NICK ANDERSEN
1128 ROYAL DRIVE
CEDAR FALLS
IA. 50613

DELAWARE COUNTY IOWA
FILED
2003 JUL 17 PM 12:3
BOOK 3008 PAGE 340
DEBORAH L PEIFFER
DELAWARE CO RECORDER
26.00

Preparer Information David R. Mason 415 Clay Street Cedar Falls (319) 277-0
Individual's Name Street Address City Phone

David R. Mason ISBA # 000003470

SPACE ABOVE THIS LINE FOR RECORDER

EASEMENT FOR APPLICATION OF ANIMAL WASTE

THIS AGREEMENT made this 17 day of July, 2003 by and between Gordon ANDEREGG ~~XXXXXXXXXX~~, hereinafter referred to as "Landowner" and Nicklos J. Andersen hereinafter referred to as "Producer".

WHEREAS, Producer is the owner of a swine confinement enterprise situated on real estate located in Delaware County, Iowa, and more particularly described on attached Exhibit "A" ("Producer's Land"); and

WHEREAS, Landowner is the owner of certain agricultural real estate, more particularly described on attached Exhibit "B" (Landowner's Land"); and

WHEREAS, Landowner is willing to allow Producer to spread animal waste/manure on Landowner's Land.

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

1. Landowner hereby grants to Producer the right and perpetual easement to enter upon Landowner's Land, and to spread and dispose of manure and other animal waste thereon. Such animal waste/manure shall be spread and disposed of in such a fashion as to not unreasonably interfere with or impede the planting, growth and harvesting of crops on said property and shall be in compliance with all local, state and federal rules, regulations and statutes. Landowner shall pay to Producer within thirty (30) days of invoice all of Producer's actual cost of spreading the animal waste/manure on Landowner's Land. At Landowner's option, Landowner may at Landowner's expense apply the animal waste/manure tendered by Producer to Landowner's Land or otherwise dispose of such animal waste/manure in any manner chosen by Landowner, provided that such handling, application or disposal is in compliance with all local, state and federal rules, regulations and statutes. This easement is for the benefit of and appurtenant to the real estate described as Producer's Land.

2. Producer warrants that if Producer is applying the animal waste/manure to Landowner's Land that all animal waste/manure handling practices shall remain in full compliance with all local, state and federal rules, regulations and statutes. Landowner warrants that if Landowner elects to apply the animal waste/manure to Landowner's Land or otherwise disposes of such animal waste/manure, then all such handling practices shall remain in full compliance with all local, state and federal rules, regulations and statutes.

3. In the event that Landowner refuses Producer access to Landowner's Land or otherwise prevents Producer from full enjoyment of its rights under this Easement, then Producer shall have all rights and remedies available at law or in equity on account of breach of contract,

including but not limited to injunctive relief and/or suit for damages plus attorney fees and all expenses incurred related to Producer enforcing its rights under this Easement.

4. Landowner certifies and warrants that Landowner is the record owner of Landowner's Land, with the full power and authority to convey the easement granted hereby. This agreement shall run with the land described as Producer's Land and Landowner's Land, and shall be binding upon the heirs, successors, personal representatives, assigns and grantees of the parties hereto.

5. Notwithstanding language to the contrary herein, this Easement shall expire and have no further force and effect when no domestic livestock have been kept on Producer's Land for a period of sixty (60) consecutive months.

6. This document constitutes the entire agreement of the parties and shall not be modified except in writing signed by both parties.

Gordon Andersen

By: _____

LANDOWNER

PRODUCER

STATE OF IOWA, COUNTY OF Linn) ss:

I, the undersigned, a notary public in and for said county and state aforesaid, do hereby certify that Gordon Andersen signed, ~~sealed~~ and delivered this instrument as the Landowner, as his/her free and voluntary act for the purposes therein set forth.

Given under my hand and notarial seal this 17th day of July, 2003.

