



Benchmark
AGRIBUSINESS, INC

FARMLAND SALE

Hildebrand Farm

Located East of Greene
in Floyd County, Iowa

82.35 Gross Acres

77.1 Tillable Acres

West half Southwest quarter
(W 1/2 SW 1/4) Section
33-T94N-R16W Floyd County, Iowa

Possession is available for the 2026 growing season.

SALE BY ONE TIME BID/HIGHEST & FINAL
Bids due by 5 pm September 11, 2025

Special provisions and more details on the next page



Benchmark
AGRIBUSINESS, INC

Courtside Offices · 23 Third Street NW · Mason City, Iowa 50401
ph: 641-424-6983 · cell: 641-425-0080

www.benchmarkagribusiness.com · email - fred@benchmarkagribusiness.com

Licensed Real Estate Broker in the State of Iowa



**American Society
of Farm Managers
& Rural Appraisers**

Written bids must be submitted to Benchmark Agribusiness; Inc. Bids may be submitted by either email or regular USPS delivery or hand delivered. The USPS address is: 23 Third Street NW, Mason City, Iowa. Bids sent by USPS must be received by September 11th, 2025. Emailed bids or hand delivered bids must be received by 5:00 PM CDT on September 11th, 2025. The email address is fred@benchmarkagribusiness.com.

The bids must be submitted as \$/gross acre. The multiplier will be 82.35 Acres. The bid must be your Highest & Final offer. There will be no opportunity to raise your bid. No bids subject to financing will be considered a valid bid. **All interested parties are required to submit their bid using the "BID FORM" included in this packet.**

The seller reserves the right to reject any and all bids and modify the bidding requirements at the seller's sole discretion.

The successful bidder will be advised of the acceptance of the bid by 5:00 PM CDT September 12th, 2025. Per Iowa law, an earnest money deposit of \$90,000 must be in the Benchmark Agribusiness, Inc. Real Estate Trust account within five business days after September 12th,

The rest of the bidders will be notified of the results AFTER the successful bidder has signed an OFFER form.

SPECIAL PROVISIONS

The sale will be structured with a split closing on a standard installment contract for deed. Half of the purchase price will be paid immediately prior to December 31st, 2025. The balance will be paid as soon as possible after January 1st, 2026. The funds collected must be by wire transfer to the Trust Account of Benchmark Agribusiness, Inc. or by certified check(s).

The buyer will have outright possession for the 2026 season. The buyer may begin any drainage tiling, fall tillage and fall crop input applications immediately after the existing CRP contract expires on October 1st, 2025. Any investment made by the pending buyer prior to closing and prior to full possession will be at the buyer's risk in the unlikely event the buyer can't perform on the purchase contract.

Real Estate taxes will be pro-rated to date of closing. Unpaid special assessments (if applicable) to be paid by the seller. The semi-annual installments due September 30, 2025 and March 31, 2026 will be paid by the seller.

Any perimeter fences are assumed, but not guaranteed to coincide with the property lines. If the buyer wants a new survey, the buyer must pay the cost of the survey. The final purchase price is not dependent upon the results of a new certified survey.

The buyers will be responsible for additional legal expenses, additional surveying expenses and additional closing agent charges if the existing parcel is subsequently split into smaller parcels after the bid is accepted and prior to closing.

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 buyer(s) of the tracts will be responsible for taking a recorded copy of the deed to the FSA in their control county FSA office for the purpose of having the ARC/PLC & CRP contracts assigned to the new owner.

The Seller will cooperate if the Buyer is using this purchase to complete an IRS Code Section 1031 – Tax Free Exchange - provided the Seller is not responsible for any additional costs associated with the exchange.



BID FORM
82.35 Gross Acres

Sandra K. Hildebrand & Skipper J. Hildebrand

West half Southwest quarter (W 1/2 SW 1/4) Section 33-T94N-R16W
Floyd County

I hereby offer \$ _____ /Acre (multiplier of 82.35 acres) for the above referenced farmland.
Bid is NOT for the total price.

I agree to sign the standard FARM & LAND – OFFER FOR REAL ESTATE available through the Iowa Realtors Association within the next business day after being notified that I am the successful bidder. I agree to make an earnest money deposit of \$90,000.00 which, per Iowa law, must be in the Benchmark Agribusiness, Inc. Real Estate Trust account within five business days after September 12th, 2025.

SIGNED _____ Date _____

Print Name _____

Address _____

City _____ State _____ ZIP code _____

Telephone # _____ Cell phone # (if different) _____

Email _____

Benchmark Agribusiness, Inc. is an agent for the Seller only. It is assumed the buyer is representing themselves or, if they have an agent, the buyer will be responsible for paying any buyer's agent's commissions.

