ADAMS - SNELL CONSENT DRAINAGE DISTRICT

THIS AGREEMENT made and entered into this ______ day of March,
A.D. 1976, by and between SHIRLEY SAYE SNELL, also known as Shirley

F. Snell, single, of Cerro Gordo County, Iowa, FIRST PARTY, and ANNA
M. SNELL, single, and SHIRLEY F. SNELL, single, both of Cerro Gordo
County, Iowa, SECOND PARTIES, and JOHN R. ADAMS, JR., single, of St.

Petersburg, Florida, THIRD PARTY, and ROLAND LOUIE GRUNDEL and PEARL
JANE GRUNDEL, husband and wife, of Cerro Gordo County, Iowa, FOURTH
PARTIES, and MORRIS A SNELL and EDNA T. SNELL, husband and wife,
Cerro Gordo County, Iowa, FIFTH PARTIES, and VAN DUZER TRUST, Thomas
C. Teas, sole Trustee; Ris-Van Farms, Ltd., an Iowa corporation with
its principal place of business in Cerro Gordo County, Iowa; and
Franklin Kenneth Van Duzer and Charles Wayne Van Duzer, Trustees under
an irrevocable Trust dated December 24, 1970, for the benefit of
Marjorie Marie Van Duzer, SIXTH PARTIES, WITNESSETH:

WHEREAS, the First Party, Shirley Faye Snell, is the owner in fee simple of:

The Northeast Quarter of Section 12, Township 97 North, Range 19, West of the 5th P.M., Cerro Gordo County, Iowa:

and

WHEREAS, the Second Party, Anna M. Snell, is the owner in See simple of:

The Southwest Quarter of Section 12, Township 97 North, Range 19, West of the 5th P.M., Cerro Gordo County, Iowa,

subject to a Contract of Sale to the Second Party, Shirley F. Snell.

which Contract is dated the 12th day of February, 1970, and is filed for record in Book 185 page 478 in the Office of the County Recorder of Cerro Gordo County, Iowa; and

WHEREAS, the Third Party, John R. Adams, Jr., is the owner in fee simple of:

The Southeast Quarter of Section 12, Township 97 North, Range 19, West of the 5th P.M., Cerro Gordo County, Iowa;

and

WHEREAS, the Fourth Parties, Roland Louie Grundel and Pearl Jane Grundel, husband and wife, are the owners in fee simple of:

The Northwest Quarter of Section 12, Township 97 North, Range 19, West of the 5th P.M., Cerro Gordo County, Iowa;

and

WHEREAS, the Fifth Parties, Morris A. Snell and Edna T. Snell, husband and wife, are the owners in fee simple of:

The Northeast Quarter of the Northwest Quarter of Section 13, Township 97 North, Range 19, West of the 5th P.M., Cerro Gordo County, Iowa;

and

WHEREAS, the Sixth Party, Van Duzer Trust, Thomas C. Teas, sole Trustee, is the owner in fee simple of:

The Northeast Quarter of Section 13, Township 97 North, Range 19, West of the 5th P.M., Cerro Gordo County, Iowa.

subject to a Contract of Sale to the Sixth Party, Ris-Van Farms, Ltd.

The Sixth Party, Ris-Van Farms, Ltd., formerly Ris-Van Realty Co. is

the owner in fee simple of:

The West Half of the Southeast Quarter of Section 13. Township 97 North, Range 19, West of the 5th P.M., Cerro Gordo County, Iowa,

and the Sixth Party, Franklin Kenneth Van Duzer and Charles Wayne

Van Duzer, Trustees under an irrevocable Trust dated December 24,

1970 (recorded in Sook AF in the office of the County Recorder of

Cerro Gordo County, Iowa) for the benefit of Marjorie Marie Van Duzer,

are the owners in fee simple of:

The East Half of the Southeast Quarter of Section 13, Township 97 North, Range 19, West of the 5th P.M., Gerro Gordo County, Iowa, except beginning at the East Quarter corner of said Section 13, thence West 610 feet, thence South 75 feet, thence East 610 feet, thence North to the point of beginning.

