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EASEMENT AGREEMENT

Recorder's Cover Sheet

Preparer Information:

Joseph S. Danielson, 630 G Avenue, Grundy Center, (319) 824-6951

Taxpayer Information:

Mitch Cashatt, 807 Railroad Street, Parkersburg, Iowa 50665

Return Address

Joseph S. Danielson, 630 G Avenue, P.O. Box 365, Grundy Center, Iowa 50638

Grantors:

Roger Sapper and Susan Cordes

Grantees:

Mitch Cashatt

Legal Description:

Document or instrument number if applicable:

EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT, made this _____ day of _____, 2008, by and between Roger Sapper and Susan Cordes, (hereinafter referred to as "Grantors"), and Mitch Cashatt (hereinafter referred to as "Grantee").

WITNESSETH:

WHEREAS, the Grantors are owner in fee simple of the property located in Appanoose County, Iowa, legally described as follows and hereinafter referred to as "Burdened Property":
see attached Exhibit A

WHEREAS, the Grantee is the owner in fee simple of the property located in Appanoose County, Iowa, described as follows and hereafter referred to as "Benefitted Property":
see attached Exhibit B

WHEREAS, the Grantor wishes to grant and the Grantee wishes to receive a easement over, under and across that part of the Burdened Property described as follows and hereafter referred to as "The Easement Premises":
see attache Exhibit C

NOW, THEREFORE, in consideration of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the following grants, agreements and covenants and restrictions are made:

1. Grant of Easement. The Grantor hereby grants to Grantee, their heirs and assigns, as an easement appurtenant to the Benefitted Property, a perpetual easement for the ingress and egress on

the Burdened Property herein described at any time that they may see fit.

2. Additions to Benefitted Tenement. Said easement is also appurtenant to any land that may hereafter be of common ownership with the Benefitted Property aforesaid and that is contiguous to the Benefitted Property. An area physically separated from the Benefitted Property, but having access thereto by means of public ways or private easements or rights is deemed to be contiguous to the Benefitted Property.

3. Division of benefitted Property. If the Benefitted Property is hereafter divided into two parts by separation of ownership or by lease, both parts are joined by the benefit of the easement hereby created.

4. Running of Benefits and Burdens. All provisions of this instrument, including the benefits and burdens, run with the land and are binding upon and inure to the heirs, assigns, successors, tenants and personal representatives of the parties hereto.

5. Construction. This grant shall be given a reasonable construction in accordance with the laws of the State of Iowa with the intention of the parties to confer a commercially usable right of enjoyment on the Grantee as carried out.

6. Reservation of Right to Use. The Grantor herein expressly reserved for itself, its successors and its assigns, the right to use the Easement Premises or to grant other easements or licenses at the same location so long as such use does not unreasonably interfere with the rights herein granted.

7. Maintenance of the Easement Premises. Grantee shall maintain the Easement Premises together with any improvements constructed or installed thereon by Grantee or associated with Grantee's use of the Easement Premises. The operation and maintenance of such improvements and of the Easement Premises shall be at Grantee's sole cost and expense.

8. Mitigation by Grantee of interference with Grantor. The Grantee shall not materially interfere with the use by and operation and activities of Grantor on its property, and Grantee shall use such routes and follow such procedures on Grantor's property as result in the least damage and

inconvenience to Grantor.

9. Limitation of Liability. This Grant of Easement is made on the express condition that Grantor is to be free from all liability by reason of injury or death to persons or injury to property from whatever cause arising out of Grantee's, its contractors', agents', officers', members', employees', invitees', or licensees' exercise of rights granted pursuant to this Easement or use of the Easement Premises or of the improvements or personal property of Grantee therein or thereon, including any liability for injury or death to the person or property of Grantee, its contractors, agents, officers, members, employees, invitees, or licensees or to any property under the control or custody of Grantee. Grantee hereby covenants and agrees to defend and indemnify Grantor, its officers, employees, agents, students, invitees and guests and save them harmless from any and all liability, loss, costs or obligations on account of, or arising out of, any such injury or losses caused or claimed to be caused by the exercise of the Easement or use of the Easement Premises by Grantee, however occurring, other than those caused solely by the willful or negligent acts or omissions of Grantor.

10. Release of Easement. The owner of the Benefitted Property may terminate this instrument by recording a release in recordable form with directions for delivery of same to the owner of the Burdened Property at its last address and the easement hereby created shall terminate. For convenience, such instrument may run to the "owner or owners and parties interested" in whole or in parcel of the Burdened Property.