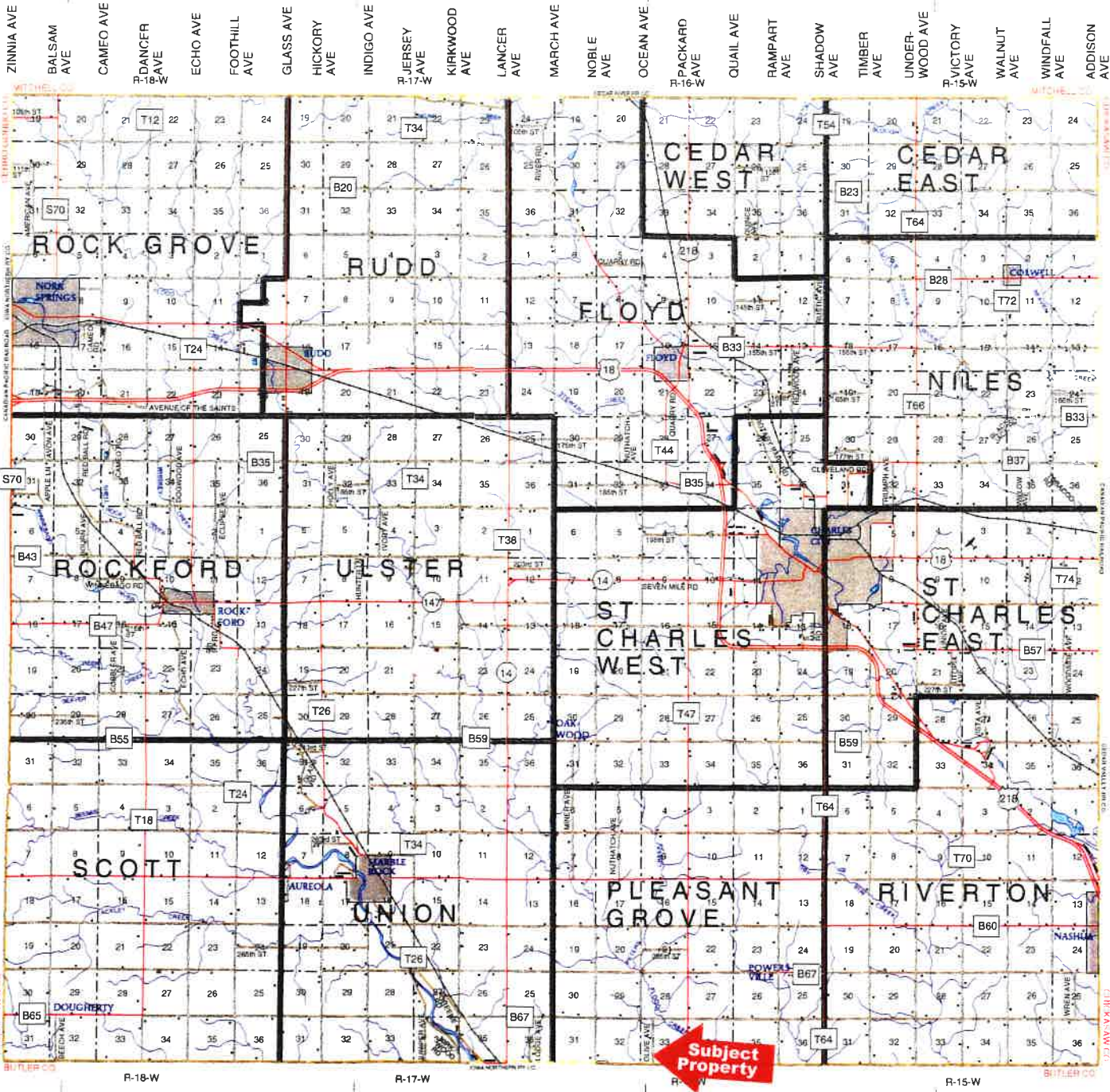
Return no later than Thursday September 11th, 2025 to:

Benchmark Agribusiness, Inc. * 23 Third Street NW * Mason City, Iowa 50401
641-424-6983 * Fax 641-424-0318 * cell – 641-425-0080
www.benchmarkagribusiness.com * Email – fred@benchmarkagribusiness.com

FLOYD COUNTY, IOWA



MITCHELL
LINE ST

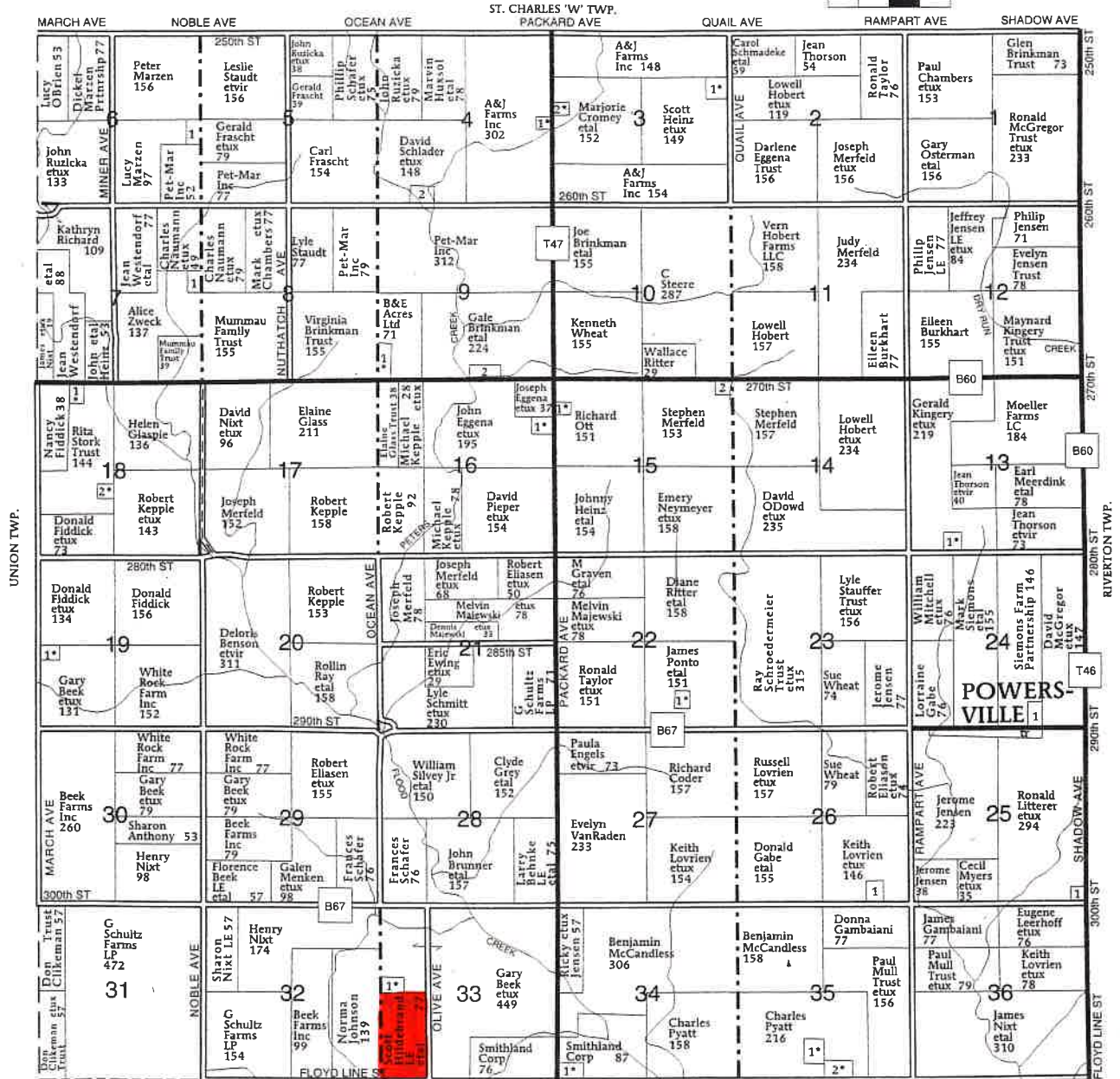
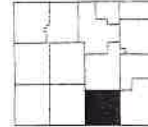


Subject Property

T-94-N

PLEASANT GROVE PLAT (Landowners)

R-16-W



BUTLER CO.

