



**STEWART**  
REALTY COMPANY



**Benchmark**  
AGRIBUSINESS, INC.

# LAND FOR SALE

## HENELY FARM

*FLOYD COUNTY, IOWA*

**95.43 Gross Acres;  
93 Tillable Acres**

SOUTHWEST QUARTER NORTHEAST QUARTER (SW 1/4 NE 1/4) & NORTHWEST QUARTER SOUTHEAST QUARTER (NW 1/4 SE 1/4) EXCEPT BUILDING SITE & NORTH HALF SOUTHWEST QUARTER SOUTHEAST QUARTER (N 1/2 SW 1/4 SE 1/4) EXCEPT CEMETERY. ALL IN SEC. 26-T97N-R16W, FLOYD COUNTY, IA.

**OFFERED AT**

**\$1,248,000.00**

**Outright Possession Available for 2024**



**STEWART**  
REALTY COMPANY

**Listing Broker Dean A. Stewart**  
(641) 228-1111 · cell: 641-330-2977  
503 Kelly St., Charles City, IA 50616  
Dean@StewartRealtySells.com  
StewartRealtySells.com



**Benchmark**  
AGRIBUSINESS, INC.

**Listing Broker Fred Greder**  
641-424-6983 · cell: 641-425-0080  
23 Third St. NW, Mason City, IA 50401  
Fred@BenchmarkAgribusiness.com  
BenchmarkAgribusiness.com ·

*Offered jointly by Stewart Realty Company and Benchmark Agribusiness, Inc.  
For questions and more information, please contact  
Listing Broker Dean A. Stewart and Listing Broker Fred Greder.*

## **SPECIAL PROVISIONS:**

- 1) Closing date is negotiable.
- 2) Outright possession is available for the 2024 growing season.
- 3) Earnest money deposit 10% of sale price.
- 4) The seller will provide an abstract at the seller's expense.
- 5) The boundaries of the property being sold are assumed to coincide with the existing fences and right-of-way lines. Any surveying expenses will be at the buyer's expense. The sellers do not guarantee or warrant the occupation lines coincide with the survey lines.
- 6) The Buyer(s) must assume the CRP contracts or otherwise be responsible for any termination penalties as a result of improper maintenance practices and/or deciding to remove the land from the CRP after taking possession. The seller will receive 100% of the annual CRP payment payable on October 1<sup>st</sup>, 2024. The buyer will receive 100% of the annual CRP payments in all subsequent years.
- 7) This sale is not subject to financing.
- 8) The cropland has been enrolled in the ARC program for the 2023 growing season. It will be the buyer's responsibility to provide the FSA office in their control County a copy of the recorded deed to authorize the FSA to assign the program contract, allotted bases and existing CRP contracts to the buyers.
- 9) Real Estate taxes will be pro-rated to date of closing. Unpaid special assessment to be paid by the seller. The semi-annual installment due March 31, 2024 will be paid by the seller. It will be the buyer's responsibility to pay all other subsequent semi-annual payments.
- 10) If a buyer wants to get on the property prior to the closing for fencing, excavation, demolition, etc., **ANY ACTIVITY WILL BE DONE AT THE PROSPECTIVE BUYER'S OWN RISK.** If the buyer wants to perform any fall tillage and fertilizer application after harvest, the buyer must get the current tenant's permission.

# Property Description

**SIZE – 95.43 Gross Acres - bare cropland**

**LEGAL DESCRIPTION – Southwest quarter Northeast quarter (SW  $\frac{1}{4}$  NE  $\frac{1}{4}$ ) & Northwest quarter Southeast quarter (NW  $\frac{1}{4}$  SE  $\frac{1}{4}$ ) except the building site and North half Southwest quarter Southeast quarter (N  $\frac{1}{2}$  SW  $\frac{1}{4}$  SE  $\frac{1}{4}$ ) except the cemetery; All in Section 26-T97N-R16W Floyd County**

**REAL ESTATE TAXES - \$2,876.00**

**TILLABLE ACRES – 93.0 acres with crop history which includes 31.6 planted acres, 61.4 Acres in Conservation Reserve Program (CRP); 6.7 Acres with \$2,115.00 CRP annual payment; expires 2030; Filter Strips Practice CP #21; 54.7 Acres with \$16,410.00 annual CRP annual payment; expires 2036; Iowa Gaining Ground – Practice - CP Practice #38E-25**