IN WITNESS WHEREOF, the parties have duly executed this Easement Agreement on the date first above written.

GRANTORS:

BY

S. C. Grady
Rogers

GRANTEE

BY

Roger Sapper

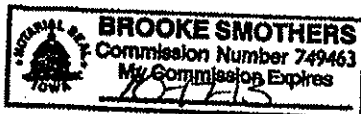
Mitch Cashatt

Roger Sapper
Susan Cordes
S E Cordes

ACKNOWLEDGMENT

STATE OF IOWA, COUNTY OF Appanoose, ss:

On this 6 day of June, 2012, before me, the undersigned, personally appeared Roger Sapper to be the persons named in and who executed the foregoing instrument and acknowledged that they executed the same as their voluntary act and deed.



Brooke Smothers
NOTARY PUBLIC FOR STATE OF IOWA

STATE OF IOWA, COUNTY OF Appanoose, ss:

On this 6 day of June, 2012, before me, the undersigned, personally appeared Susan Cordes to be the persons named in and who executed the foregoing instrument and acknowledged that they executed the same as their voluntary act and deed.



Brooke Smothers
NOTARY PUBLIC FOR STATE OF IOWA

EXHIBIT "A"**Auditor's Parcel B**

A part of the Northeast Quarter of the Southwest Quarter of Section 30, Township 69 North, Range 19 West of the Fifth Principal Meridian, Appanoose County, Iowa, also designated as Auditor's Parcel "B", and more particularly described as follows:

Commencing at the Northeast Corner of the Northeast Quarter of the Southwest Quarter of said Section 30; thence South 00 degrees 16 minutes 39 seconds East along the east line of said Northeast Quarter of the Southwest Quarter a distance of 100.00 feet to the southerly right-of-way line of State Highway 2, as shown on a Property Plat prepared by the Iowa Department of Transportation for Ross A. Sager, and the Point of Beginning; thence South 00 degrees 16 minutes 39 seconds East along said east line a distance of 195.99 feet; thence North 88 degrees 52 minutes 44 seconds West a distance of 558.73 feet; thence South 50 degrees 25 minutes 53 seconds West a distance of 253.32 feet; thence South 65 degrees 35 minutes 05 seconds West a distance of 313.49 feet; thence North 89 degrees 01 minutes 29 seconds West a distance of 280.16 feet to the west line of said Northeast Quarter of the Southwest Quarter; thence North 00 degrees 04 minutes 15 seconds along said west line a distance of 362.08 feet to the southerly right-of-way line of said State Highway 2; thence South 89 degrees 55 minutes 55 seconds East a distance of 200.39 feet; thence North 00 degrees 57 minutes 47 seconds West a distance of 50.01 feet; thence South 89 degrees 55 minutes 55 seconds East a distance of 214.00 feet; thence North 79 degrees 15 minutes 13 seconds East a distance of 319.78 feet; thence South 89 degrees 55 minutes 55 seconds East a distance of 651.93 feet to the Point of Beginning, the aforesaid all being along said southerly right-of-way line, containing 9.04 acres, more or less.

EXHIBIT "B"

THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER AND THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER AND A STRIP OF LAND 30' WIDE EAST AND WEST OFF THE WEST SIDE OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 30, AND THE EAST HALF OF THE NORTHWEST QUARTER AND THE WEST HALF OF THE NORTHEAST QUARTER AND COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 31, THENCE NORTH 80 RODS; THENCE EAST 24 RODS; THENCE SOUTH TO CENTER OF BIG WALNUT CREEK, THENCE DOWN SAID CREEK TO A POINT 25 RODS EAST OF THE SOUTHWEST CORNER, THENCE WEST TO THE PLACE OF BEGINNING, ALL IN TOWNSHIP 69 NORTH, RANGE 19 WEST OF THE 5TH P.M. IN APPANOOSE COUNTY, IOWA.

THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER AND THE EAST ONE-HALF OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER, ALL IN SECTION 31, TOWNSHIP 69, RANGE 19 WEST OF THE 5TH P.M., EXCEPT COAL UNDERLYING THE WEST ONE-HALF OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER, SECTION 31, TOWNSHIP 69, RANGE 19 AND THE WEST HALF OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 31, TOWNSHIP 69, RANGE 19 WEST OF THE 5TH P.M. AND THE NORTH ONE-HALF OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 31, TOWNSHIP 69, RANGE 19 WEST OF THE 5TH P.M. ALSO THE EAST 26 ACRES, MORE OR LESS, OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 31, TOWNSHIP 69, RANGE 19 WEST OF THE 5TH P.M., APPANOOSE COUNTY, IOWA, BOUNDED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 31, THENCE RUNNING WEST 56 RODS, THENCE SOUTH TO THE CREEK, THENCE FOLLOWING THE CHANNEL OF SAID CREEK TO A POINT 55 RODS WEST OF THE SOUTHEAST CORNER OF THE SAID SOUTHEAST QUARTER OF THE NORTHEAST OF SECTION 31, THENCE RUNNING EAST 55 RODS TO THE SAID SOUTHEAST CORNER OF THE SAID SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 31, THENCE NORTH 80 RODS TO PLACE OF BEGINNING. "SOUTH ONE-HALF OF THE NORTHEAST ONE-FOURTH OF SOUTHWEST ONE-FOURTH OF SECTION 31, TOWNSHIP 69, RANGE 19, CONSISTING OF 20 ACRES, MORE OR LESS, AND ALSO THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 31, TOWNSHIP 69, RANGE 19, AND ALSO THE NORTH ONE ACRE OF THE SOUTHWEST ONE-FOURTH OF THE SOUTHWEST QUARTER OF SECTION 31, TOWNSHIP 69, RANGE 19, SAID TRACTS CONSISTING OF APPROXIMATELY 46 ACRES MORE OR LESS, AND ALSO THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER SECTION 31, TOWNSHIP 69, RANGE 19, ALL BEING IN APPANOOSE COUNTY, IOWA.

AND

THE SOUTHWEST FRACTIONAL QUARTER OF THE NORTHWEST QUARTER AND THE SOUTH 330.0 FEET OF THE NORTHWEST FRACTIONAL QUARTER OF THE NORTHWEST QUARTER ALL IN SECTION 31, TOWNSHIP 69 NORTH, RANGE 19

WEST OF THE 5TH P.M., APPANOOSE COUNTY, IOWA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCING AT THE WEST QUARTER CORNER OF SAID SECTION 31, AND PROCEEDING THENCE NORTH 00°00'00" EAST 1,650.44 FEET ALONG THE WEST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 31, THENCE SOUTH 89°12'11" EAST 1,388.01 FEET, THENCE SOUTH 00°20'19" WEST 1,650.33 FEET TO THE SOUTHEAST CORNER OF THE SOUTHWEST FRACTIONAL QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 31, THENCE NORTH 89°12'11" WEST 1,378.25 FEET ALONG THE SOUTH LINE OF THE SOUTHWEST FRACTIONAL QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 31 TO THE POINT OF COMMENCEMENT, SAID PARCEL CONTAINING 52.400 ACRES, MORE OR LESS, 0.947 ACRES OF WHICH IS APPANOOSE COUNTY ROAD RIGHT OF WAY, SUBJECT TO EASEMENTS OF RECORD.

AND

THE WEST 30 FEET OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 30, TOWNSHIP 69 NORTH, RANGE 19 WEST OF THE 5TH P.M., APPANOOSE COUNTY, IOWA, EXCEPT ALL THAT PART CONVEYED TO THE STATE OF IOWA.

AND

THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER, EXCEPT THE WEST 30 FEET, OF SECTION 30, TOWNSHIP 69 NORTH, RANGE 19 WEST OF THE 5TH P.M., APPANOOSE COUNTY, IOWA, EXCEPT ALL THAT PART CONVEYED TO THE STATE OF IOWA, AND EXCEPT THE FOLLOWING TRACT: BEGINNING AT A POINT 100 FEET SOUTH OF THE NORTHEAST CORNER OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER, SECTION 30, TOWNSHIP 69, RANGE 19, THENCE SOUTH 192 FEET, THENCE WEST 515 FEET, THENCE NORTH 192 FEET TO THE HIGHWAY #2 RIGHT OF WAY LINE, THENCE EAST ALONG SAID RIGHT OF WAY LINE 515 FEET TO THE POINT OF BEGINNING.

