, maintain, use and enjoy the advantages and benefits of the drainage of their lands to the common outlet through the main lines and submain lines hereinbefore referred to, and each party further grants to each other party and all other parties the right to enter the property of any other party at any reasonable time for the purpose of inspection, maintenance and repair of the main and submain lines.

9. It is agreed that no person other than the parties hereto shall be permitted to use any part of this tile drainage system, nor shall said system be used for the drainage of any lands other than the lands belonging to the parties hereto or their successors, without the consent and approval of all parties to this agreement.

10. It is further agreed as hereinbefore stated that any payments representing cost-sharing by any agency of the Federal Government for the installation or maintenance of said drainage system shall be used and belong to the parties to be first applied to the cost of construction or maintenance and the balance of the costs of construction or maintenance shall then be determined and paid proportionately by the parties as agreed above. That any of the parties to whom a payment is made by any agency of the U.S. Government shall immediately upon receipt of said payment apply the same to the initial cost of construction and shall furnish proof to all other parties of said payment. That failure to do so will render the party receiving the payment liable to all other parties herein in the amount of said payment not applied to the cost of construction.

11. It is further agreed that this agreement shall be binding upon all of the parties and that the rights, duties and obligations herein granted and assumed shall run with the respective lands herein described as benefits and burdens thereto and that no material alteration in the terms of this agreement shall be binding on any of the parties unless reduced to writing and signed by all of the parties or their successors in interest.

George W. Moore
George W. Moore
Jasper W. Lenocker
Jasper W. Lenocker
Lillis M. Knouf
Lillis M. Knouf
Margery A. Jackson
Margery A. Jackson
Howard Bunnell
Howard Bunnell
Hazel DeVault
Hazel DeVault

S. Mayra Moore
S. Mayra Moore
Olive L. Lenocker
Olive L. Lenocker
J. M. Knouf
J. M. Knouf
William L. Jackson
William L. Jackson
Elsie M. Bunnell
Elsie M. Bunnell
Ruth Ida Imboden
Ruth Ida Imboden

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES, SS:

On this 4 day of January, 1965, before me, the undersigned, a Notary Public in and for said County, in said State, personally appeared George W. Moore and S. Mayra Moore Moore, to me known to be the identical persons named in and who executed the within and foregoing instrument, and acknowledged that they executed the same as their voluntary act and deed.

(NOTARIAL SEAL)

FRANK S. BARNARD
Notary Public-California
Principal Office in Los Angeles County

Frank S. Barnard Notary Public
in and for Los Angeles County,
State of Calif.
FRANK S. BARNARD
My commission expires March 19, 1967

STATE OF IOWA, COUNTY OF MADISON, SS:

On this 11th day of January, 1965, before me, the undersigned, a Notary Public in and for said County, in said State, personally appeared Jasper W. Lenocker and Olive L.

Lenocker, to me known to be the identical persons named in and who executed the within and foregoing instrument, and acknowledged that they executed the same as their voluntary act and deed.

(NOTARIAL SEAL)

Shirley A. Webster
Shirley A. Webster Notary Public
in and for Madison County, Iowa.

STATE OF TEXAS, COUNTY OF BEXAR, SS:

On this 15 day of January, 1965, before me, the undersigned, a Notary Public in and for said County, in said State, personally appeared Lillis M. Knouf and J. M. Knouf, to me known to be the identical persons named in and who executed the within and foregoing instrument, and acknowledged that they executed the same as their voluntary act and deed.

(NOTARIAL SEAL)

Jessie May Reavis
JESSIE MAY REAVIS Notary Public
in and for Bexar County, Texas.

STATE OF ILLINOIS, COUNTY OF LAKE, SS:

On this 19th day of January, 1965, before me, the undersigned, a Notary Public in and for said County, in said state, personally appeared Margery A. Jackson and William L. Jackson, to me known to be the identical persons named in and who executed the within and foregoing instrument, and acknowledged that they executed the same as their voluntary act and deed.

(NOTARIAL SEAL)

Roscoe F. Murphy
Roscoe F. Murphy Notary Public
in and for Lake County, Illinois.
Commission Expires Oct 8, 1968

STATE OF IOWA, COUNTY OF DALLAS SS:

On this 6 day of January, 1965, before me, the undersigned, a Notary Public in and for said County, in said State, personally appeared Howard Bunnell and Elsie M. Bunnell, to me known to be the identical persons named in and who executed the within and foregoing instrument, and acknowledged that they executed the same as their voluntary act and deed.

(NOTARIAL SEAL)

Russell Horn
Russell Horn Notary Public
in and for Dallas County, Iowa.

STATE OF IOWA, COUNTY OF MADISON, SS:

On this 7th day of January, 1965, before me, the undersigned, a Notary Public in and for said County, in said State, personally appeared Hazel DeVault, to me known to be the identical persons named in and who executed the within and foregoing instrument and acknowledged that they executed the same as their voluntary act and deed.

(NOTARIAL SEAL)

Marian A. Mark
Marian A. Mark Notary Public
in and for Madison County, Iowa.

STATE OF IOWA, COUNTY OF MADISON, SS:

On this 11th day of January, 1965, before me, the undersigned, a Notary Public in and for said County, in said State, personally appeared Ruth Ida Imboden, to me known to be the identical persons named in and who executed the within and foregoing instrument, and acknowledged that they executed the same as their voluntary act and deed.

NOTARIAL SEAL

Shirley A. Webster
Shirley A. Webster Notary Public
in and for Madison County,
State of Iowa.

Clayton Kirk
To
The Public

#285
Fee $1.50

Filed for record the 25 day of January A. D. 1965 at 3:00 o'clock P. M.
Mary E. Welty, Recorder
Shirley G. Henry, Deputy

AFFIDAVIT RE: ADOPTION OF BRAND

STATE OF IOWA MADISON COUNTY:SS

I, Clayton Kirk, being first duly sworn on oath depose and say, that I have adopted the brand known as the "Bar K" for the purpose of marking domestic animals. That this Affidavit of Adoption of Brand is prepared and filed under the provisions of Chapter 187 of the 1962 Code of Iowa. That an actual drawing of the "Bar K" brand is as follows and will be