**CSR2 ave. – 80.7**

**DRAINAGE – FSA Form 156EZ says “ Tract does not contain a wetland ”. Note the enclosed tile maps.**

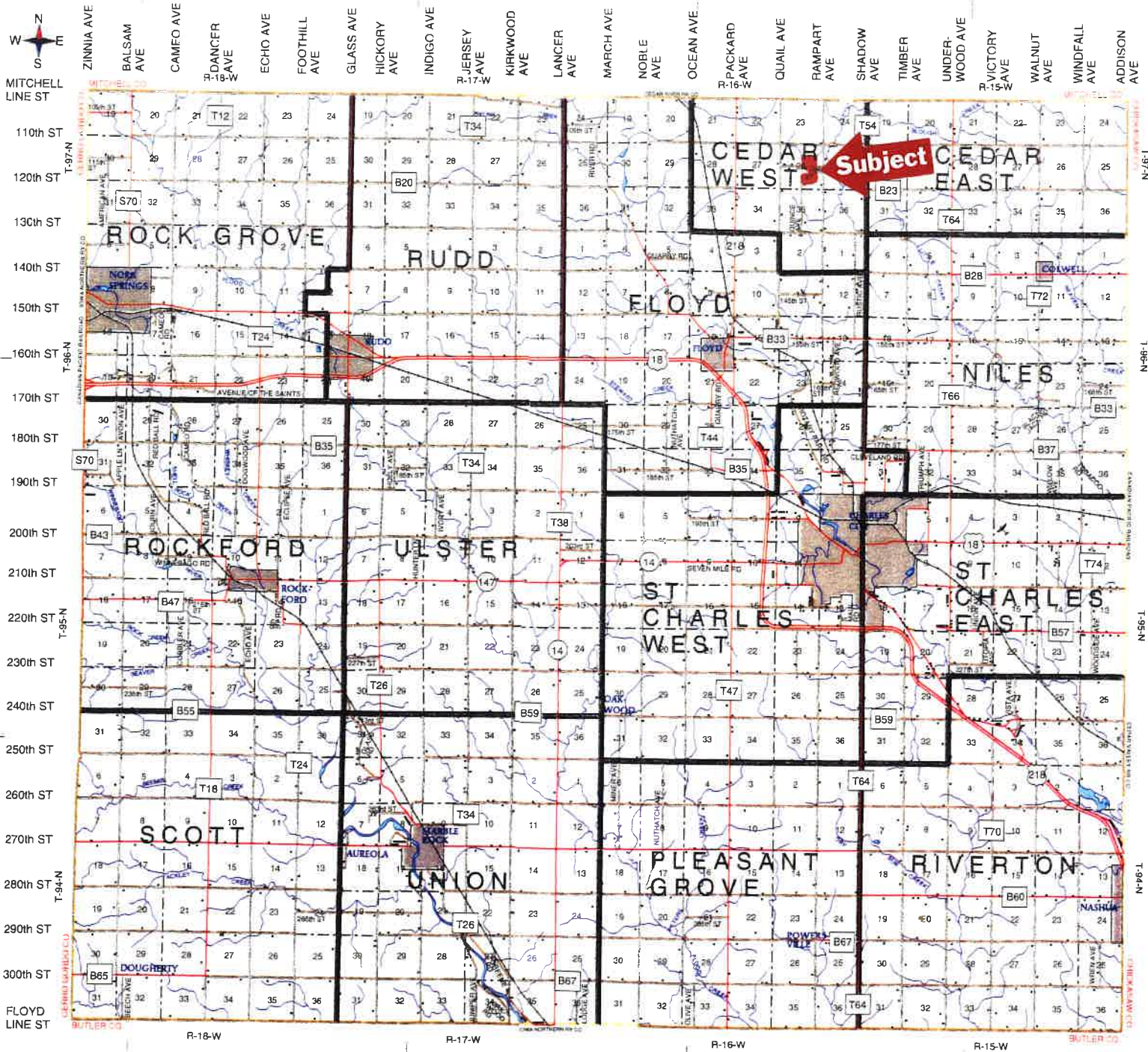
**BUILDING IMPROVEMENTS – None**

**MINERAL RIGHTS – All of the mineral rights go with the farm.**

**POSSESSION - Outright possession available for the 2024 growing season. The 2023 lease was terminated.**

**EASEMENTS - None known. There is a private, joint drainage agreement that involves the SW  $\frac{1}{4}$  NE  $\frac{1}{4}$  along with the other two property owners in the NE  $\frac{1}{4}$ . This agreement provides drainage outlet for the Henely property through the SE  $\frac{1}{4}$  NE  $\frac{1}{4}$ .**