Certain of the parties hereto desire to extablish a Consent

Drainage District for the purpose of draining land owned by certain

of the parties above set out; and other parties hereto have joined in

this agreement for the purpose of granting a perpetual easement over

and across a part of the lands above described.

NOW, THEREFORE, it is agreed by and between the parties hereto as follows:

- 1. This Drainage District shall be known as "ADAMS SNELL CONSENT DRAINAGE DISTRICT".
- 2. This Adams Shell Consent Drainage District shall include only the lands lying within the natural watershed of Section 12, the Northeast Quarter of the Northwest Quarter and the Northeast Quarter of Section 13 and the Southeast Quarter of the Southeast Quarter of Section 1, all in Township 97 North, Range 19, West of the 5th P.M., Cerro Gordo County, Towa, and the Southwest Quarter of the Southwest Quarter of Section 5 and the Northwest Quarter of the Northwest Quarter

P.M., Mitchell County, Iowa. That hereto attached, marked Exhibit "A" and made a part hereof is a Conservation Plan Map showing the boundary lines of the natural watershed and the description of the land in which said Adams - Shell Consent Drainage District is located. The owners of the land located in the Southeast Quarter of the Southeast Quarter of Section I in Township 97 North, Range 19, West of the Sth P.M., Cerro Gordo County, Iowa, and the Southwest Quarter of the Northwest Quarter of Section 7 in Township 97 North, Range 18, West of the Sth P.M., Mitchell County, Iowa, are not made a party to this Adams - Shell Consent Drainage District, but provision is hereafter made for their use of this Adams - Shell Consent Drainage District.

3. This Adams - Snell Consent Drainage District has for its outlet an OUTLET STRUCTURE and an open drainage ditch. The OUTLET STRUCTURE and the north end of the open drainage ditch are located at a point approximately 220 feet south and 20 feet cast of the Northwest corner of the Southwest Quarter of the Northeast Quarter of Section 13. Township 97 North, Range 19. West of the 5th P.M., Cerro Gordo County, Iowa, and hereto attached, marked Exhibit "B", sheets one to seven inclusive, and made a part hereof is a copy of the OUTLET STRUCTURE showing the detail thereof. The North end of the open drainage ditch commences at the OUTLET STRUCTURE and runs South to a point approximately 100 feet East and 500 feet South of the Northwest Corner of the Southeast Quarter of Section 13. Township 97 North, Range 19. West of the

direction across said Southeast Quarter and outlets into the "YAM DULERS MUTUAL DRAINAGE SYSTEM" on the South line of the Southeast Quarter of the Southeast Quarter of said Section 13, Township 37 North, Range 19. West of the 5th P.M. The open drainage direct is approximately 9 feet deep from ground level, 12 feet deep from the top of the spoil bank. 6 feet wide at the bottom of the citch, 30 feet at the top of the direct and has a slope of 2 to 1.

That the open drainage ditch and the OUTLET STRUCTURE is substantially completed at a cost of \$12,230.13, as shown by Exhibit "C-1" and Exhibit "C-2" hereto at sched and made a part hereof; and the Sixth Party, Ris-Van Farms, Ltd. as the owner of said land has paid one-half of the costs of the construction of said open ditch and OUTLET STRUCTURE in the amount of \$6,115.06, and the balance of said construction cost performed to date; namely, \$6,115.06 is chargeable up against the Adams - Snell Consent Drainage District. There remains additional work to be done on said open drainage ditch and the OUTLET STRUCTURE; namely, the seeding of the spoil banks along the open direct which is estimated to be at a cost of \$625.00, the furnishing of the material and the construction of a metal guard rail for the OUTLET STRUCTURE which is estimated to cost \$500.00, the grading and the layering of rip-rock on the bottom and sides of the basin leading into the OUTLET STRUCTURE and the estimated cost of the material and labo for the completion of the OUTLET STRUCTURE in the sum of \$1075.00 (140 ton of rock @\$725.00 and machine hire and labor \$350.00) and it is estimated that the total cost of completing the open drainage dirch and

