Ann Domeyer
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PREPARED BY: Michael J. Schuster, SCHUSTER AND MICK, 318 S
River Park Drive, P.O. Box 609, Guttenberg, Iowa 52052
PHONE: 319-252-1733

SEPARATION DISTANCE WAIVER

WHEREAS, Section 455B.162 of the Iowa Code (1997) contains a separation distance requirement in the instance of the new construction or expansion of animal feeding operation structures, which separation distance requirement is for the benefit of adjoining land owners, and

WHEREAS, Section 455B.165 contains an exception to the separation distance requirement where the titleholder of the land benefitting from the separation distance requirement executes a written waiver with the titleholder of the land where the structure is located, and

WHEREAS, Ronald J. Domeyer and Ann M. Domeyer, husband and wife, are the contract purchasers of the following described real estate:

> The Southwest Quarter (SW 1/4) of Section Twenty-Nine (29), Township Eighty-Nine (89) North, Range Three (3), West of the 5th P.M., subject to public highways and easements of record, containing 160 acres, more or less, Delaware County, Iowa, (herein called the "DOMEYER FARM"),

and with the Seller, Betty A. Gassmann, a/k/a Betty A. Hermsen, constitute the titleholders of the DOMEYER FARM, and

WHEREAS, Ernest J. Wessels and Gladys R. Wessels, husband and wife, are the contract purchasers of the following described real estate:

> East One-Half (E 1/2) of the Northwest Quarter (NW 1/4) and the West One-Half (W 1/2) of the Northeast Quarter (NE 1/4) of Section Thirty-Two (32) (except the railroad right of way and except highway easement, more particularly described as: Commencing at the

North Quarter corner of Section 32, thence East 168.3' to point of beginning; thence continuing East 874.0' to a point of tangency of a 247.5' radius curve concave southwesterly, thence southeasterly along said 247.5' radius curve 252.2', thence South 31° 38" East 317.6' to a point on the north right of way line of the Illinois Central Railroad; thence South 86° 7" west along said north right of way line 641.7'; thence North 3° and 53" west 50'; thence South 86° 7" west 503.6'; thence North 379.5' to a point on the south line of the new highway right of way. thence North 87° 52" West 106.8', thence North 33' to point of beginning,) all in Township Eighty-Nine (89) North, Range Three (3), subject to public highways of record, in Delaware County, Iowa, (herein called the "WESSELS FARM"),

and with the Sellers, George Burkle and Thelma Burkle, husband and wife, constitute the titleholders of the WESSELS FARM, and

WHEREAS, the DOMEYER FARM and WESSELS FARM are adjoining farms separated only by a public road, and

WHEREAS, the titleholders of the DOMEYER FARM and WESSELS FARM wish to enter into a written waiver of the separation distance requirement which shall be a covenant running with the land and have the effects described in Chapter 455B of the Iowa Code (1997).

NOW THEREFORE, in consideration of the mutual promises and conditions contained herein, the parties agree as follows:

1. The separation distance requirement for the benefit of the WESSELS FARM and pertaining to any animal feeding operation structure existing, expanded, or to be constructed on the DOMEYER FARM shall be reduced to a distance of Two Hundred Fifty Feet (250').

2. The separation distance requirement for the benefit of the DOMEYER FARM and pertaining to any animal feeding operation structure existing, expanded, or to be constructed on the WESSELS FARM shall be reduced to a distance of Two Hundred Fifty Feet (250').

3. This waiver shall constitute a covenant running with the land for the mutual benefit of the DOMEYER FARM and WESSELS FARM and shall be binding on the parties, their heirs, successors and assigns.

TITLEHOLDERS OF DOMEYER FARM

Betty A Gassmann
BETTY A. GASSMANN, a/k/a BETTY A. HERMSEN, Contract Seller

Ronald J Domeyer
RONALD J. DOMEYER, Contract Purchaser

Ann M. Domeyer
ANN M. DOMEYER, Contract Purchaser

STATE OF IOWA, COUNTY OF Dubuque, ss:

On this 26th day of June, 1997, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared BETTY A. GASSMANN, a/k/a BETTY A. HERMSEN, to me known to be the identical person named in and who executed the foregoing instrument and acknowledged that she executed the same as her voluntary act and deed.

LISA A. MA... MY COMMISSION EXPIRES 1-19-98

Lisa A. Mayers
Notary Public

STATE OF IOWA, COUNTY OF Delaware, ss:

On this 26th day of June, 1997, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared RONALD J. DOMEYER and ANN M. DOMEYER, 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.

LISA A. MA... MY COMMISSION EXPIRES 1-19-98

Lisa A. Mayers
Notary Public

TITLEHOLDERS OF WESSELS FARM

George Burkle
GEORGE BURKLE, Contract Seller

Thelma Burkle
THELMA BURKLE, Contract Seller

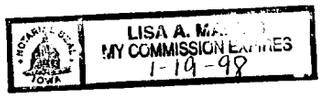
Ernest J. Wessels
ERNEST J. WESSELS, Contract Purchaser

Gladys R. Wessels
GLADYS R. WESSELS, Contract Purchaser

STATE OF IOWA, COUNTY OF Dubuque, ss:

On this 26th day of June, 1997, before me, the

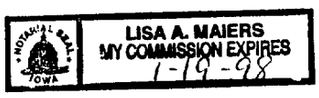
undersigned, a Notary Public in and for the State of Iowa, personally appeared GEORGE BURKLE and THELMA BURKLE, husband and wife, to me known to be the identical persons named in and who executed the foregoing instrument and acknowledged that they executed the same as their voluntary act and deed.



Lisa A. Maiers
Notary Public

STATE OF IOWA, COUNTY OF Delaware, ss:

On this 26th day of June, 1997, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared ERNEST J. WESSELS and GLADYS R. WESSELS, 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.



Lisa A. Maiers
Notary Public

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