# FLOYD COUNTY, IOWA

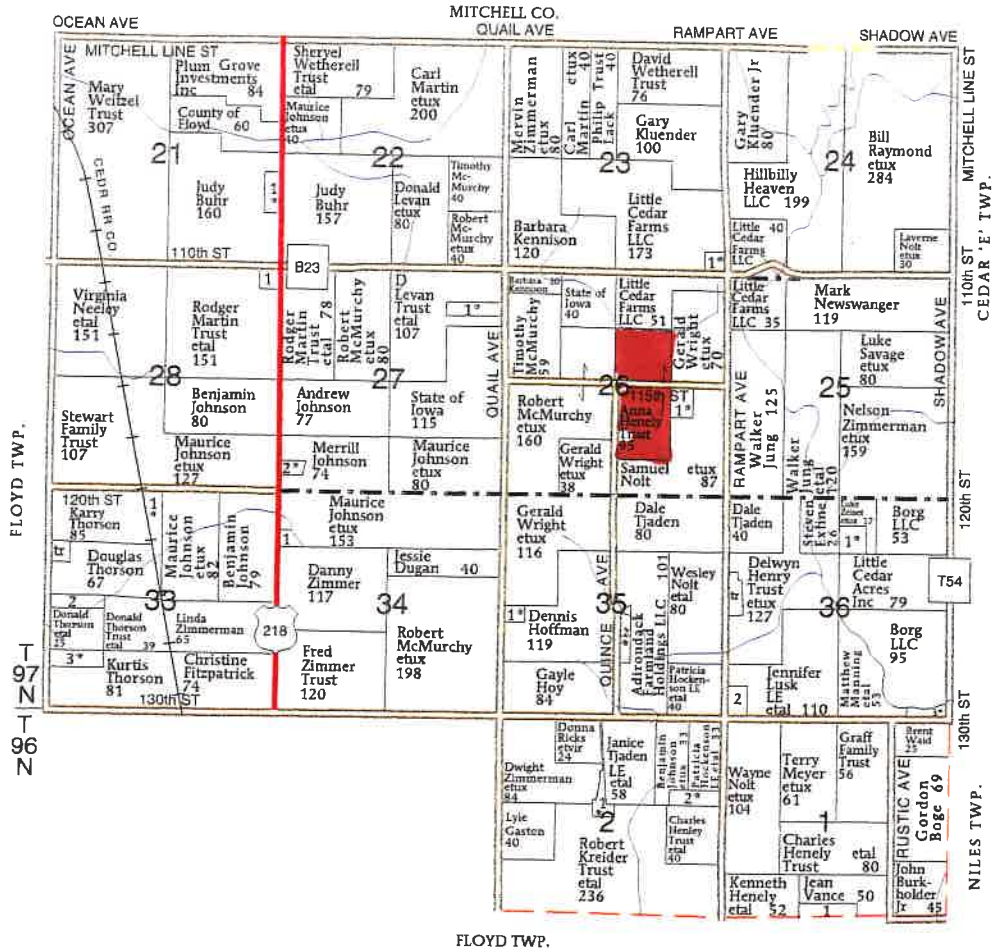


T-96-97-N

# CEDAR 'W' PLAT

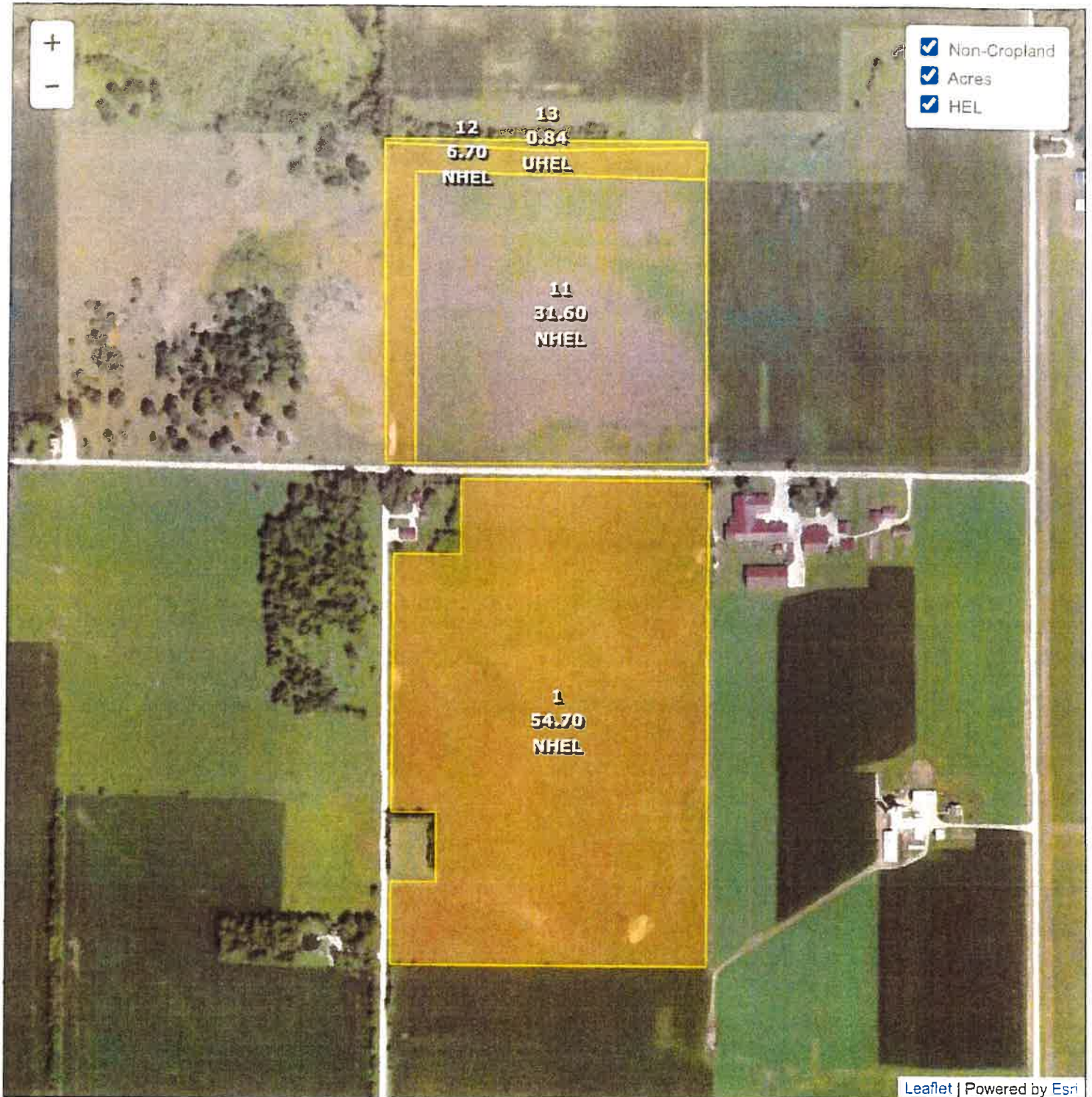
(Landowners)