OUTLET STRUCTURE is in the aggregate the sum of \$2200.00, one-half of which shall be paid by Ris-Van Farms, Ltd., and one-half of which shall be paid by the Adams - Snell Consent Drainage District. The OUTLET STRUCTURE is designed to receive water from a closed drain and also surface waters. The water from the OUTLET STRUCTURE drains to the south through a corrugated metal pipe 42 inches in diameter; the pipe passes through an east and west earthen dam which has now been constructed, and said waters outlet into the north end of the open drainage ditch.

That hereto attached, marked Exhibit "D" and made a part hereof is a tile location map showing the drainage system to be constructed for the Adams - Snell Consent Drainage System. This drainage system consists of a Main, Submain A. Submain A-1, Submain A-2, and Submain B. The size of the tile and the estimated length thereof is shown on Exhibit "D" and said tile lines have not as yet been completed It is estimated that the cost of the material and labor for the construction of the drainage system as shown in Exhibit "D" will be \$21,208.00, and hereto attached, marked Exhibit "E" and made a part hereof is a cost estimate for said construction. The First Party intends to extend Submain A, Submain A-1 and Submain B to subsequently provide drainage outlets for land lying in the Northeast Quarter of Section 12, the Southeast Quarter of the Southeast Quarter of Section 1, all in Township 97, Range 19, West of the 5th P.M., Cerro Gordo County, Iowa, and for the Southwest Quarter of the Southwest Quarter of Section 6 and the Northwest Quarter of the Northwest Quarter of

Section 7 in Township 97 North, Range 18, West of the 5th P.M. Mitchell County, Iowa. The cost of the extension of Submain A, Submain A-1 and Submain B into the Northeast Quarter of Section 12 and to the Southeast Quarter of the Southeast Quarter of Section 1 in Township 97 North, Range 19, West of the 5th P.M., Cerro Gordo County, lows, and to the Southwest Quarter of the Southwest Quarter of Section 6 and the Northwest Quarter of the Northwest Quarter of Section 7, Township 97 North, Range 18, West of the 5th P.M., Mitchell County, Iowa, shall be at the sole expense of the owner of the Northeast Quarter of said Section 12 and said owner shall have the right to receive all of the contributions made by the owners of the Southeast Quarter of the Southeast Quarter of Section 1, Township 97 North, Range 19, West of the 5th P.M., Cerro Gordo County, Iowa, and the Southwest Quarter of the Southwest Quarter of 6 and the Northwest Quarter of the Northwest Quarter of 7 of Township 97 North, Range 18, West of the 5th P.H., Mitchell County, Iowa, to connect with said drainage system; and said owner of the Northeast Quarter of Section 12 shall be responsible to the Adams - Snell Consent Drainage District for the payment of future maintenance and repairs of the drainage district that may be charged up against the Northeast Quarter of Section 12, the Southeast Quarter of the Southeast Quarter of Section 1, Township 97 North, Range 19, Cerro Gordo County, Iowa, and the Southwest Quarter of the Southwest Quarter of Section 6 and the Northwest Quarter of the Northwest Quarter of Section 7, Township 97 North, Range 18, West of the 5th P.M., Mitchel County, Iowa.

6. The owners of all lands located within the natural watershed, as shown by Exhibit "A", shall have the right to connect with and emtler

waters into the trunk tile line shown on Exhibit "D"; provided, however, the cost of all extension or laterals not shown on Exhibit "D" shall be at the expense of the owner of the land through which the tile extension or lateral are made.