AND

BEGINNING AT A POINT 100 FEET SOUTH OF THE NORTHEAST CORNER OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER, SECTION 30, TOWNSHIP 69 NORTH, RANGE 19 WEST OF THE 5TH P.M., APPANOOSE COUNTY, IOWA, THENCE SOUTH 192 FEET, THENCE WEST 515 FEET, THENCE NORTH 192 FEET TO THE HIGHWAY #2 RIGHT OF WAY LINE, THENCE EAST ALONG SAID RIGHT OF WAY LINE 515 FEET TO THE POINT OF BEGINNING.
EXCEPT A PART OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 30, TOWNSHIP 69 NORTH, RANGE 19 WEST OF THE FIFTH PRINCIPAL MERIDIAN, APPANOOSE COUNTY, IOWA, ALSO DESIGNATED AS AUDITOR'S PARCEL "B", AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCING AT THE NORTHEAST CORNER OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 30; THENCE SOUTH 00 DEGREES 16 MINUTES 39 SECONDS EAST ALONG THE EAST LINE OF SAID NORTHEAST QUARTER OF THE SOUTHWEST QUARTER A DISTANCE OF 100.00 FEET TO THE SOUTHERLY RIGHT-OF-WAY LINE OF STATE HIGHWAY 2, AS SHOWN ON A PROPERTY PLAT PREPARED BY THE IOWA DEPARTMENT OF TRANSPORTATION FOR ROSS A. SAGER, AND THE POINT OF BEGINNING; THENCE SOUTH 00 DEGREES

16 MINUTES 39 SECONDS EAST ALONG SAID EAST LINE A DISTANCE OF 195.99 FEET; THENCE NORTH 88 DEGREES 52 MINUTES 44 SECONDS WEST A DISTANCE OF 558.73 FEET; THENCE SOUTH 50 DEGREES 25 MINUTES 53 SECONDS WEST A DISTANCE OF 253.32 FEET; THENCE SOUTH 65 DEGREES 35 MINUTES 05 SECONDS WEST A DISTANCE OF 313.49 FEET; THENCE NORTH 89 DEGREES 01 MINUTES 29 SECONDS WEST A DISTANCE OF 280.16 FEET TO THE WEST LINE OF SAID NORTHEAST QUARTER OF THE SOUTHWEST QUARTER; THENCE NORTH 00 DEGREES 04 MINUTES 15 SECONDS ALONG SAID WEST LINE A DISTANCE OF 362.08 FEET TO THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID STATE HIGHWAY 2; THENCE SOUTH 89 DEGREES 55 MINUTES 55 SECONDS EAST A DISTANCE OF 200.39 FEET; THENCE NORTH 00 DEGREES 57 MINUTES 47 SECONDS WEST A DISTANCE OF 50.01 FEET; THENCE SOUTH 89 DEGREES 55 MINUTES 55 SECONDS EAST A DISTANCE OF 214.00 FEET; THENCE NORTH 79 DEGREES 15 MINUTES 13 SECONDS EAST A DISTANCE OF 319.78 FEET; THENCE SOUTH 89 DEGREES 55 MINUTES 55 SECONDS EAST A DISTANCE OF 651.93 FEET TO THE POINT OF BEGINNING, THE AFORESAID ALL BEING ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, CONTAINING 9.04 ACRES MORE OR LESS.

EXHIBIT "C"**INGRESS/EGRESS EASEMENT**

A Twenty-Four foot (24') wide ingress/egress easement located in Auditor's Parcel "B" in the Northeast Quarter of the Southwest Quarter of Section 30, Township 69 North, Range 19 West of the Fifth Principal Meridian, Appanoose County, Iowa, the centerline being more particularly described as follows:

Commencing at the Northeast Corner of said Auditor's Parcel "B"; thence North 89 degrees 55 minutes 55 seconds West along the north line of said Auditor's Parcel "B" a distance of 529.82 feet to the Point of Beginning, said North line also being the southerly right-of-way line of State Highway 2, as shown on a Property Plat prepared by the Iowa Department of Transportation; thence South 60 degrees 26 minutes 02 seconds West a distance of 60.83 feet along the centerline of said ingress/egress easement; thence South 38 degrees 29 minutes 58 seconds West a distance of 210.10 feet; thence South 23 degrees 39 minutes 00 seconds West a distance of 51.29 feet; thence South 07 degrees 07 minutes 55 seconds West a distance of 47.35 feet; thence South 09 degrees 38 minutes 47 seconds East a distance of 42.62 feet to the south line of said Auditor's Parcel "B" and there terminating, the aforesaid all being along the centerline of said easement, containing 0.23 acres, more or less.