Joseph Wessels
C - 563-599-0477
H - 563-875-7417

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DEBORAH L PEYTON, RECORDER/REGISTRAR
DELAWARE COUNTY IOWA

SEPARATION DISTANCE WAIVER

THE IOWA STATE BAR ASSOCIATION
Official Form No. 117
Recorder's Cover Sheet

Preparer Information: (Name, address and phone number)

Tom Jenk, 225 1st Avenue East, Dyersville, Ia 52040. Phone: (563) 875-9112

Taxpayer Information: (Name and complete address)

Joseph G. Wessels & Kathy A. Wessels
3175 218th Street
Earlville, Iowa 52041

Return Document To: (Name and complete address)

Attorney Tom Jenk
P O Box 304
Dyersville,Iowa 52040

Grantors:	Grantees:
Jason M. & Jennifer Domeyer	Joseph G.Wessels & Kathy A. Wessels
Everett J. & Darline E. Schuman	Gladys R. Wessels

Legal description: See Page 2 & 3

Document or instrument number of previously recorded documents:

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Preparer Information: Attorney Tom Jenk, 225 1st Avenue East, Dyersville, Iowa 52040
Phone No. 563-875-9112

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 benefiting from the separation distance requirement executes a written waiver with the titleholder of the land where the structure is located, and

WHEREAS, Jason M. Domeyer and Jennifer L. Domeyer, husband and wife, are the contract purchasers of the following described real estate:

Parcel C, Part of the NE ¼, Section 31, & Part of the NW ¼, Section 32, all in Township 89 North, Range 3 West of the Fifth P.M., Plat in Book 2001 Page 4336

and with Seller, Everett J. Schuman and Darline E. Schuman, husband and wife, constitute the titleholders of the DOMEYER FARM, and

WHEREAS, Joseph G. Wessels and Kathy A. Wessels, husband and wife, are the contract purchasers of the following described real estate:

East One-Half (E ½) of the Northwest Quarter (NW ¼) and the West One-Half (W ½) of the Northeast Quarter (NE ¼) 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 Seller, Gladys R. Wessels, single, constitute the titleholders of the WESSELS FARM, and

WHEREAS, the DOMEYER FARM and WESSELS FARM are adjoining farms separated only by a field, 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 Four Hundred Feet (400').

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 Four Hundred Feet (400').

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

Everett J. Schuman, Contract Seller

Darline E. Schuman, Contract Seller

Jason M. Domeyer, Contract Purchaser

Jennifer L. Domeyer, Contract Purchaser

STATE OF IOWA, COUNTY OF Delaware, SS:

On this 19 day of July, 2010, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Everett J. Schuman and Darline E. Schuman, 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.

SUE ELLEN HELLE
Commission Number 144489
My Comm. Exp. 3-3-12

Notary Public

STATE OF IOWA, COUNTY OF Delaware, SS:

On this 19 day of July, 2010, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Jason M. Domeyer and Jennifer L. 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.

SUE ELLEN HELLE
Commission Number 144489
My Comm. Exp. 3-3-12

Notary Public

TITLEHOLDERS OF WESSELS FARM

Joseph G. Wessels, Contract Purchaser

Kathy A. Wessels, Contract Purchaser

Gladys R. Wessels, Contract Seller

STATE OF IOWA, COUNTY OF Delaware, SS:

On this 19 day of July, 2010, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared GLADYS R. WESSELS, single, contract seller, 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.

Sue Ellen Helle
Notary Public

SUE ELLEN HELLE
Commission Number 144489
My Comm. Exp. 3-3-12

STATE OF IOWA, COUNTY OF Delaware, SS:

On this 19 day of July, 2010, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared JOSEPH G. WESSELS and KATHY A. WESSELS, husband and wife, Contract Buyers, 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.

Sue Ellen Helle
Notary Public

SUE ELLEN HELLE
Commission Number 144489
My Comm. Exp. 3-3-12