That hereto attached and made a part hereof is Schedule "F" entitled, "Adams - Snell Consent Drainage District Division of Costs. This schedule sets forth the division of the costs for the Adams -Smell Consent Drainage District to include one-half of the cost of the complete construction of the open ditch and the OUTLET STRUCTURE and for the full amount of the costs of the construction of said tile lines as shown on Exhibit "D" and all of the parties to this Adams - Smell Consent Drainage District agree that they will promptly pay their proportionate share of these costs as and when the same become payable to the contractors. (The First, Second, Fourth, Fifth and Sixth Party Ris-Van Farms, Ltd. have now paid their proportionate share of the costs of the opportunities of the open ditch and CUTLET STRUCTURE, as billed in Eshibits C-1 em# C-3.) The Sinth Party, Ris-Van Lands, Ltd., at the owner of the land were which the OFFLET STRUCTURE and open ditch is located have in addition paid one-half of all of the costs now incurred in the construction of said DUTLET FINICIPAL and the open direct 256,215 and further arms that they will in the spring of 1900 complete the construction of the open ditch and the OUTLET STRUCTURE and will furnish all of the labor seed, waterial and equ. on for the sending of the speci banks at the open disch, for the rip-rocking of the heath surrounding the UCTLET STEECHER and for the acquisition and installation of the OCILAT PROCESS goord, all at the actual cost thereonf but for a sum of not to exceed \$2,200,00 and said Sixth Party us the owner of the land open which the DUTLET STRUCTURE and open

for the completion of the OUTLET STRUCTURE and open ditch, and the "Adams - Snell Consent Drainage District" will pay one-half of the actual additional costs, but not to exceed the sum of \$1100.00, and the said Ris-Van Farms, Ltd. will hold the parties to this agreement harmless from the payment of additional costs for the complete construction of the OUTLET STRUCTURE and open ditch; provided, however, this does not excuse the Third Party from the payment of his porportionate share of the cost of the open ditch and OUTLET STRUCTURE that has now been constructed (26.8% of \$6,115.06 = \$1638.84, plus interest)

8. The Sixth Parties hereto as the owners or the Contract purchasers of land located in the East Half of Section 13, Township 97 North, Range 19, West of the 5th P.M., Cerro Gordo County, Iowa, hereby grant and convey to the present and future owners of land lying within the natural watershed of the "Adams - Snell Consent Drainage District" an easement over, across and through the foliowing described real estate situated in the County of Cerro Gordo and State of Iowa, to-wit:

A strip of land 50 feet in width the center line of which commences at a point approximately 220 feet south and 20 feet east of the Northwest corner of the Southwest Quarter of the Northeast Quarter of Section 13, Township 97 North, Range 19, West of the 5th P.m. (At the point of commencement, there is now located an OUTLET STRUCTURE), thence South to a point approximately 100 feet East and 500 feet South of the northwest corner of the Southeast Quarter of said Section 13, thence southeasterly to the south line of the Southeast Quarter of the Southeast Quarter of said Section 13 to the north end of the "Van Duzers Mutual Drainage System". (An open drainage ditch is now constructed on the 50-foot easement above described.)

This excement is given for the purpose of permitting the grantees and their successors in title to the land lying within the "Adams - Snell Consent Drainage District" to construct, reconstruct, repair, maintain, operate and to clean, deepen and widen the open ditch and OUTLET STRUCTURE now existing on said property together with the right to enter upon said property from time to time for all proper purposes in connection with the maintenance, repair, operation, clean out or replacement of said OUTLET STRUCTURE and open ditch.

The Grantors agree that they will maintain and operate the property over which this essement is granted so as not to disturb or interfere with the use of the easement, the OUTLET STRUCTURE, an earthen dam now located on the easement or the open drainage ditch.

The Sixth Parties, Van Duzer Trust, Thomas C. Teas, sole Trustee, and Franklin Kenneth Van Duzer and Charles Wayne Van Duzer, Trustees under an irrevocable frust for the benefit of Marjorie Marie Van Duzer, and their successors in title, shall have no responsibility or liability for the cost, operation, control, construction, repair or maintenance of the open ditch or the OUTLET STRUCTURE, and they are joined in this agreement solely for the purpose of granting the easement set forth in this paragraph.