PROPERTY INFORMATION:

TILLABLE ACRES – 77.1 Acres per FSA

CSR2 weighted average – 82.0

HEL designation – Highly erodible (HEL) – The 1995 Conservation Plan (prior to the CRP enrollment) was:

Corn is no-tilled into soybean stubble leaving 40% residue;
Beans are no-tilled into corn stubble leaving 60% residue
and planted narrow rows

A NEW CONSERVATION PLAN WILL NEED TO BE DEVELOPED BY THE BUYER

DRAINAGE – aerial photos & NRCS records indicate isolated tile lines; see the attached recorded DRAINAGE AGREEMENT AND EASEMENT; the agreement in the future is for the buyer of this property to be responsible for 50% of future repairs & maintenance of the outlet; 2012 wetland determination (attached) concluded all 77.1 acres with a crop history are “prior converted” (PC).

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

REAL ESTATE TAXES - \$2,376.00/year payable in 2024/2025 fiscal year.

BUILDING IMPROVEMENTS – bare land - no buildings

EASEMENTS - Only public road rights-of-way reported or observed.

CRP contract – The existing CRP contract will expire on September 30, 2025. (19 days after the bids are due.) The contract has NOT been extended.

Aerial Map



Boundary Center: 42° 54' 38.94, -92° 44' 58.6

0ft 820ft 1640ft



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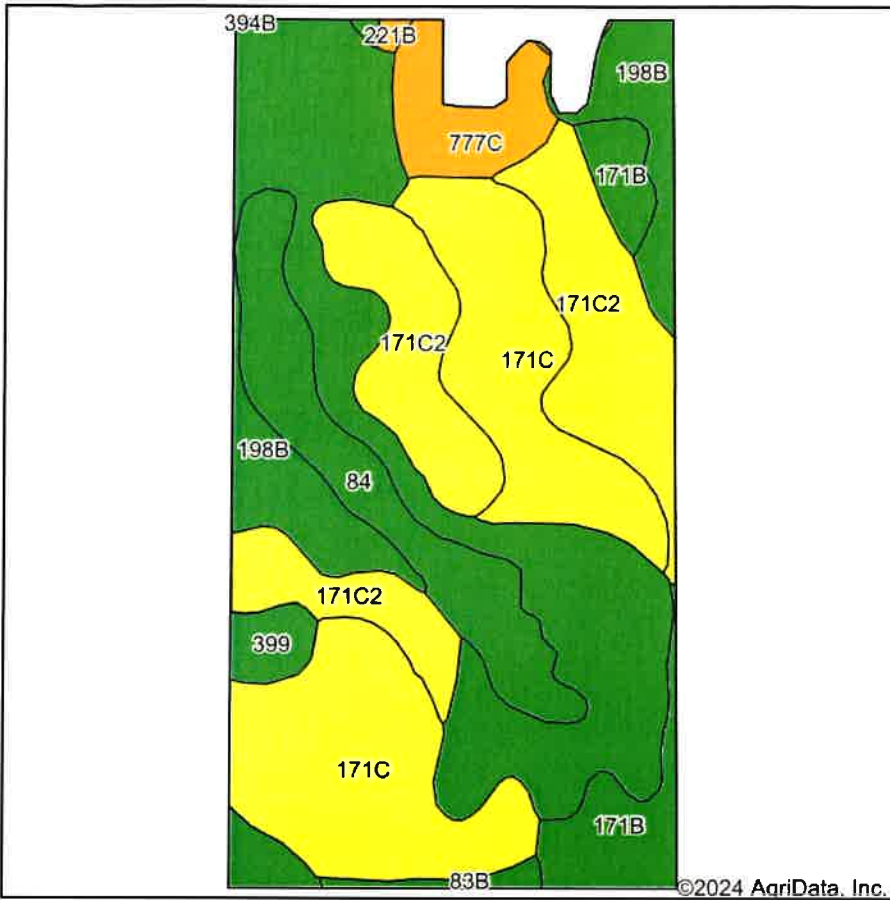
33-94N-16W
Floyd County
Iowa



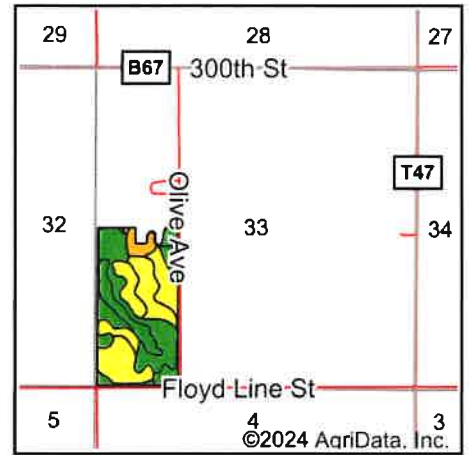
Field borders provided by Farm Service Agency as of 5/21/2008.

6/23/2025

Soils Map



Soils data provided by USDA and NRCS.



State: **Iowa**
 County: **Floyd**
 Location: **33-94N-16W**
 Township: **Pleasant Grove**
 Acres: **77.1**
 Date: **2/8/2024**



Area Symbol: IA067, Soil Area Version: 29

Code	Soil Description	Acres	Percent of field	CSR2 Legend	Non-Irr Class *c	*i Corn Bu	*i Soybeans Bu	CSR2**	CSR	Corn Bu	Oats Bu	Soybeans Bu
198B	Floyd loam, 1 to 4 percent slopes	25.36	32.9%		IIw	222.4	64.5	89	74			
171C	Bassett loam, 5 to 9 percent slopes	18.97	24.6%		IIIe	196.8	57.1	80	64			
171C2	Bassett loam, 5 to 9 percent slopes, eroded	15.40	20.0%		IIIe	192.0	55.7	77	62	174	88.5	50
84	Clyde silty clay loam, 0 to 3 percent slopes	7.64	9.9%		IIw	224.0	65.0	88	77			
171B	Bassett loam, 2 to 5 percent slopes	4.42	5.7%		Ile	212.8	61.7	85	79	215	92	62
777C	Wapsie loam, 5 to 9 percent slopes	3.37	4.4%		IIIe	80.0	23.2	43	33			
399	Readlyn silt loam, 1 to 3 percent slopes	1.19	1.5%		Iw	220.8	64.0	91				
83B	Kenyon loam, 2 to 5 percent slopes	0.56	0.7%		Ile	225.6	65.4	90	84			
221B	Klossner muck, 1 to 4 percent slopes	0.19	0.2%		IIlw	80.0	23.2	48	45			
Weighted Average					2.48	203.1	58.9	82	*-	47.1	23	13.5

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

**IA has updated the CSR values for each county to CSR2. *- CSR weighted average cannot be calculated on the current soils data, use prior data version for csr values.

