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DEBORAH L. PEYTON, RECORDER/REGISTRA
DELAWARE COUNTY IOWA

MANURE APPLICATION AGREEMENT

Recorder's Cover Sheet

Preparer Information:
Thomas J. Hanson
401 East Main Street
Manchester, Iowa 52057
(563) 927-5920

Taxpayer Information:
Dale P. Brandel
764 Kennedy Court
Dubuque, Iowa 52001

Return Address
Thomas J. Hanson
401 East Main Street
Manchester, Iowa 52057

Grantors:
Larry A. Swanson and Sandra L. Swanson

Grantees:
Dale P. Brandel and Linda R. Brandel

Legal Description: Parcel A, part of the NW1/4 - NE1/4 & part of the NE1/4 - NW1/4 Sec. 30, T90N, R5W of the Fifth P.M., Delaware County, Iowa, according to plat recorded in Book 2005, Page 1863.

Document or instrument number if applicable:

Preparer
Information Thomas J. Hanson, 401 East Main Street, Manchester, (563) 927-5920
Individual's Name | Street Address | City | Phone

Thomas J. Hanson, ISBA # 02110

SPACE ABOVE THIS LINE
FOR RECORDER

MANURE APPLICATION AGREEMENT

This Manure Application Agreement (Agreement) is entered into this 13th day of September, 2005, by and between Larry A. Swanson and Sandra L. Swanson, husband and wife, (Grantors) and Dale P. Brandel and Linda R. Brandel, husband and wife, (Grantees)

WHEREAS, Grantees own and operate a swine facility located in Delaware County, Iowa on real estate legally described as follows:

> Parcel A, part of the NW1/4 - NE1/4 & part of the NE1/4 – NW1/4 Sec. 30, T90N, R5W of the Fifth P.M., Delaware County, Iowa, according to plat recorded in Book 2005, Page 1863.

WHEREAS, Grantors control certain real property through ownership or lease, the legal description of which has been attached hereto as "Exhibit A" (Grantors' land), and Grantors desire to apply or allow application of manure to the land pursuant to the terms and conditions herein contained;

THEREFORE, the parties agree to the following:

1. Easement. Grantors hereby grant to Grantees an easement to apply manure to land listed in "Exhibit A" in such amounts and times as provided in this Agreement.

2. Timing of Manure Application. Grantors agree that Grantee may apply manure on Grantor's land at such time and frequency as is reasonably necessary to assure that the manure holding facility will never rise above levels prescribed by the Iowa Department of Natural Resources (IDNR). Grantees warrant that, in the event that Grantors raise row crops on Grantor's land, Grantees will never apply manure on Grantor's land during the period commencing with planting and ending at harvest, unless proper equipment is available to apply manure in growing crops and both Grantors and Grantees agree upon such application. In the event Grantors raise crops other than row crops on Grantor's land, Grantees warrant that Grantees shall not apply manure to Grantor's land during major growing season for such crop. Grantees shall notify Grantors not less than seven (7) days prior to the date on which Grantees intend to apply manure. Grantors further agree that if during the period of this

Agreement it is determined by a third party independent source (e.g. ISU Extension) that a build up of nutrients or trace elements has occurred which has become significantly detrimental to crop production, Grantees will discontinue the spreading of manure until these levels have been reduced. However, such determination will not result in a termination of this agreement.

3. Quality of Manure. All application of manure from Grantee's facility shall be in accordance with the IDNR's regulation regarding application of animal waste and will not exceed amounts outlined in the manure management plan submitted to IDNR for Grantee's swine operation.

4. Binding Effect. This Agreement shall be inure to the benefit of and be binding upon the parties here to, their respective successors, assigns and personal representatives. The easement provided herein for the right to apply manure to the Grantor's land shall run with the land and bind all future titleholders to Grantor's land, except that land that is controlled through a rental agreement. The easement for rented land will terminate with the termination of the Grantor's lease, or upon termination by the titleholder of said leased land.