9. It is further mutually covenanted and agreed by and between the parties hereto that the tile lines, as shown on Exhibit "D" hereto attached, shall be for the sole use and benefit of property located within the natural watershed of said "Adams - Snell Consent Drainage District" as shown by Exhibit "A" hereto attached and for the further benefit of public highways running through, along or between said

land and each of the landowners within said natural watershed for the purpose of draining their respective lands within said watershed may, at their own expense, connect any tile lines and sublateral drains at any time. Each party further covenants and agrees that no one shall close up any part of the tile lines as shown on Exhibit "D", the OUTLET STRUCTURE or the open ditch, nor allow or permit any person or persons to obstruct or in any way interfere with the operation of said tile lines, OUTLET STRUCTURE or open ditch; provided, however, the Sixth Party, Ris-Van Farms, Ltd., or its successors in title, shall, at its own cost, have the right to outlet additional water from its land into the open drainage ditch.

All of the owners of land lying within the "Adams - Snell Consent Drainage District" grant unto all present and future owners of land lying within the natural watershed of the "Adams - Snell Consent Drainage District" an easement and right to enter upon land lying within said drainage district for the purpose of constructing, repairing, maintaining, operating and cleaning said tile lines, OUTLET STRUCTURE and open ditch; provided, however, said grantees and their successors in title shall not hinder or prevent the proper cultivation of any tract through which the closed drain or open ditch passes and agree that they will not in any way permit, allow or cause an obstruction in or to said closed drain, OUTLET STRUCTURE or the open ditch.

10. In the event repair or clean out is needed to maintain the efficiency of the tile lines, the OUTLET STRUCTURE or the open ditch,

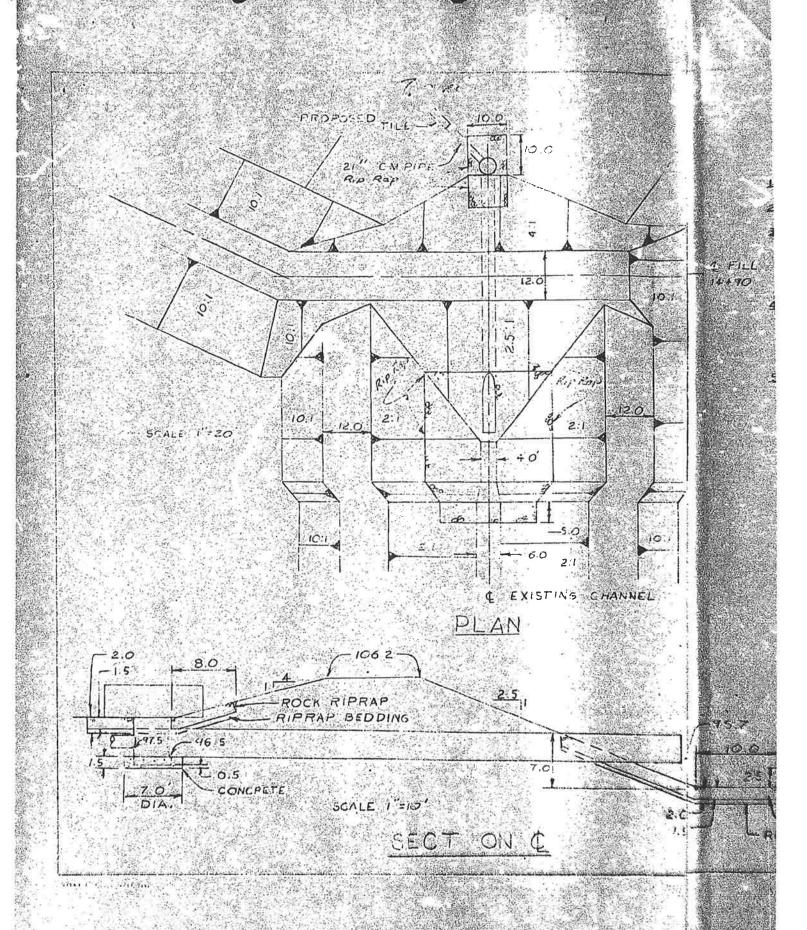
this "Adams - Snell Consent Drainage District" and the owners of the land upon which the OUTLET STRUCTURE and open ditch is located may mutually agree to employ a contractor to perform said work with the same division of costs as above set out (one-half of the cost of repair of the OUTLET STRUCTURE and open ditch to be charged against the owner of the land upon which said ditch and structure is located and one-half to the "Adams - Snell Consent Drainage District".) All costs charged against the "Adams - Snell Consent Drainage District" shall be divided as set forth in Schedule "F" attached.