R-16-W





Floyd County, Iowa



## Common Land Unit

Cropland
  Non-cropland
  CRP

Farm 67  
Tract 1408

## Wetland Determination Identifiers

- Restricted Use
- Limited Restrictions
- Exempt from Conservation Compliance Provisions

2023 Crop Year



United States Department of Agriculture (USDA) Farm Service Agency (FSA) maps are for FSA Program administration only. This map does not represent a legal survey or reflect actual ownership; rather it depicts the information provided directly from the producer and/or National Agricultural Imagery Program (NAIP) Imagery. The producer accepts the data 'as is' and assumes all risks associated with its use. USDA-FSA assumes no responsibility for actual or consequential damage incurred as a result of any user's reliance on this data outside FSA Programs. Wetland identifiers do

<https://intranet-apps.fsa.usda.gov/cars/setupReports.do?dispatchTo=report&report=fsa578Map&farmNumber=67>

IOWA  
FLOYD  
Form: FSA-156EZ



United States Department of Agriculture  
Farm Service Agency

FARM : 67  
Prepared : 3/14/23 2:19 PM CST  
Crop Year : 2023

See Page 2 for non-discriminatory Statements.

### Abbreviated 156 Farm Record

Operator Name : DOUGLAS JAMES TEMPLE  
CRP Contract Number(s) : 11301, 12786  
Recon ID : None  
Transferred From : None  
ARCPLC G//F Eligibility : Eligible

#### Farm Land Data

Farmland	Cropland	DCP Cropland	WBP	EWP	WRP	GRP	Sugarcane	Farm Status	Number Of Tracts
93.84	93.00	93.00	0.00	0.00	0.00	0.00	0.0	Active	1
State Conservation	Other Conservation	Effective DCP Cropland		Double Cropped		CRP	MPL	DCP Ag.Rel. Activity	SOD
0.00	0.00	31.60		0.00		61.40	0.00	0.00	0.00

#### Crop Election Choice

ARC Individual	ARC County	Price Loss Coverage
None	CORN, SOYBN	None

#### DCP Crop Data

Crop Name	Base Acres	CCC-505 CRP Reduction Acres	PLC Yield	HIP
Corn	31.60	33.90	139	0
Soybeans	0.00	20.40	0	
<b>TOTAL</b>	<b>31.60</b>	<b>33.90</b>		

#### NOTES

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Tract Number : 1408  
Description : 26-97-16 Cedar West  
FSA Physical Location : IOWA/FLOYD  
ANSI Physical Location : IOWA/FLOYD  
BIA Unit Range Number :  
HEL Status : NHEL: No agricultural commodity planted on undetermined fields  
Wetland Status : Tract does not contain a wetland  
WL Violations : None  
Owners : ANNA MARIE HENELY TRUST  
Other Producers : None  
Recon ID : None

#### Tract Land Data

Farm Land	Cropland	DCP Cropland	WBP	EWP	WRP	GRP	Sugarcane
93.84	93.00	93.00	0.00	0.00	0.00	0.00	0.0

IOWA  
FLOYD  
Form: FSA-156EZ



United States Department of Agriculture  
Farm Service Agency

FARM : 67  
Prepared : 3/14/23 2:19 PM CST  
Crop Year : 2023

Abbreviated 156 Farm Record

Tract 1408 Continued ...