5. Term and Termination. This Agreement shall continue in full force and effect until December 31, 2020, or until such time as the swine facilities located on Grantee's land, including any additions or modifications thereto, are no longer used for swine production, whichever comes first. This Agreement may not be otherwise terminated except by written agreement, signed by the parties hereto, their successors, assigns, or personal representatives.

6. Limitation of Liability. The parties hereto agree that no agent or employee of one party is an agent or employee of the other, and that any liability arising from the actions or negligence of an agent or employee of a party hereto shall be such party's sole responsibility.

7. Waiver. The failure of any party hereto to insist in any one or more instances upon performance of any term or condition of the Agreement shall not be construed as a waiver of future performance of any such term, covenant or condition, but the obligation of such party with respect thereto shall continue in full force and effect.

This Agreement has been executed as of the date written above.

Grantors:

Larry A. Swanson

Sandra L. Swanson

Grantees:

Dale P. Brandel

Linda R. Brandel

STATE OF IOWA, COUNTY OF DELAWARE, ss:

On this 8th day of September, 2005, before me, the undersigned, a Notary Public in and for said State, personally appeared, Larry A. Swanson and Sandra L. Swanson, 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.

THOMAS J. HANSON
Commission Number 115040
My Commission Expires
September 22, 2007

Notary Public in and for the State of Iowa

STATE OF IOWA, COUNTY OF DELAWARE, ss:

On this 13th day of September, 2005, before me, the undersigned, a Notary Public in and for said State, personally appeared, Dale P. Brandel and Linda R. Brandel, 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.

Notary Public in and for the State of Iowa

Shirley A. Spoerl
Notarial Seal - Iowa
Commission No 172418
My Commission Expires 12-22-05

EXHIBIT "A"
Real Estate Included In Manure Application Agreement

Parcel #1:

The South one-half (S½) of the Northeast Quarter (NE¼) of the Northwest Quarter (NW¼), and the South one-half (S½) of the Northwest Quarter (NW¼) of the Northwest Quarter (NW¼), and the Southwest Quarter (SW¼) of the Northwest Quarter (NW¼), and the South one-half (S½) of the Southeast Quarter (SE¼) of the Northwest Quarter (NW¼), and the North one-half (N½) of the Southwest Quarter (SW¼), all in Section Twenty Four (24), Township Ninety (90) North, Range Six (6), West of the Fifth P.M., except Parcel "A" in the NE¼ of the SW¼ and the S½ of the SE¼ of the NW¼, Section 24, T90N, R6W of the 5th P.M., Delaware County, Iowa, according to plat recorded in Book 2003, Page 2518.

Parcel #2:

The North one-half (N½) of the Northeast Quarter (NE¼) and the East one-half (E½) of the Northwest Quarter (NW¼) of Section Thirty (30), except the East 438 feet of the North 550 feet of the Northeast Quarter (NE¼) of the Northeast Quarter (NE¼) thereof, and further except Parcel "A" part of the Northwest Quarter (NW¼) of the Northeast Quarter (NE¼) and part of the Northeast Quarter (NE¼) of the Northwest Quarter (NW¼) of Section 30 according to plat recorded in Book 2005, Page 1863; and the North one-half (N½) of the Northwest Quarter (NW¼) of Section Twenty Nine (29), all in Township Ninety (90) North, Range Five (5), West of the 5th P.M. in Delaware County, Iowa.

Parcel #3:

The following parcel is leased from Gary W. Jackson and Betty L. Jackson, husband and wife:

The Southeast Quarter (SE¼) of Section Twenty Four (24), Township Ninety (90) North, Range Six (6), West of the 5th P.M. in Delaware County, Iowa except that part thereof described as commencing 785.8 feet South of the Northwest corner of said Southeast Quarter (SE¼), thence South 428 feet, thence East 430 feet, thence North 428 feet, thence West 430 feet to the point of beginning.