

EASEMENT GRANT

THIS EASEMENT GRANT is made this 11/1 day of October, 1989 between DAVID H. BROWN ("Grantor") and PRAIRIE MAIZE COMPANY, a Delaware corporation ("Grantee").

The following recitals of fact are a material part of this instrument:

A. Grantee is the owner of the real estate located in Wyandot County, Ohio more particularly described on Exhibit A attached hereto and made a part hereof ("Parcel A").

B. Grantor is the owner of the real estate located in Wyandot County, Ohio more particularly described on Exhibit B attached hereto and made a part hereof ("Parcel B").

C. There is presently a drain tile system located on Parcel B, which has been used for the purposes of providing drainage for Parcel A (the "Drainage System").

D. Grantor wishes to grant and Grantee wishes to receive an easement over, under and across Parcel B for the purposes of establishing of record Grantee's rights and easements with respect to the Drainage System and the drainage of water from Parcel A.

NOW, THEREFORE, in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the following grants, agreements, covenants and restrictions are made.

1. Grant of Easement. Grantor hereby grants to Grantee, as an easement appurtenant to Parcel A, a permanent and perpetual easement and right of way over, under and across Parcel B for the purpose of maintaining, repairing and replacing the Drainage System, together with the right to use the same for the flow of water through, and the discharge of water onto, Parcel B.

2. Use of Easement. The easement granted herein is expressly limited to the maintenance, repair and replacement of the Drainage System and Grantee shall not make any improvements or modifications would unreasonably increase the area drained by the Drainage System. Exclusive use of the easement is not hereby granted; provided, however, that Grantor shall not use the Parcel B in any manner that would be inconsistent with or unreasonably interfere with the rights granted to Grantee hereunder.

3. Maintenance. Grantee agrees that it shall be solely responsible for the maintenance, repair and replacement of the Drainage

System; provided however, that the cost of maintenance, repair or replacement of and feeders or laterals connected to the Drainage System and serving property other than Parcel A shall be shared by the owners of the property benefitted on an equitable basis. Grantee shall have the right to enter onto Parcel A for the purpose of making any necessary repairs or replacements to the Drainage System.

5. Indemnification. Grantee hereby agrees to indemnify, defend and hold Grantor harmless from and against all liability, loss, damage and claims, including reasonable attorneys' fees, arising out of or related to Grantee's entry onto Parcel B for the purposes of repairing or replacing the Drainage System. Except to the extent provided by law, Grantee shall have no liability to Grantor with respect to the flow of water through, or discharge of water upon, Parcel B.

6. 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 benefit of the successors, assigns and personal representatives of the parties hereto.

7. Termination of Covenant Liability. Whenever a transfer of ownership of either parcel takes place, liability of the transferor for breach of covenant occurring thereafter automatically terminates.

IN WITNESS WHEREOF, the undersigned have executed this instrument as of the date and year first above written.

Signed and acknowledged
in the presence of:

Prairie Maize Company, a
Delaware corporation

John N. Fawcett
James R. Mott
Edwin L. Mitchell
Lee Miracle

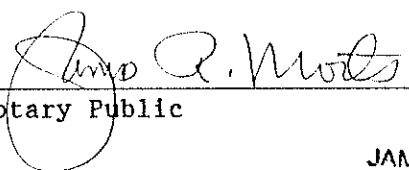
By: K. D. G. H.
Its _____ President

David H. Brown
David H. Brown

State of Ohio)
) ss
County of Franklin)

Before me, a notary public in and for said county, personally appeared the above named Prairie Maize Company, by Kevin D. Lynch, its _____ President, who acknowledged that he did sign the foregoing instrument and that the same is the free and voluntary act and deed of said corporation, and the free and voluntary act of him personally and as such officer.

In testimony thereof, I have hereunto set my hand and official seal, at Columbus, this 11 day of October, 1989.


Notary Public

JAMES R. MOATS
Attorney - At - Law
Notary Public, State of Ohio
My Commission Has No Expiration Date
Sec. 147.03 R.C.