State Conservation	Other Conservation	Effective DCP Cropland	Double Cropped	CRP	MPL	DCP Ag. Rel Activity	SOD
0.00	0.00	31.60	0.00	61.40	0.00	0.00	0.00

DCP Crop Data

Crop Name	Base Acres	CCC-505 CRP Reduction Acres	PLC Yield
Corn	31.60	33.90	139
Soybeans	0.00	20.40	0
<b>TOTAL</b>	<b>31.60</b>	<b>54.30</b>	

NOTES

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In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). Remedies and complaint filing deadlines vary by program or incident.

Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotape, American Sign Language, etc.) should contact the responsible Agency or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at [http://www.ascr.usda.gov/complaint\\_filing\\_cust.html](http://www.ascr.usda.gov/complaint_filing_cust.html) and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by: (1) mail: U.S. Department of Agriculture Office of the Assistant Secretary for Civil Rights 1400 Independence Avenue, SW Washington, D.C. 20250-9410; (2) fax: (202) 690-7442; or (3) e-mail: [program.intake@usda.gov](mailto:program.intake@usda.gov). USDA is an equal opportunity provider, employer, and lender.

CRP-1 (07-06-20)	U.S. DEPARTMENT OF AGRICULTURE Commodity Credit Corporation	1. ST. & CO. CODE & ADMIN. LOCATION 19 067	2. SIGN-UP NUMBER 55
<b>CONSERVATION RESERVE PROGRAM CONTRACT</b>		3. CONTRACT NUMBER 12786	4. ACRES FOR ENROLLMENT 54.70
5A. COUNTY FSA OFFICE ADDRESS (Include Zip Code) FLOYD COUNTY FARM SERVICE AGENCY 611 BECK STREET CHARLES CITY, IA 50616-3799		6. TRACT NUMBER 1408	7. CONTRACT PERIOD FROM: (MM-DD-YYYY) TO: (MM-DD-YYYY) 10/01/2021 09/30/2036
5B. COUNTY FSA OFFICE PHONE NUMBER (Include Area Code): (641) 228-4055		8. SIGNUP TYPE: SAFE - Iowa Gaining Ground	

THIS CONTRACT is entered into between the Commodity Credit Corporation (referred to as "CCC") and the undersigned owners, operators, or tenants (referred to as "the Participant"). The Participant agrees to place the designated acreage into the Conservation Reserve Program ("CRP") or other use set by CCC for the stipulated contract period from the date the Contract is executed by the CCC. The Participant also agrees to implement on such designated acreage the Conservation Plan developed for such acreage and approved by the CCC and the Participant. Additionally, the Participant and CCC agree to comply with the terms and conditions contained in this Contract, including the Appendix to this Contract, entitled Appendix to CRP-1, Conservation Reserve Program Contract (referred to as "Appendix"). By signing below, the Participant acknowledges receipt of a copy of the Appendix/Appendices for the applicable contract period. The terms and conditions of this contract are contained in this Form CRP-1 and in the CRP-1 Appendix and any addendum thereto. BY SIGNING THIS CONTRACT PARTICIPANTS ACKNOWLEDGE RECEIPT OF THE FOLLOWING FORMS: CRP-1; CRP-1 Appendix and any addendum thereto; and, CRP-2, CRP-2C, CRP-2G, or CRP-2C30, as applicable.

9A. Rental Rate Per Acre	\$ 300.00	10. Identification of CRP Land (See Page 2 for additional space)			
9B. Annual Contract Payment	\$ 16,410.00	A. Tract No.	B. Field No.	C. Practice No.	D. Acres
9C. First Year Payment	\$	1408	0001	CP38E-25	54.70
(Item 9C is applicable only when the first year payment is prorated.)		E. Total Estimated Cost-Share \$ 17,996.00			

# 11. PARTICIPANTS (If more than three individuals are signing, see Page 3.)

A(1) PARTICIPANT'S NAME AND ADDRESS (Include Zip Code) ANNA MARIE HENELY TRUST KENNETH HENELY TRUSTEE 1792 SHADON AVE CHARLES CITY, IA 50616-3902	(2) SHARE 100.00 %	(3) SIGNATURE (By) x Kenneth Henely	(4) TITLE/RELATIONSHIP OF THE INDIVIDUAL SIGNING IN THE REPRESENTATIVE CAPACITY Trustee	(5) DATE (MM-DD-YYYY) 08-24-2021
B(1) PARTICIPANT'S NAME AND ADDRESS (Include Zip Code)	(2) SHARE %	(3) SIGNATURE (By)	(4) TITLE/RELATIONSHIP OF THE INDIVIDUAL SIGNING IN THE REPRESENTATIVE CAPACITY	(5) DATE (MM-DD-YYYY)
C(1) PARTICIPANT'S NAME AND ADDRESS (Include Zip Code)	(2) SHARE %	(3) SIGNATURE (By)	(4) TITLE/RELATIONSHIP OF THE INDIVIDUAL SIGNING IN THE REPRESENTATIVE CAPACITY	(5) DATE (MM-DD-YYYY)

