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DEBORAH L PEYTON, RECORDER/REGISTRAR
DELAWARE COUNTY IOWA

Prepared by and Return to: Steven E. Carr, 117 S. Franklin St., PO Box 333, Manchester, IA 52027; 563-927-4164
Grantor: John C. Smith & Lea Ann Smith Grantee: Carol Laura Ross & Ross Trust
1837 130th AVE.
MANCHESTER, IA. 52057

MANURE AGREEMENT

John C. Smith and Lea Ann Smith, husband and wife (hereinafter "Smith") and Carol Laura Ross, a single person, and Joyce Graybill and Lea Ann Ross as Co-Trustees of the trust created under the Will of Douglas Lee Ross dated May 23, 2000 (hereinafter "Ross") in consideration of their mutual promises and performances herein agree as follows:

1. That Smith is the owner of the following described real estate:

Parcel C Part Of The NW ¼-SW ¼ & Part Of The NE ¼-SW ¼ Sec. 15, T89N, R6W Of The Fifth P.M., Delaware County, Iowa, according to plat recorded in Book 2011, Page 2080

2. That Ross is the owner of the following described real estate:

The North Half (N½) of the Southwest Quarter (SW¼) of Section Fifteen (15), Township Eighty-nine (89) North, Range Six (6) West of the Fifth Principal Meridian, except Parcel C according to plat recorded in Book 2011, Page 2080.

and

The East Half (E½) of Section Sixteen (16), Township Eighty-nine (89) North, Range Six (6) West of the Fifth Principal Meridian.

3. Smith intends to build a hog confinement facility or facilities on Parcel C described above.

4. For a period of fifteen (15) years from the date of this agreement Smith grants to Ross manure rights with respect to the hog facility or facilities.

5. "Manure rights" means that all manure generated from the Smith hog facility or facilities must be applied to the Ross property described above unless otherwise agreed to in

writing between the parties. Smith shall apply the manure and Ross, or if land is rented, Lessee shall pay the cost of application to Smith.

6. In the event of death of Carol Laura Ross during the period of this agreement, the agreement shall terminate entirely at such time. Should any portion of Ross property be sold during the period of this agreement, the manure rights shall terminate as to such property and shall not pass to the new owner.

7. This agreement is subject to DNR fertility levels.

8. This agreement shall be binding upon the heirs, successors, and assigns of the parties hereto.

Dated this 9th day of September, 2011.

John C Smith
John C. Smith

Lea Ann Smith
Lea Ann Smith

Carol Laura Ross
Carol Laura Ross

Joyce E Graybill co trustee
Joyce Graybill as Co-Trustee

Lea Ann Smith Co-Trustee
Lea Ann Ross as Co-Trustee
n/k/a Lea Ann Smith

STATE OF IOWA)
) ss:
DELAWARE COUNTY)

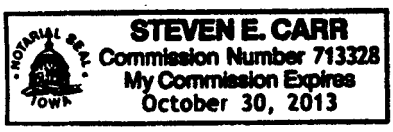
This instrument was acknowledged before me on this 9th day of September, 2011 by John C. Smith and Lea Ann Smith, husband and wife.

Steven E Carr
Notary Public in and for the State of Iowa

STEVEN E. CARR
Commission Number 713328
My Commission Expires
October 30, 2013

STATE OF IOWA)
) ss:
DELAWARE COUNTY)

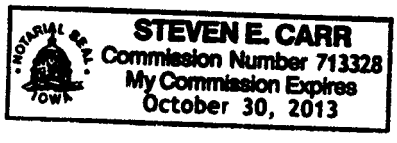
This instrument was acknowledged before me on this 9th day of September, 2011 by Carol Laura Ross.



Notary Public in and for the State of Iowa

STATE OF IOWA)
) ss:
DELAWARE COUNTY)

This instrument was acknowledged before me on this 9th day of September, 2011 by Joyce Graybill and Lea Ann Ross as Co-Trustees of the Trust created under the Will of Douglas Lee Ross dated May 23, 2000.



Notary Public in and for the State of Iowa