SUSAN L. GERICKE
COMMISSION NUMBER 188427
MY COMMISSION EXPIRES
2-26-05

Susan L Gericke
Notary Public in and for the State of Iowa

STATE OF IOWA, COUNTY OF LINN) SS:

I, the undersigned, a notary public in and for said county and state aforesaid, do hereby certify that Nicklos J. Andersen, signed and delivered this instrument as the Producer, as his free and voluntary act for the purposes therein set forth.

Given under my hand and notarial seal this 17th day of July, 2003.

SUSAN L. GERICKE
COMMISSION NUMBER 188427
MY COMMISSION EXPIRES
2-26-05

Susan L Gericke
Notary Public in and for the State of Iowa

EXHIBIT "B"

Landowner's Land

The South one-half of the Southeast Quarter of Section 11; and the Northeast Quarter of the Northeast Quarter of Section 14; and the North one-half of the Northwest Quarter of Section 13; and the North one-half of the Southwest Quarter, the Southwest Quarter of the Southwest Quarter and the South one-half of the Southwest Quarter of the Northwest Quarter of Section 12; all in Township 90 North, Range 5, West of the 5th P.M., except as to highway across the Northwest Quarter of the Southwest Quarter of said Section 12, Delaware County, Iowa.

The Southeast Quarter (SE¼) of the Southwest Quarter (SW¼) of Section Twelve (12), Township Ninety (90) North, Range Five (5) West of the 5th P.M., Delaware County, Iowa.

This Deed given in fulfillment of a real estate contract dated February 15, 1995 and recorded April 18, 1995 as File No. 120-2687, Book 134 Page 345 of the records of Delaware County, Iowa.

EXHIBIT "A"

Producer's Land

REPARED BY: IIW ENGINEERS & SURVEYORS P.C. 302 SOUTH RIVER PARK DR., GUTTENBERG, IOWA. (319) 252-3823

PLAT OF SURVEY

PARCEL "A" IN THE NW1/4 OF THE SW 1/4,
SECTION 18, T90N, R4W OF THE 5TH P.M.,
DELAWARE COUNTY, IOWA

I, JOHN TRANMER, HERBY CERTIFY THAT I AM A LICENSED LAND SURVEYOR IN THE SATE OF IOWA, AND THAT THE FOLLOWING TRACTS OF REAL ESTATE WERE SURVEYED BY ME OR UNDER MY DIRECT PERSONAL SUPERVISION. TO WIT:

PARCEL "A" OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SETCTION 18, TOWNSHIP 90 NORTH, RANGE 4 WEST OF THE FIFTH P.M., DELAWARE COUNTY, IOWA, DESCRIBED AS FOLLOWS:

BEGINNING AT THE WEST QUARTER CORNER OF SAID SECTION 18;
THENCE SOUTH 90 DEGREES 00 MINUTES 00 SECONDS EAST (ASSUMED BEARING), ALONG THE NORTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 18, A DISTANCE OF 1376.44;
THENCE SOUTH 00 DEGREES 35 MINUTES 58 SECONDS WEST 350.00 FEET;
THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS WEST 600.00 FEET;
THENCE NORTH 00 DEGREES 35 MINUTES 58 SECONDS EAST 290.00 FEET;
THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS WEST 777.03 FEET TO THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 18;
THENCE NORTH 01 DEGREES 09 MINUTES 43 SECONDS EAST ALONG SAID WEST LINE 60.01 FEET TO THE PO OF BEGINNING.

SAID PARCEL "A" CONTAINS 5.90 ACRES, MORE OR LESS, AND INCLUDES 0.05 ACRES OF COUNTY ROAD EASEMENT ACROSS THE WESTERLY 33.00 FEET THEREOF, SUBJECT TO EASEMENTS, RESERVATIONS, RESTRICTIONS AND RIGHTS-OF-WAY OF RECORD AND NOT OF RECORD, THE PLAT OF WHICH IS ATTACHED HERETO AND MADE A PART OF THIS CERFICIATE.