WELL AND WATERLINE EASEMENT

GRANT OF EASEMENT, made this 3rd day of February 2017, between Farm Credit Services of America, FLCA ("**Grantor**"), in favor of Orvis K. Behrens Farms, Ltd and James L. Behrens, individually, d/b/a Behrens Farms, his successors and/or assigns (together the "**Grantee**").

WHEREAS, the Grantor is seized of an estate in fee simple of a parcel of land described on Exhibit "A" attached hereto and made a part hereof by this reference (hereinafter referred to as "**Grantor Property**");

WHEREAS, the Grantee is seized of an estate in fee simple of another parcel of land adjoining the Grantor's land described on Exhibit "B" attached hereto and made a part hereof by this reference (hereinafter referred to as "**Grantee Property**");

Therefore, for valuable consideration, Grantor hereby grants and conveys to Grantee:

An appurtenant easement over, across, and under part of the Grantor Property to use, maintain, repair, and operate the existing well, waterline and water delivery system and related equipment located on and under the Grantor Property, including any replacements, improvements and/or substitutions thereof located there, as more particularly identified in the Plat of Survey description as part of Exhibit "B" (collectively the "**well and waterline**") to supply water to the Grantee Property;

Full and free right and liberty for Grantee and its or his tenants, representatives, and licensees, in common with all other having the like right, and at all times hereafter, to pass and repass over a reasonable portion of the Grantor Property and full use and enjoyment of the water from the well and waterline;

The rights at all times as may be necessary to enter upon the Grantor Property to install, lay, construct, maintain, inspect, repair, remove, replace, renew use and operated pipelines and/or ditches for delivering water from the well and waterline to the Grantee Property.

This easement shall be located ten feet to each side of the existing well and waterline.

During the time or times that Grantee receives water from the Grantor Property: (a) Grantee shall maintain adequate water pressure for the personal and agricultural purposes of the Grantor, its successors, and assigns; (b) Grantee shall restore Grantor's land to its preexisting

condition following repairs of the well and waterline and reimburse Grantor for the reasonable value of any resulting crop or property damage; and (c) Grantee shall bear all costs and expenses to use, maintain, repair, and operate the well and waterline, excluding collateral plumbing, equipment or waterlines exclusively serving Grantor and the Grantor Property. During times that Grantor, but not Grantee, receives and uses water from the well on the Grantor Property, Grantor shall bear and assume the foregoing obligations.

This easement shall run with the land from the date hereof and bind the successors and assigns of Grantor and Grantee.

Grantor makes no warranty, expressed or implied, on the quality or quantity of the water from the well and waterline.

Farm Credit Services of America, FLCA

By: _____
Tim Koch, Its: SVP - CCO

STATE OF NEBRASKA)
)ss
COUNTY OF DOUGLAS)

This instrument was acknowledged before me this 3 day of February, 2017 by Tim Koch, as SVP - CCO of Farm Credit Services of America, FLCA.

GENERAL NOTARY - State of Nebraska
TRACIE L. ARCHER
My Comm. Exp. Nov. 30, 2018

_____
Notary Public - State of Nebraska

Orvis K. Behrens Farms, Ltd

By: James L Behrens, President
James L. Behrens, President

STATE OF IOWA)
)ss
COUNTY OF SHELBY)

This instrument was acknowledged before me this 25th day of January, 2017, by James L. Behrens as President of Orvis K. Behrens Farms, Ltd.

NOTARIAL SEAL IOWA
NICOLE B. HUGHES
Commission Number 708243
MY COMMISSION EXPIRES
FEBRUARY 12, 2019

Nicole Hughes
Notary Public in and for the State of Iowa

James L Behrens
James L. Behrens, Individually

STATE OF IOWA)
)ss
COUNTY OF SHELBY)

This instrument was acknowledged before me on the 25th day of January, 2017, by James L. Behrens.

NOTARIAL SEAL IOWA
NICOLE B. HUGHES
Commission Number 708243
MY COMMISSION EXPIRES
FEBRUARY 12, 2019

Nicole Hughes
Notary Public in and for the State of Iowa

EXHIBIT A

The North Half of the Northwest Quarter and the Northwest Quarter of the Northeast Quarter of Section 8, Township 79 North, Range 37 West of the 5th P.M., Shelby County, Iowa, subject to public roads, easements and ordinances of record, excepting therefrom the Parcel A real estate described in the Plat of Survey recorded November 30, 2016, as Instrument No. 2016-2111 in the Office of the Recorder for Shelby County, Iowa ("Grantor Property").

EXHIBIT B

Parcel A described in that Plat of Survey recorded November 30, 2016, as Instrument No. 2016-2111 in the Office of the Recorder of Shelby County, Iowa.

("Grantee Property").