**IA has updated the CSR values for each county to CSR2. *- CSR weighted average cannot be calculated on the current soils data, use prior data version for csr values. *i Yield data provided by the ISPAID Database version 8.1.1 developed by IA State University.

**IA has updated the CSR values for each county to CSR2. *- CSR weighted average cannot be calculated on the current soils data, use prior data version for csr values. *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

IOWA

FLOYD

Form: FSA-156EZ

See Page 2 for non-discriminatory Statements.

United States Department of Agriculture
Farm Service Agency

Abbreviated 156 Farm Record

FARM : 4595

Prepared : 3/25/25 2:08 PM CST

Crop Year : 2025

Operator Name : SKIPPER HILDEBRAND
CRP Contract Number(s) : 11402
Recon ID : None
Transferred From : None
ARCPLC G/IF Eligibility : Eligible

Farm Land Data

Farmland	Cropland	DCP Cropland	WBP	EWP	WRP	GRP	Sugarcane	Farm Status	Number Of Tracts
79.35	77.10	77.10	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	0.00		0.00		77.10	0.00	0.00	0.00

Crop Election Choice

ARC Individual	ARC County	Price Loss Coverage
None	None	None

DCP Crop Data

Crop Name	Base Acres	CCC-505 CRP Reduction Acres	PLC Yield	HIP
Corn	0.00	38.55	0	
Soybeans	0.00	38.55	0	
TOTAL	0.00	77.10		

NOTES

Tract Number : 10000

Description : 33-94-16 Pleasant Grove
FSA Physical Location : IOWA/FLOYD
ANSI Physical Location : IOWA/FLOYD
BIA Unit Range Number :
HEL Status : HEL field on tract.Conservation system being actively applied
Wetland Status : Tract contains a wetland or farmed wetland
WL Violations : None
Owners : SKIPPER HILDEBRAND, SANDRA K HILDEBRAND
Other Producers : None
Recon ID : None

Tract Land Data

Farm Land	Cropland	DCP Cropland	WBP	EWP	WRP	GRP	Sugarcane
79.35	77.10	77.10	0.00	0.00	0.00	0.00	0.0

IOWA

FLOYD

Form: FSA-156EZ


 United States Department of Agriculture
 Farm Service Agency

Abbreviated 156 Farm Record

FARM : 4595

Prepared : 3/25/25 2:08 PM CST

Crop Year : 2025

Tract 10000 Continued ...

State Conservation	Other Conservation	Effective DCP Cropland	Double Cropped	CRP	MPL	DCP Ag. Rel Activity	SOD
0.00	0.00	0.00	0.00	77.10	0.00	0.00	0.00

DCP Crop Data

Crop Name	Base Acres	CCC-505 CRP Reduction Acres	PLC Yield
Corn	0.00	38.55	0
Soybeans	0.00	38.55	0
TOTAL	0.00	77.10	

NOTES

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, 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 [How to File a Program Discrimination Complaint](#) 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) Email: program.intake@usda.gov. USDA is an equal opportunity provider, employer, and lender.

CRP-1 (07-23-10)		U.S. DEPARTMENT OF AGRICULTURE Commodity Credit Corporation		1. ST. & CO. CODE & ADMIN. LOCATION 19067	2. SIGN-UP NUMBER 47
CONSERVATION RESERVE PROGRAM CONTRACT				3. CONTRACT NUMBER 11402	4. ACRES FOR ENROLLMENT 77.10
NOTE: The authority for collecting the following information is Pub. L. 107-171. This authority allows for the collection of information without prior OMB approval mandated by the Paperwork Reduction Act of 1995. The time required to complete this information collection estimated to average 4 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.				5. FARM NUMBER 0004595	6. TRACT NUMBER(S) 0010000
7. COUNTY OFFICE ADDRESS (Include Zip Code) FLOYD COUNTY FARM SERVICE AGENCY 611 BECK ST CHARLES CITY, IA 50616-3722				8. OFFER (Select one) GENERAL <input type="checkbox"/> ENVIRONMENTAL PRIORITY <input checked="" type="checkbox"/>	9. CONTRACT PERIOD FROM: (MM-DD-YYYY) 10/01/2015 TO: (MM-DD-YYYY) 09/30/2025
TELEPHONE NUMBER (Include Area Code): (641)228-4055					

THIS CONTRACT is entered into between the Commodity Credit Corporation (referred to as "CCC") and the undersigned owners, operators, or tenants (who may be 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 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 that a copy of the Appendix for the applicable sign-up period has been provided to such person. Such person also agrees to pay such liquidated damages in an amount specified in the Appendix if the Participant withdraws prior to CCC acceptance or rejection.

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 PRODUCERS ACKNOWLEDGE RECEIPT OF THE FOLLOWING FORMS: CRP-1, CRP-1 Appendix and any addendum thereto, CRP-2 or CRP-2C, if applicable; and, if applicable, CRP-15.

10A. Rental Rate Per Acre \$258.97	11. Identification of CRP Land (See Page 2 for additional space)															
B. Annual Contract Payment \$19967	<table border="1"> <thead> <tr> <th>A. Tract No.</th> <th>B. Field No.</th> <th>C. Practice No.</th> <th>D. Acres</th> <th>E. Total Estimated Cost-Share</th> </tr> </thead> <tbody> <tr> <td>0010000</td> <td>0001</td> <td>CP38E</td> <td>72.10</td> <td>\$9806.00</td> </tr> <tr> <td>0010000</td> <td>0003</td> <td>CP38E</td> <td>5.00</td> <td>\$0.00</td> </tr> </tbody> </table>	A. Tract No.	B. Field No.	C. Practice No.	D. Acres	E. Total Estimated Cost-Share	0010000	0001	CP38E	72.10	\$9806.00	0010000	0003	CP38E	5.00	\$0.00
A. Tract No.	B. Field No.	C. Practice No.	D. Acres	E. Total Estimated Cost-Share												
0010000	0001	CP38E	72.10	\$9806.00												
0010000	0003	CP38E	5.00	\$0.00												
C. First Year Payment																
(Item 10C applicable only to continuous signup when the first year payment is prorated.)																