Adams - Snell Consent Drainage District and the land on which the OUTLET STRUCTURE is located or through are unable to mutually agree upon any future repair or clean out to said tile lines, the OUTLET STRUCTURE or the open ditch, then this agreement shall constitute a Petition under the provisions of Chapter 462 of the 1975 Code of Iowa and the owner of any land lying within said Adams - Snell Consent Drainage District shall have the right to file this agreement with the County Auditor of Cerro Cordo County, Iowa, together with said land owners' sworn Affidavit reciting that the then owners of the Land lying within said Adams - Snell Consent Drainage District are unable to agree upon repair or clean out of said tile line, OUTLET STRUCTURE or open ditch and the filing of this agreement and Affidavit as above described in the office of the County Auditor of Cerro Gordo County, Iowa, shall in itself confer jurisdiction upon the Board of Supervisors

of Cerro Gordo County, Iowa, to proceed to hold an election of Trustees under the provisions of Chapter 462 of the 1975 Code of Iowa and all proceedings relative to this Consent Drainage District shall thereafter be handled and managed by the Trustees under the provisions of Chapter 462 of the 1975 Code of Iowa and Acts Amendatory thereto.

- 12. The Sixth Party, Ris-Van Farms, Ltd., and its successors in title to the land upon which the OUTLET STRUCTURE is constructed and through which the open ditch passes agree, after the 1976 seeding has been completed, that it will, at its own expense, keep the banks of the open ditch covered with proper foilage, remove trash from the OUTLET STRUCTURE and open ditch and keep livestock out of the open ditch and OUTLET STRUCTURE and will not permit the earthen dam to be used for a bridge or cross over for machinery or livestock.
- 13. It is mutually agreed by and between all of the parties hereto that the covenants and agreements herein contained shall run within the land herein described and shall be binding on all parties hereto, their heirs, executors, administrators, successors and assigns.
- 14. This Adams Snell Consent Drainage District Agreement shall be filed in the office of the County Recorder of Cerro Gordo County, Iowa.
- 15. The cost of legal services, title search, recording and expenses in the preparation of this agreement shall be divided as set forth in Schedule F.

IN WITNESS WHEREOF, we have hereunto set our hands the day and year first above written. FIRST PARTY SECOND PARTIES Dun Dank Hru Pearl Jane Gru-del FOURTH PARTIES movie a brell Morris A. Snell Edna J. Snell Edna T. Snell FIFTH PARTIES VAN DUZER TRUST Thomas C. Teas, sole Trustee RIS-VAN FARMS, LTD. By Tennettvan Franklin Kenneth Van Duzer Charles Wayne Jan Duzer Trustees under an irrevocable Trust for the benefit of Marjorie Marie Van Duzer SIXTH PARTIES