12. CCC USE ONLY	A. SIGNATURE OF CCC REPRESENTATIVE	B. DATE (MM-DD-YYYY)
		9/16/2021

**NOTE:** The following statement is made in accordance with the Privacy Act of 1974 (5 USC 552a - as amended). The authority for requesting the information identified on this form is the Commodity Credit Corporation Charter Act (15 U.S.C. 714 et seq.), the Food Security Act of 1985 (16 U.S.C. 3801 et seq.), the Agricultural Act of 2014 (16 U.S.C. 3831 et seq.), the Agricultural Improvement Act of 2018 (Pub. L. 115-334) and 7 CFR Part 1410. The information will be used to determine eligibility to participate in and receive benefits under the Conservation Reserve Program. The information collected on this form may be disclosed to other Federal, State, Local government agencies, Tribal agencies, and nongovernmental entities that have been authorized access to the information by statute or regulation and/or as described in applicable Routine Uses identified in the System of Records Notice for USDA/FSA-2, Farm Records File (Automated). Providing the requested information is voluntary. However, failure to furnish the requested information will result in a determination of ineligibility to participate in and receive benefits under the Conservation Reserve Program.

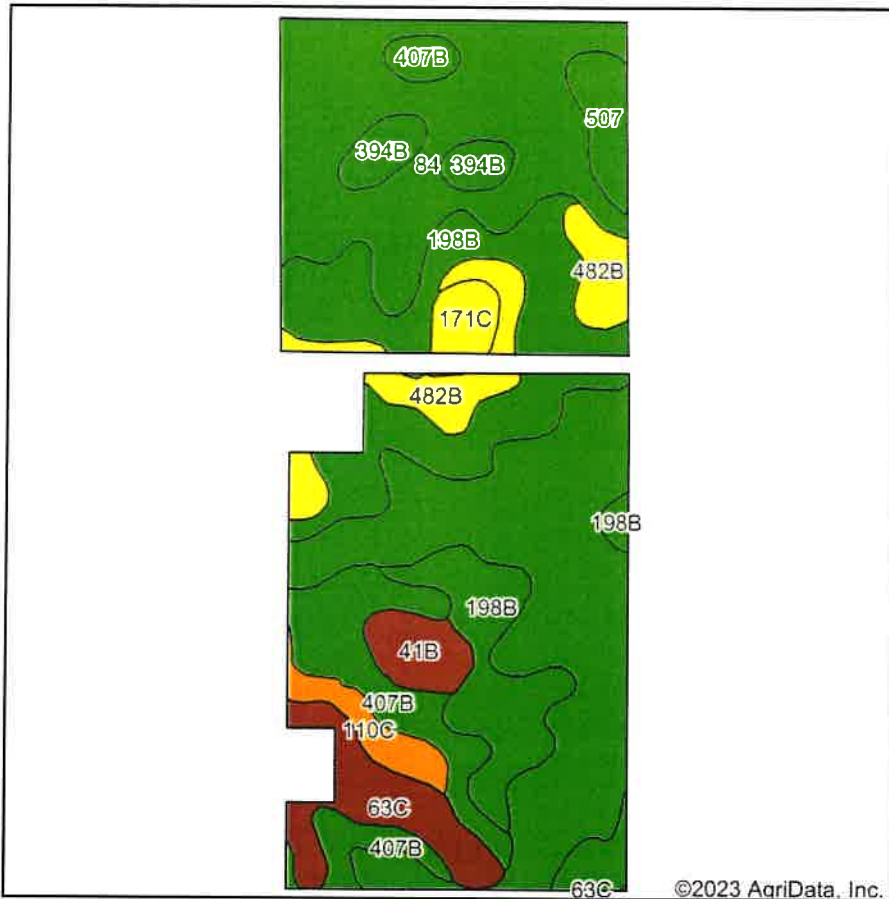
**Paperwork Reduction Act (PRA) Statement:** The information collection is exempted from PRA as specified in 16 U.S.C. 3846(b)(1). The provisions of appropriate criminal and civil fraud, privacy, and other statutes may be applicable to the information provided. **RETURN THIS COMPLETED FORM TO YOUR COUNTY FSA OFFICE.**

In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). Remedies and complaint filing deadlines vary by program or incident.

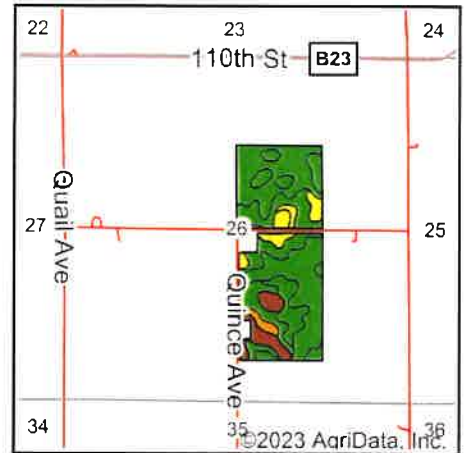
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# Soils Map



Soils data provided by USDA and NRCS.