12. PARTICIPANTS			
A. PARTICIPANT'S NAME AND ADDRESS (Zip Code): SKIPPER HILDEBRAND 2917 RAINBOW DR MASON CITY, IA 50401-8931	(2) SHARE 50.00%	(3) SOCIAL SECURITY NUMBER: (4) SIGNATURE Skipper Hildebrand (If more than three individuals are signing, continue on attachment.)	DATE (MM-DD-YYYY) 8-10-2015
B. PARTICIPANT'S NAME AND ADDRESS (Zip Code): SANDRA K HILDEBRAND 16463 225TH ST ALLISON, IA 50602-9376	(2) SHARE 50.00%	(3) SOCIAL SECURITY NUMBER: (4) SIGNATURE Sandra Hildebrand (If more than three individuals are signing, continue on attachment.)	DATE (MM-DD-YYYY) 8-10-15
C. PARTICIPANT'S NAME AND ADDRESS (Zip Code): N/A	(2) SHARE %	(3) SOCIAL SECURITY NUMBER: (4) SIGNATURE (If more than three individuals are signing, continue on attachment.)	DATE (MM-DD-YYYY) 9-24-15
(If more than three individuals are signing, continue on attachment.)			
13. CCC USE ONLY - Payments according to the shares are approved.		A. SIGNATURE OF CCC REPRESENTATIVE	B. DATE (MM-DD-YYYY)

NOTE: The following statement is made in accordance with the Privacy Act of 1974 (5 USC 552a) and the Paperwork Reduction Act of 1995, as amended. The authority for requesting the following information is the Food Security Act of 1985, (Pub. L. 99-198), as amended and the Farm Security and Rural Investment Act of 2002 (Pub. L. 107-171) and regulations promulgated at 7 CFR Part 1410 and the Internal Revenue code (26 USC 6109). The information requested is necessary for CCC to consider and process the offer to enter into a Conservation Reserve Program Contract, to assist in determining eligibility and to determine the correct parties to the contract. Furnishing the requested information is voluntary. Failure to furnish the requested information will result in determination of ineligibility for certain program benefits and other financial assistance administered by USDA agency. This information may be provided to other agencies, IRS, Department of Justice, or other State and Federal Law Enforcement agencies, and in response to a court magistrate or administrative tribunal. The provisions of criminal and civil fraud statutes, including 18 USC 286, 287, 371, 641, 651, 1001; 15 USC 714m; and 31 USC 3729, may be applicable to the information provided.

RETURN THIS COMPLETED FORM TO YOUR COUNTY FSA OFFICE.

The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, genetic information, reprisal, or because all or part of an individual's income is derived from any public assistance program. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at (202) 720-2600 (voice and TDD). To file a complaint of discrimination write to USDA, Director, Office of Civil Rights, 1400 Independence Avenue, S.W., Washington, D.C. 20250-9410 or call (800) 795-3272 (voice) or (202) 720-6382 (TDD). USDA is an equal opportunity provider and employer.

☐ Original - County Office Copy

☐ Owner's Copy

☐ Operator's Copy



HIGHLY ERODIBLE LAND AND WETLAND CONSERVATION DETERMINATION

Name Address:	Skipper Hildebrand 2917 Rainbow Drive Mason City, Ia 50401	Request Date:	9/20/12	County:	Floyd
Agency or Person Requesting Determination:	FSA	Tract No:	10000	FSA Farm No.:	4595

Section I - Highly Erodible Land

Is a soil survey now available for making a highly erodible land determination?	Yes
Are there highly erodible soil map units on this farm?	No

Fields in this section have undergone a determination of whether they are highly erodible land (HEL) or not; fields for which an HEL Determination has not been completed are not listed. In order to be eligible for USDA benefits, a person must be using an approved conservation system on all HEL.

<u>Field(s)</u>	<u>HEL(Y/N)</u>	<u>Sodbust(Y/N)</u>	<u>Acres</u>	<u>Determination Date</u>

The Highly Erodible Land determination was completed in the office .

Section II - Wetlands

Are there hydric soils on this farm?	Y
--------------------------------------	---

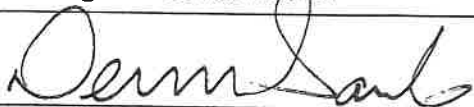
Fields in this section have had wetland determinations completed. See the Definition of Wetland Label Codes for additional information regarding allowable activities under the wetland conservation provisions of the Food Security Act and/or when wetland determinations are necessary to determine USDA program eligibility.

<u>Field(s)</u>	<u>Wetland Label*</u>	<u>Occurrence Year (CW)**</u>	<u>Acres</u>	<u>Determination Date</u>	<u>Certification Date</u>
1	PC		77.1	9/28/2012	9/28/2012
2	W		0.8	9/28/2012	
3	NW		1.3	9/28/2012	9/28/2012

The wetland determination was completed in the field . It was mailed to the person on 10/01/2012.

Remarks:

I certify that the above determinations are correct and were conducted in accordance with policies and procedures contained in the National Food Security Act Manual.

Signature Designated Conservationist	Date
	9/28/2012

The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, gender, religion, age, disability, political beliefs, sexual orientation, and marital or family status. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at 202-720-2600 (voice and TDD).

To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, Room 326W, Whitten Building, 14th and Independence Avenue, SW, Washington, DC 20250-9410 or call (202) 720-5964 (voice or TDD). USDA is an equal opportunity provider and employer.