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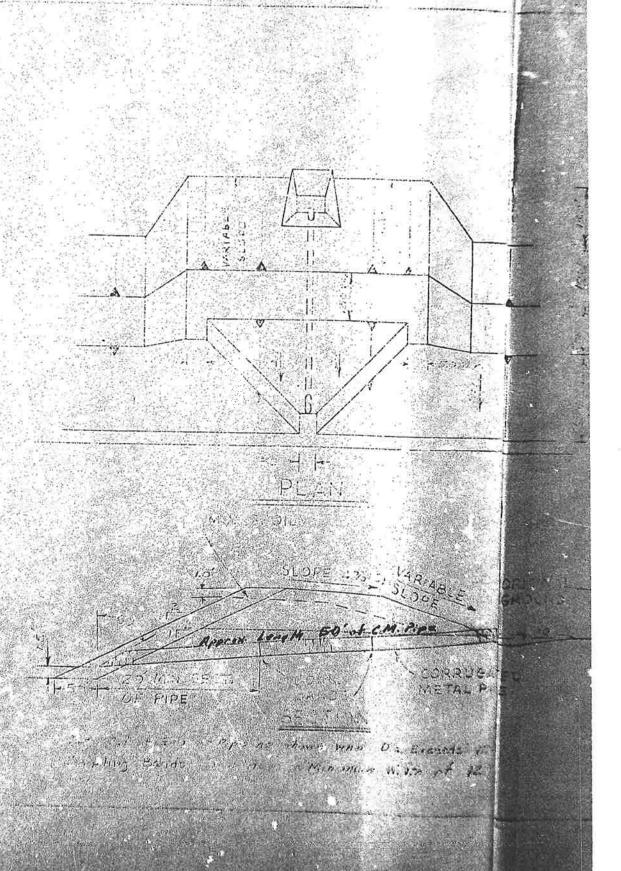
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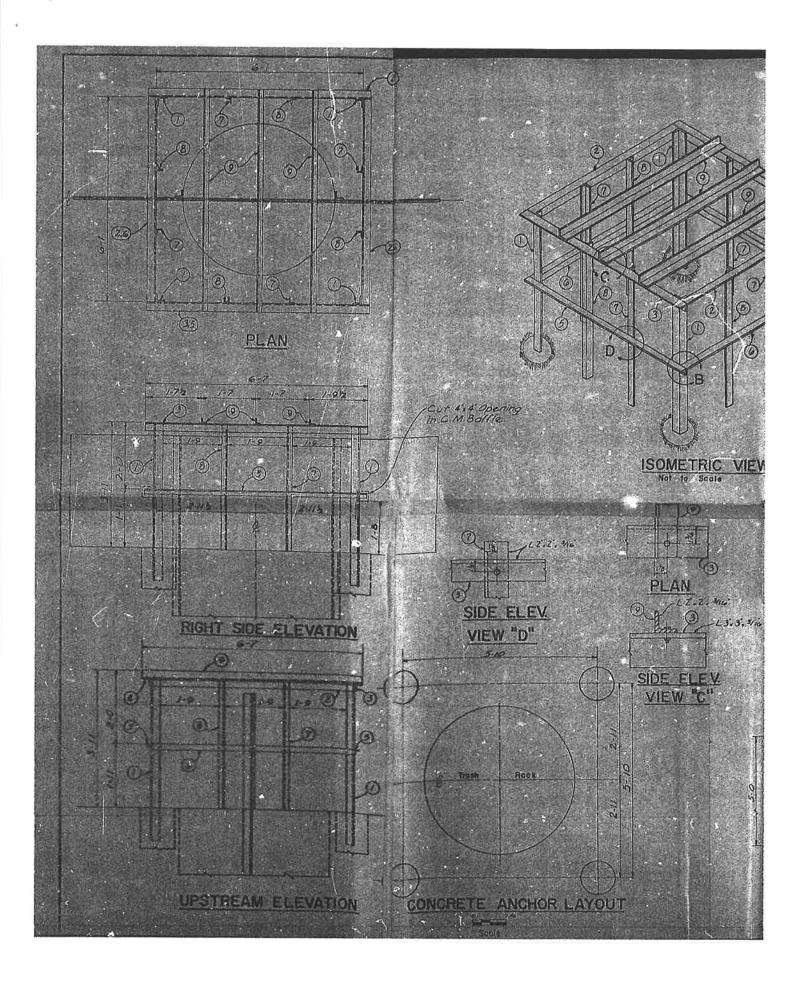
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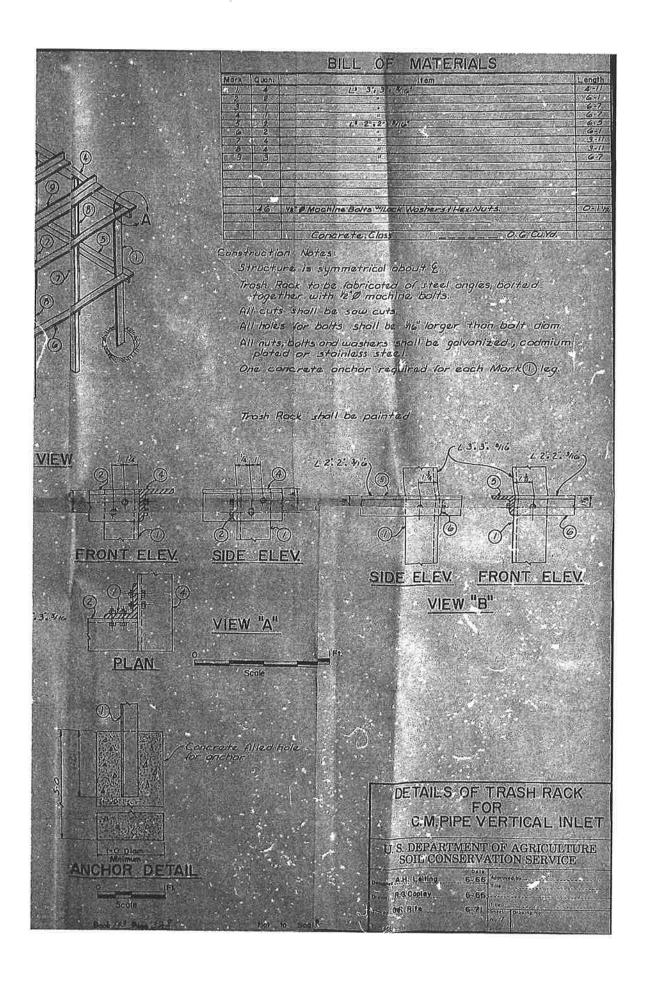
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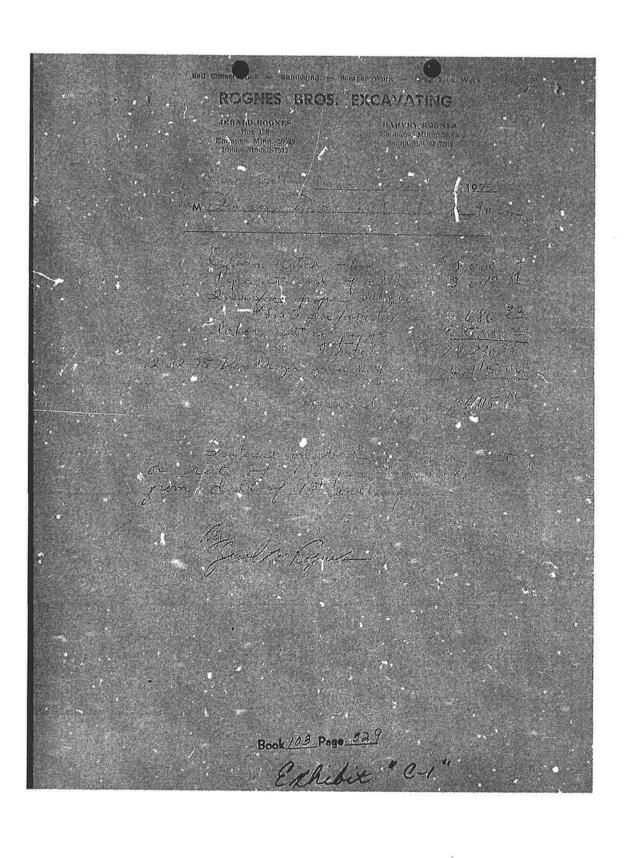
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Thank You, Rodge Swatered

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Book 14.5 Page 43.5

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ADAMS - SNELL CONSENT DRAINAGE DISTRICT

DIVISION OF COSTS

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Exhibit "4"