State: **Iowa**  
 County: **Floyd**  
 Location: **26-97N-16W**  
 Township: **Cedar**  
 Acres: **93**  
 Date: **8/3/2023**



Area Symbol: IA067, Soil Area Version: 28

Code	Soil Description	Acres	Percent of field	CSR2 Legend	Non-Irr Class *c	Irr Class *c	*i Corn Bu	*i Soybeans Bu	CSR2**	CSR	Corn Bu	Oats Bu	Soybeans Bu
84	Clyde silty clay loam, 0 to 3 percent slopes	42.01	45.2%		IIw		224.0	65.0	88	77			
198B	Floyd loam, 1 to 4 percent slopes	20.26	21.8%		IIw		222.4	64.5	89	74			
407B	Schley silt loam, 1 to 4 percent slopes	9.95	10.7%		IIw		196.8	57.1	81	69			
482B	Racine loam, 2 to 5 percent slopes	5.75	6.2%		Ile		212.8	61.7	76	79			
63C	Chelsea loamy fine sand, 2 to 9 percent slopes	4.80	5.2%		IVs		96.0	27.8	14	21			
394B	Ostrander loam, 2 to 5 percent slopes	2.35	2.5%		Ile		225.6	65.4	88	84			
41B	Sparta loamy fine sand, 2 to 5 percent slopes	2.25	2.4%		IVs	Ile	140.8	40.8	39	40			
507	Canisteo silty clay loam, 0 to 2 percent slopes	2.19	2.4%		IIw		224.0	65.0	90	79			
110C	Lamont fine sandy loam, 5 to 9 percent slopes	1.99	2.1%		IIle		166.4	48.3	47	32			
171C	Bassett loam, 5 to 9 percent slopes	1.45	1.6%		IIle		196.8	57.1	80	64			
Weighted Average					2.19	*-	209.8	60.9	80.8	70.9	*-	*-	*-

\*\*IA has updated the CSR values for each county to CSR2.

\*i Yield data provided by the ISPAID Database version 8.1.1 developed by IA State University.

\*c: Using Capabilities Class Dominant Condition Aggregation Method

\*- Irr Class weighted average cannot be calculated on the current soils data due to missing data.

Soils data provided by USDA and NRCS.

Tile MAP  
Dornon Farm

N

middle post

wetter Sept 04

advised 8-6-9

40' 80' 80' 80' 80'

GRAV SHAW

outlet

acreage

outlet

8"

6"

2002

lot 1/2

1968 boundary

Cemetery

in take

installed 1970  
clay tile  
Hartwig-usage-tiler

70'

70'

40'

wetter  
Fall 2002

DRAINAGE AGREEMENT

This Agreement is entered into this 10<sup>th</sup> day of November, A. D. 1966, by and between Charles E. Henely and Anna M. Henely, husband and wife, of Floyd County, Iowa, hereinafter referred to as FIRST PARTIES and Oscar E. Henson, Single, and Cora E. Henson, Single, son and mother respectively, of Floyd County, Iowa, both hereinafter referred to as SECOND PARTIES and Jesse I. Wright and Bertha M. Wright, husband and wife, of Floyd County, Iowa, hereinafter referred to as THIRD PARTIES.

WITNESSETH: Whereas, First Parties are the owners of the following described real estate:

The Southwest Quarter (SW $\frac{1}{4}$ ) of the Northeast Quarter (NE $\frac{1}{4}$ ) of Section Twenty-six (26), Township Ninety-seven (97), North, Range Sixteen (16), West of the Fifth P. M. in Floyd County, Iowa, and

Whereas, Second Parties are the owners of the following described real estate:

The North Ten Acres (No. 10A.) of the Northeast Quarter (NE $\frac{1}{4}$ ) of the Northeast Quarter (NE $\frac{1}{4}$ ) of Section Twenty-six (26), and the Northwest Quarter (NW $\frac{1}{4}$ ) of the Northeast Quarter (NE $\frac{1}{4}$ ) of Section Twenty-six (26), all in Township Ninety-seven (97), North, Range Sixteen (16), West of the Fifth P. M. in Floyd County, Iowa, and

Whereas, Third Parties are the owners of the following described real estate:

The South 69.50 Acres of the East Half (E $\frac{1}{2}$ ) of the Northeast Quarter (NE $\frac{1}{4}$ ) of Section Twenty-six (26), Township Ninety-seven (97), North, Range Sixteen (16), West of the Fifth P. M. in Floyd County, Iowa, and

Whereas, First Parties and Second Parties desire to install a field drainage tile system on their respective properties which will extend on to the real estate owned by Third Parties and drain onto Third Parties real estate.