Conservation Plan Map

Date: 10/1/2012

Customer(s): SKIPPER HILDEBRAND

District: FLOYD SOIL & WATER CONSERVATION DISTRICT

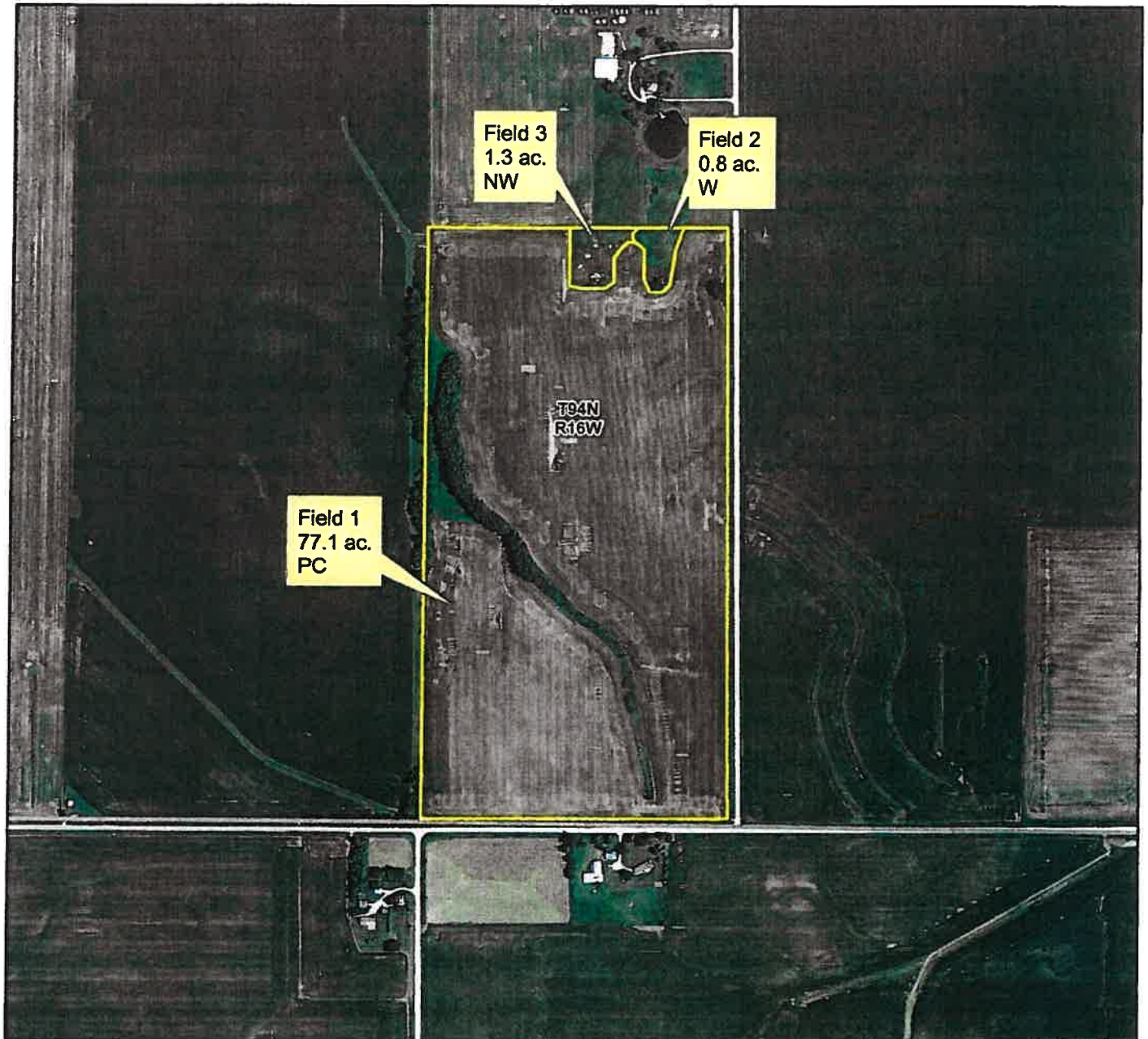
Field Office: CHARLES CITY SERVICE CENTER

Agency: NRCS

Assisted By: KATIE YULE

State and County: IA, FLOYD

Legal Description: Sec. 33 T94N R16W Tract 10000



Legend



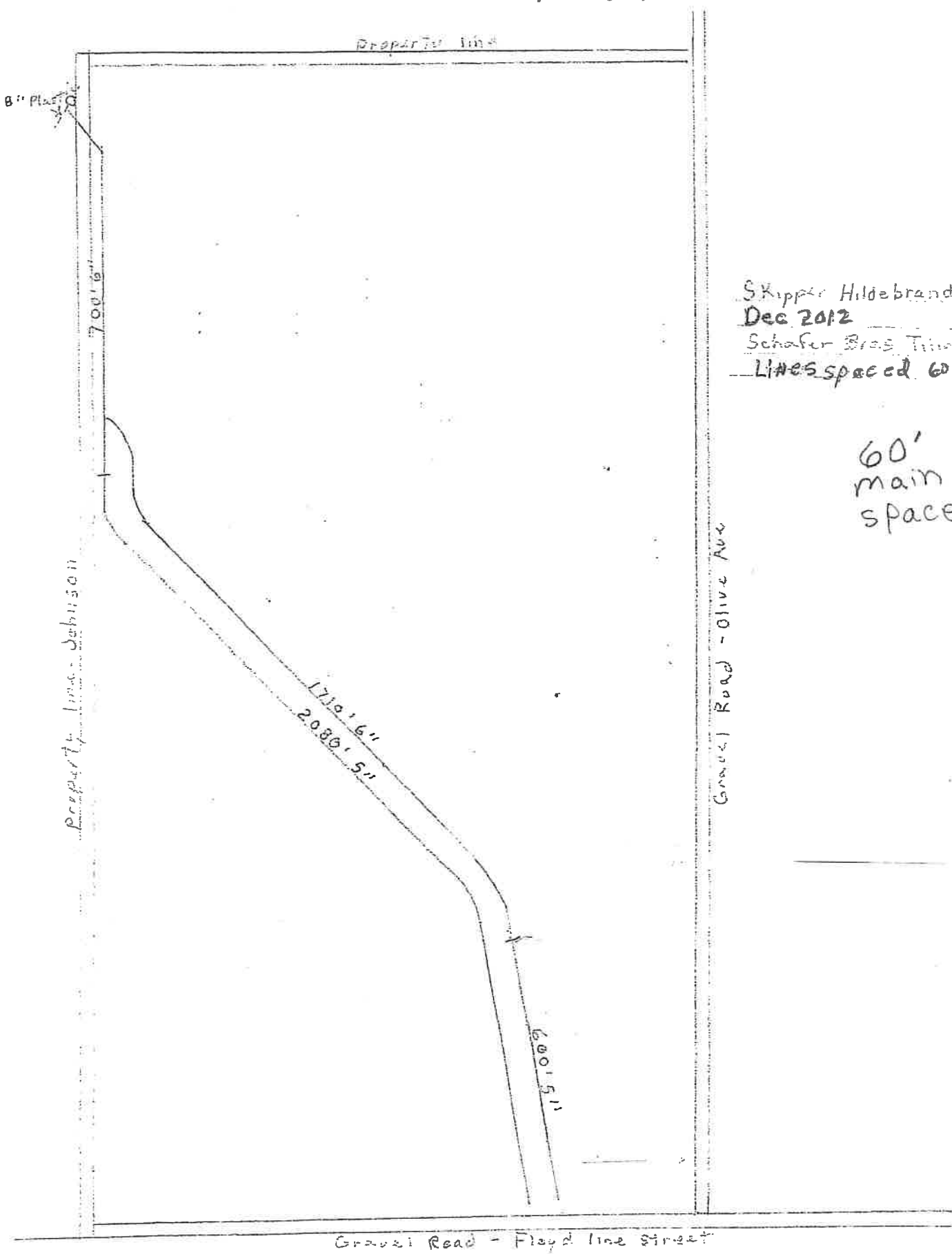
Consplan-t10000

Floyd Co - Townships

660 0 660 1,320 Feet



↑ North



Skipper Hildebrand Farm
Dec 2012
Schafer Bros. Tilling Inc.
Lines spaced 60'

