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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, (563) 927-5920

Taxpayer Information:
Kenneth J. Wilgenbusch
825 Tanglewood Dr.
Manchester, Iowa 52057

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

Grantors:
Earl Zumbach and Edna Zumbach Revocable Trust

Grantees:
Kenneth J. Wilgenbusch

Legal Description: See Page 2

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) entered into this 8th day of ~~May~~ June 2006, by and between Earl Zumbach and Edna Zumbach as Trustees of the Earl Zumbach and Edna Zumbach Revocable Trust (Grantors) and Kenneth J. Wilgenbusch (Grantee).

WHEREAS, Grantee owns and will operate a swine facility located on the following described real estate located in Delaware County, Iowa:

Part of the Northeast Quarter of the Northeast Quarter of Section 8, Township 88 North, Range 6, West of the 5th Principal Meridian, Delaware County, Iowa being further described as follows:

The North 525.00 feet of the East 350.00 feet of the Northeast Quarter of the Northeast Quarter of Section 8, subject to easements of record.

Containing 4.22 acres, more or less

AND WHEREAS, Grantors own the following described real estate located in Delaware County, Iowa:

The Northeast Quarter of Section 8, T88N, Range 6, West of the 5th P.M., except Parcel A part of the Northwest Quarter of the Northeast Quarter according to plat recorded Book 1999, Page 968 of the records of the Delaware County Recorder; and further except the North 525.00 feet of the East 350.00 feet of the Northeast Quarter of the Northeast Quarter thereof.

and Grantors agree to allow application of manure to the land pursuant to the terms and conditions contained herein.

THEREFORE, the parties agree to the following:

1. Easement. Grantors hereby grant to Grantee an easement to apply manure to land listed above in such amounts and times as provided in this Agreement. Grantees agree that all manure produced at the swine facility constructed on the Grantee's parcel shall be offered to and available for application to the Grantor's property during the term of this Agreement and pursuant to the terms of herein.

2. Timing of Manure Application. Grantors agree to allow the application of manure on Grantors' land at such time and frequency as is reasonably necessary to assure that the manure holding facility will never rise above the level prescribed by the Iowa Department of Natural Resources (IDNR). Grantors, or their agents, will provide and pay for the application of the manure onto their premises. If Grantors fail to provide and pay for application of the manure onto the premises then Grantee shall have the right, at Grantor's expense, to apply or have manure applied onto the premises. Grantee warrants that, in the event that Grantors raise row crops on Grantors' land, that Grantee will have manure applied in the fall after the harvest has been completed, unless proper equipment is available to apply manure in growing crops and both Grantors' and Grantee agree upon such application. In the event that Grantors' raise crops other than row crops on Grantors land, Grantee warrants that application of manure on Grantors land will not be made during the major growing season for such crop. The parties further agree that in the event that the Grantors determine that a build up of nutrients or trace minerals has occurred which has become significantly detrimental to crop production, Grantee, upon receipt of notice from the Grantors, will discontinue the spreading of manure until these levels have been reduced to a level acceptable to the Grantors. 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. Grantee shall be prohibited from depositing dead animals or animal parts on the Grantors' premises.

4. Binding Effect. This Agreement shall be binding on the parties hereto, their heirs, successors and assigns for the period as provided in paragraph five (5) of this Agreement.

5. Term and Termination. This Agreement shall commence on the date that it is signed by both parties and shall continue in full force and effect for a period of 20 years, provided however, that the Agreement shall terminate in the event that the swine facilities located on Grantee's land, including any additions or modifications thereto, are no longer used for swine production. This Agreement may also be terminated upon written agreement by the parties.

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 hereto shall continue in full force and effect.

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

Grantors:

Earl Zumbach and Edna Zumbach Trustees of the Earl Zumbach and Edna Zumbach Revocable Trust

Earl Zumbach

Earl Zumbach

Edna Zumbach

Edna Zumbach

Grantee:

Kenneth J. Wilgenbusch

Kenneth J. Wilgenbusch

State of Iowa)
) ss:
County of Delaware)

On this 26th day of May, 2006, before me, the undersigned, a Notary Public in and for said State, personally appeared Kenneth J. Wilgenbusch, to me known to be the person named in and who executed the foregoing instrument, and acknowledged that he executed the same as his voluntary act and deed.

NOTARIAL SEAL IOWA
ANGEL BARNHART
Commission Number 706804
My Commission Expires
11-22-08

Angel Barnhart

Notary Public in and for the State of Iowa

State of Iowa)
) ss:
County of Delaware)

On this 8th day of ~~May~~ June, 2006, before me, the undersigned, a Notary Public in and for the said State, personally appeared Earl Zumbach and Edna Zumbach Trustees of the Earl Zumbach and Edna Zumbach Revocable Trust, to me known to be the persons named in and who executed the foregoing instrument, and acknowledged that they executed the same as their voluntary act and deed.

NOTARIAL SEAL IOWA
WILLIAM D. WERGER
Commission Number 129812
My Commission Expires
October 6, 2007

Notary Public in and for the State of Iowa