State of Ohio)
) ss
County of Franklin)

Before me, a notary public in and for said county, personally appeared the above named David H. Brown, who acknowledged that he did sign the foregoing instrument and that the same is his free and voluntary act.

In testimony thereof, I have hereunto set my hand and official seal, at Marion Ohio, this 13 day of October, 1989.


Notary Public

EDWIN L. MITCHELL, Attorney At Law
Notary Public, State of Ohio
My Commission Has no expiration date
Section 147.03 R.C.

This Instrument Prepared In
Chicago, Illinois By and After
Recording, Return To:

Ann Duker
McDermott, Will & Emery
111 West Monroe Street
Chicago, Illinois 60603

EXHIBIT A

Legal Description of Parcel A

Situated in the Township of Antrim, County of Wyandot, State of Ohio and being part of the Southwest Quarter of Section 5, and part of the Southeast Quarter of Section 6, Township 4 South, Range 15 East and more particularly described as follows:

Beginning at a railroad spike found set over an iron pipe and monument box marking the common corner to Section 5, Section 6, Section 7 and Section 8, said point also being located on the centerline of County Highway 74; thence on an assumed bearing of North 89 degrees 13 minutes 40 seconds West a distance of 396.95 feet along the south line of said Southeast Quarter of Section 6 and centerline of County Highway 74 to a PK nail set, passing over a railroad spike found at 6.08 feet; thence North 00 degrees 39 minutes 30 seconds East a distance of 443.01 feet to an approved metal survey marker, passing over a 1/2 inch iron pipe found set at 19.08 feet and 423.04 feet; thence South 89 degrees 28 minutes 40 seconds East a distance of 406.59 feet to a 5/8 inch iron pin set marking the east line of said Southeast Quarter of Section 6; thence North 01 degree 54 minutes 00 seconds East a distance of 410.22 feet to a 5/8 inch iron pin found, passing over an approved metal survey marker found at 180.00 feet and a 5/8 inch iron pin found at 380.24 feet; thence South 89 degrees 28 minutes 23 seconds East a distance of 625.47 feet to a 5/8 inch iron pin found; thence South 00 degrees 24 minutes 25 seconds West a distance of 855.42 feet to a PK nail set on the south line of said Southwest Quarter of Section 5, passing over a 5/8 inch iron pin found at 30.06 feet, an approved metal survey marker at 230.06 feet, a 1/2 inch iron pipe found at 430.06 feet, and a railroad spike found at 854.88 feet; thence North 89 degrees 25 minutes 20 seconds West a distance of 647.75 feet along the south line of said Southwest Quarter of Section 5 and centerline of County Highway 74 to a railroad spike found set over an iron pipe and monument box and being the place of beginning.

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EXHIBIT B

Legal Description of Parcel B

EXHIBIT C

Description of Easement Parcel

Situated in the Township of Antrim, County of Wyandot, State of Ohio and being part of the Southeast Quarter of section 6, Township 4 South, Range 15 East and more particularly described as follows:

Beginning at a railroad spike found set over an iron pipe and monument box marking the common corner of Section 5, Section 6, Section 7 and Section 8, said point also being located on the centerline of County Highway 74; thence on an assumed bearing of North 89 degrees 13 minutes 40 seconds West a distance of 396.95 feet along the south line of said Southeast Quarter of Section 6 and centerline of County Highway 74 to a PK nail set, passing over a railroad spike found at 6.08 feet; thence North 00 degrees 39 minutes 30 seconds East a distance of 443.01 feet to an approved metal survey marker, passing over a 1/2 inch iron pipe found set at 19.08 feet and 423.04 feet TO THE POINT OF BEGINNING OF THE TRACT HEREIN DESCRIBED; thence South 89 degrees 28 minutes 40 seconds East a distance of 32.00 feet; thence South 00 degrees 39 minutes 30 seconds West a distance of 230.00 feet; thence North 89 degrees 28 minutes 40 seconds West a distance of 32.00 feet; thence North 00 degrees 39 minutes 30 seconds East a distance of 230.00 feet to the point of beginning.