60'
main
spaced



Document 2013-2924

Book 2013 Page 2924 Type EASE Pages 7

Date 11/25/2013 Time 11:46 AM

Rec Amt \$37.00

✓ INDEX
CHCK
NOTE

DEBORAH K ROBERTS, COUNTY RECORDER
FLOYD COUNTY IOWA

SCAN
ODD

Prepared by Laurie J. Pederson, 114 West Main Ave., PO Box 313, Rockford, IA 50468-0313 641-756-3761

return to

DRAINAGE AGREEMENT AND EASEMENT

WHEREAS, Skipper J. Hildebrand, 2917 Rainbow Drive, Mason City, IA. 50401 and Sandra K. Hildebrand, 16463 225th Street, Allison, IA. 50602. Hereinafter referred to as Hildebrand, are the owners (each having an undivided one half interest – Sandra a single person—Skipper married, wife Pamela J. Hildebrand) of the following described real estate situated in Floyd County, Iowa, to-wit:

Description of Parcel A:

THE WEST HALF OF THE SOUTHWEST QUARTER (W $\frac{1}{2}$ SW $\frac{1}{4}$) OF SECTION 33, TOWNSHIP 94 NORTH, RANGE 16, WEST OF THE 5TH P.M.

and

WHEREAS, Connie J. Price, 1702 S. Carolina, Mason City, IA 50401, Dean A. Johnson, 10013 Oak Avenue, Greene, IA 50636, Keith L. Johnson, 10602 Newell Avenue, Greene, IA 50636, Richard J. Johnson, 25452 Floyd line Street, Greene, IA 50636, hereinafter referred to as Johnson LLC , all doing business as C N Johnson, LLC, are the owners of the following described real estate situated in Floyd County, Iowa, to-wit:

Description of Parcel B:

The SE $\frac{1}{4}$ of the NE $\frac{1}{4}$ of the SE $\frac{1}{4}$; and the East 220 feet of the SW $\frac{1}{4}$ of the NE $\frac{1}{4}$; and the East 220 feet of the W $\frac{1}{2}$ of the SE $\frac{1}{4}$, all in Sec. 32, Twp. 94 N., Range 16, West of the 5th P.M.

WHEREAS, Johnson LLC previously installed and has maintained drainage line for the benefit of both parcels of property.

WHEREAS, the parties have entered into an agreement concerning the use and maintenance which they are desirous of reducing said agreement to writing.

NOW, THEREFORE, IT IS HEREBY MUTUALLY AGREED, by and between the parties hereto and for and in consideration of the mutual covenants of the parties hereto, as follows:

1. The drainage tile located on the real estate now owned by Hildebrand shall be maintained by Hildebrand at their expense, and Hildebrand shall have the exclusive right to add more tile on their land at any time, EXCEPT that they shall not destroy or interfere with the tiling which is the subject of this agreement located on the Johnson's land.
2. Johnson LLC hereby grants to Hildebrand an easement to obtain benefit of the eight inch (8") tile main now in existence which is connected to drainage tile now located on the real estate owned by Johnson LLC. SEE EXHIBIT A, TILE MAP.
3. Johnson LLC further authorize and grant to Hildebrand an easement to repair said tile lines located on real estate owned by Johnson LLC in the event that Johnson LLC fails to repair said tile lines within forty five (45) days after Hildebrand has given written notice of default hereunder. Johnson LLC as part of this easement shall allow Hildebrand or representative of Hildebrand, the right to enter upon Johnson property to inspect for defects in drainage system and or to ensure drainage system is working properly.
4. It is the intent of the parties to confirm the drainage tile now in existence for the benefit of the owners of the above-described real property, shall be maintained by the respective owners at their expense. Each party shall pay as follows-- Johnson LLC sixty per cent (60%)—Hildebrand forty per cent (40%) of the cost to repair and maintain the shared drainage tile line. Which is an eight inch (8") main running from point A to point B across Johnson LLC property. SEE EXHIBIT A, TILE MAP.
5. Johnson LLC may re-route the tile located on their property, at their expense, provided it does not adversely affect the drainage of the Hildebrand property.

6. That this agreement shall be recorded with the intent that the easement hereby granted shall be permanent and run with the land forever and further that this agreement shall be binding upon the successors in interest to the parties hereto, beneficiaries, executors and administrators.
7. There is imposed upon the owners of the Parcels an obligation to deal fairly and in good faith with one another. In the event of any litigation between the parties regarding this Agreement and their duties, the prevailing party shall be entitled to attorney fees and court costs.
8. This Agreement is binding upon and inures to the benefit of successors and assigns.
9. This Agreement shall be governed by the law of the State of Iowa.
10. A waiver of any breach shall not be considered to be a waiver of any other or subsequent breach.
11. This Agreement supplements all prior Agreements, written or oral, between the parties and their predecessors and to the extent of any inconsistency, this agreement shall prevail

"Johnson LLC"



Connie J. Price



Dean A. Johnson



Keith L. Johnson

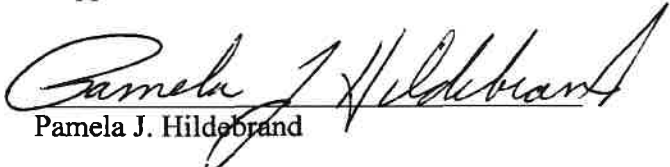


Richard J. Johnson

"Hildebrand"



Skipper J. Hildebrand



Pamela J. Hildebrand



Sandra K. Hildebrand

ACKNOWLEDGMENTS

STATE OF IOWA :
: SS.

COUNTY OF Bernier :

On this 31st day of October, 2013, before me a Notary Public within and for said State, personally appeared Dean A. Johnson, to me known to be the persons described in, and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.



Steven D. Willemssen
Notary Public in and for the State of Iowa

STATE OF IOWA :
: SS.

COUNTY OF Bernier :

On this 31st day of October, 2013, before me a Notary Public within and for said State, personally appeared Keith L. Johnson, to me known to be the persons described in, and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.



Steven D. Willemssen
Notary Public in and for the State of Iowa

STATE OF IOWA :
: SS.