Therefore in consideration of the covenants and conditions as hereinafter set forth all of the parties hereto agree as follows:

1. First Parties and Second Parties shall cause to be installed totally at their own expense drainage tile and the drainage tile outlet on their respective properties and extending onto and in the real estate owned by Third Parties with the same to be in the approximate location as set forth on the attached plat which is marked Exhibit "A" and made a part hereof.

2. Third Parties hereby agree that First Parties and Second Parties may install the said drainage tile on Third Parties land and drain said drainage tile onto Third Parties land the same to be without expense to Third Parties.

3. Third Parties hereby grant unto First Parties and Second Parties, their heirs, assigns, Executors or Administrators the perpetual right of ingress and egress for the purpose of maintaining in good repair the field drainage tile crossing Third Parties land, including the tile outlet.

Whereas, Second Parties are the owners of the following described real estate:

The North Ten Acres (No. 10A.) of the Northeast Quarter ( $NE\frac{1}{4}$ ) of the Northeast Quarter ( $NE\frac{1}{4}$ ) of Section Twenty-six (26), and the Northwest Quarter ( $NW\frac{1}{4}$ ) of the Northeast Quarter ( $NE\frac{1}{4}$ ) of Section Twenty-six (26), all in Township Ninety-seven (97), North, Range Sixteen (16), West of the Fifth P. M. in Floyd County, Iowa, and

Whereas, Third Parties are the owners of the following described real estate:

The South 69.50 Acres of the East Half ( $E\frac{1}{2}$ ) of the Northeast Quarter ( $NE\frac{1}{4}$ ) of Section Twenty-six (26), Township Ninety-seven (97), North, Range Sixteen (16), West of the Fifth P. M. in Floyd County, Iowa, and

Whereas, First Parties and Second Parties desire to install a field drainage tile system on their respective properties which will extend on to the real estate owned by Third Parties and drain onto Third Parties real estate.

Therefore in consideration of the covenants and conditions as hereinafter set forth all of the parties hereto agree as follows:

1. First Parties and Second Parties shall cause to be installed totally at their own expense drainage tile and the drainage tile outlet on their respective properties and extending onto and in the real estate owned by Third Parties with the same to be in the approximate location as set forth on the attached plat which is marked Exhibit "A" and made a part hereof.

2. Third Parties hereby agree that First Parties and Second Parties may install the said drainage tile on Third Parties land and drain said drainage tile onto Third Parties land the same to be without expense to Third Parties.

3. Third Parties hereby grant unto First Parties and Second Parties, their heirs, assigns, Executors or Administrators the perpetual right of ingress and egress for the purpose of maintaining in good repair the field drain tile crossing Third Parties land, including the tile outlet, with the same to be maintained without cost to Third Parties.

4. First Parties and Second Parties agree to share equally the cost of the installation and maintenance of the common drain tile which is used by both parties but each of First Parties and Second Parties shall maintain their own respective field tile which is not a common drain for both parties.

5. First Parties and Second Parties hereby agree to clear out debris and small trees from the open ditch and waterway on Third Parties real estate at the time of the installation of said field drain only. From and after the initial clearing of the open ditch and waterway on Third Parties real estate, all three parties shall equally share the future expense of maintaining the open ditch and waterway extending beyond the drain outlet.

This Drainage Agreement is executed in triplicate and each shall be deemed to be an original for all purposes and shall be binding upon the heirs, assigns, Executors or Administrators of each of the parties hereto.

Charles E. Henely  
Charles E. Henely

Anna M. Henely  
Anna M. Henely

Oscar E. Henson  
Oscar E. Henson

Cora E. Henson  
Cora E. Henson

Jesse I. Wright  
Jesse I. Wright

Bertha M. Wright  
Bertha M. Wright

State of Iowa. )  
Floyd County. ) SS:

On this 10<sup>th</sup> day of November, A. D. 1966, before me, the undersigned, a Notary Public in and for said County, in said State, personally appeared Charles E. Henely and Anna M. Henely, husband and wife; Oscar E. Henson, Single; Cora E. Henson, Single; Jesse I. Wright and Bertha M. Wright, 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.

Robert Eggert  
(Robert Eggert)

Notary Public in and for Floyd County, Iowa,

**This information has been gathered from reliable sources but, Stewart Realty Company and Benchmark Agribusiness, Inc. do not guarantee the accuracy. All prospective buyers should do their own research and independently verify any information on which they are going to base their decision to buy.**

**This property is being sold "AS IS." The property is being sold subject to any easements including road, drainage, utility or other easements of record or pending. The sellers do not warranty or guarantee that existing fences coincide exactly with the rectangular survey lines. Any new fencing, if applicable, will be the responsibility of the purchaser pursuant to Iowa statutes.**

**Stewart Realty Company and Benchmark Agribusiness, Inc. is an agent for the Seller.**