COUNTY OF Bernier :

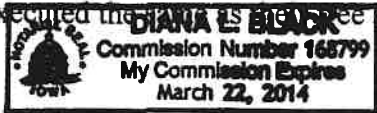
On this 31st day of October, 2013, before me a Notary Public within and for said State, personally appeared Richard J. Johnson, to me known to be the persons described in, and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.




Steven D. Willemssen
Notary Public in and for the State of Iowa

STATE OF IOWA :
: SS.
COUNTY OF Cerro Gordo :

On this 7 day of November, 2013, before me a Notary Public within and for said State, personally appeared Connie Price, to me known to be the persons described in, and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.




Notary Public in and for the State of Iowa

STATE OF IOWA :
: SS.
COUNTY OF _____ :

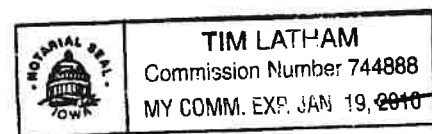
On this _____ day of _____, 2013, before me a Notary Public within and for said State, personally appeared _____, to me known to be the persons described in, and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

Notary Public in and for the State of Iowa

STATE OF IOWA :
: SS.
COUNTY OF Cerro Gordo :

On this 25th day of October, 2013, before me a Notary Public within and for said State, personally appeared Skippy J. Hildebrand, to me known to be the persons described in, and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.


Notary Public in and for the State of Iowa



STATE OF IOWA :

: SS.

COUNTY OF Cerro Gordo:

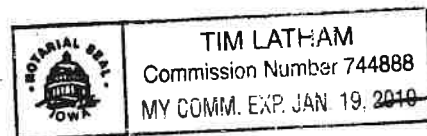
On this 25th day of October, 2013, before me a Notary Public within and for said State, personally appeared Pamela J. Hildebrand to me known to be the persons described in, and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.


Notary Public in and for the State of Iowa

STATE OF IOWA :

: SS.

COUNTY OF Franklin:



On this 15th day of October, 2013, before me a Notary Public within and for said State, personally appeared Jordan Hildebrand, to me known to be the persons described in, and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.



Notary Public in and for the State of Iowa

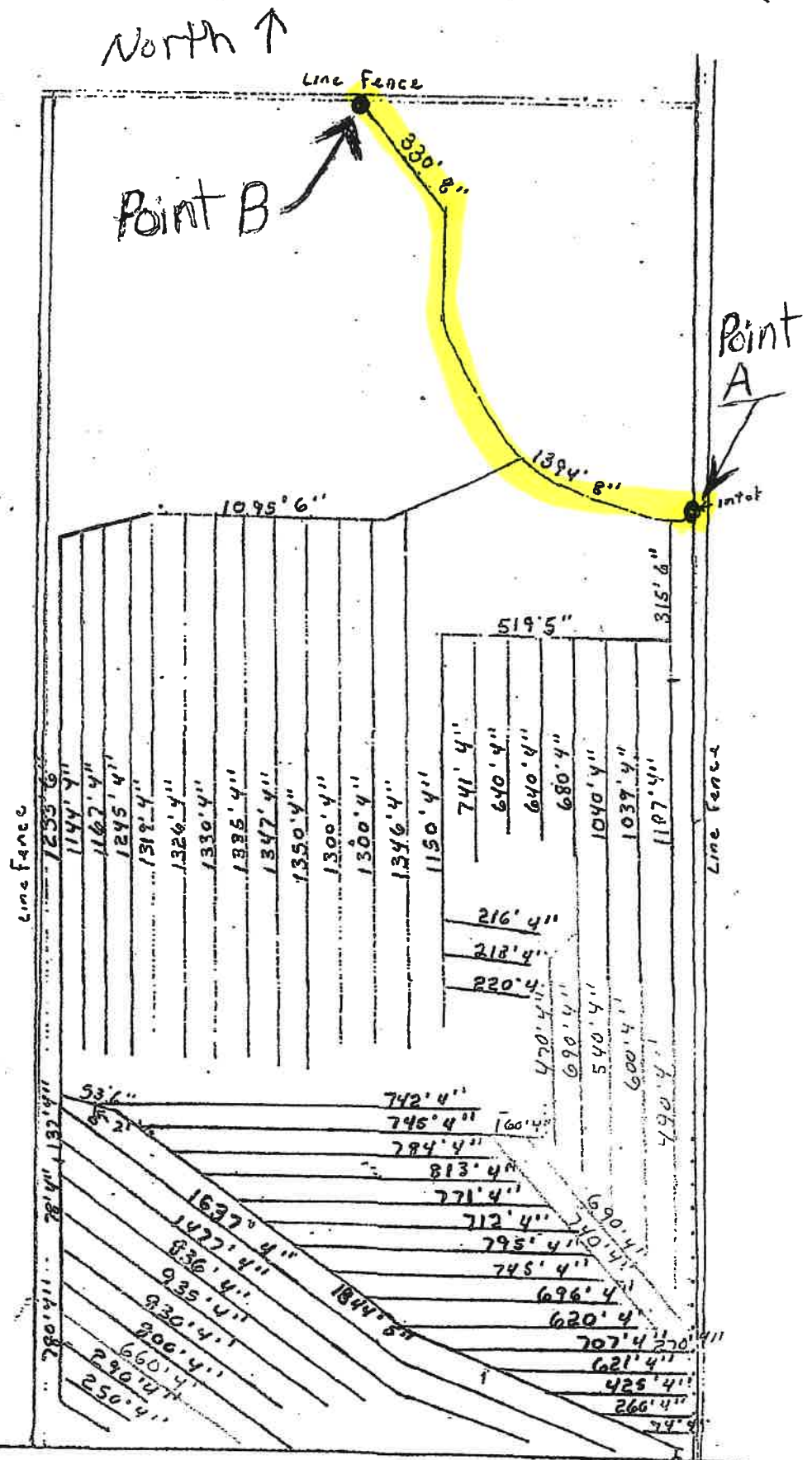


EXHIBIT A

MAP of Johnson LLC Property

Johnson Bros. Farm
Dec 1986
Schaefer Bros. Tiling

All lines Plastic
75' spacings
Red lines installed
Apr. 2002



This information has been gathered from reliable sources but, Benchmark Agribusiness, Inc. does 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.

Benchmark Agribusiness, Inc. is an agent for the Seller only. It is assumed the buyer is representing themselves or, if they have an agent, the buyer will be responsible for paying any buyer's agent's commissions.

The seller's wife is a retired real estate broker.