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FILED NO. 35
BOOK 45 PAGE 183
98 JUL -1 PH 3: 39
MICHELLE UTSLEK
RECORDER
MADISON COUNTY, IOWA

Instrument drafted by: Sherry Bode, MetLife Capital, Limited Partnership, 10900 N.E. 4th Street, Suite 500, Bellevue, Washington 98004; 425-451-0090

ASSIGNMENT OF EASEMENT TO APPLY AGRICULTURAL MANURE

This **Assignment of Easement to Apply Agricultural Manure** ("Assignment") is entered into this 11 day of June, 1998 by and between **Randy Berry and JoAnn K. Berry**, husband and wife ("Assignor") and **MetLife Capital, Limited Partnership** ("Assignee").

W I N E S S E T H:

WHEREAS, Assignor is the owner of the parcel described in Exhibit "A" attached hereto; and

WHEREAS, Assignor is in the business of swine production; and

WHEREAS, Assignee has provided financing to Assignor for the construction of certain swine raising facilities; and

WHEREAS, Assignor has entered into a certain easement arrangement ("Easement") with **Charles C. Berry** ("Grantor"), which has been recorded with the County of Madison, State of Iowa, on January 30, 1998, as Document No. 2776 at Book 44, Page(s) 612, whereunder Grantor has, with certain limitations, permitted and enabled Assignor to spread agricultural manure generated on Assignor's property over the property of Grantor more particularly described in Exhibit "A" hereto; and

WHEREAS, Assignee desires to take an assignment of the Easement such that Assignee or any other successor owner of the parcel described in Exhibit "A" will be able to make use of the Easement;

NOW THEREFORE, it is agreed as follows:

1. **Assignment.** Assignor hereby assigns to Assignee all of its rights under the Easement; provided, however, that so long as Assignor is not in default under its financing with Assignee, Assignor shall have the exclusive right to use the Easement.
2. **Consent.** Grantor hereby consents to this Assignment and agrees that Assignee, if and when it becomes owner of the property described in Exhibit "A", shall have the same rights to use the Easement. This right shall also inure to the benefit of Assignee's designees and assigns.
3. **Indemnification.** Assignor agrees to indemnify Assignee and to defend and hold harmless Assignee from and against any and all claims, demands, actions, suits, fees and expenses, including, but not limited to, attorneys fees arising out of or in any way related to any actions that Assignor may take in connection with or related, directly or indirectly, to the rights granted to Assignor under the Easement, except for any such claims, demands, actions or suits arising out of the sole negligence or willful misconduct of Assignee, and Grantor agrees that so long as Assignor or its agents are exercising the rights granted in the Easement that it will look solely to Assignor for any claims or demands related to such usage.
4. **Governing Law.** This Assignment shall be governed by and construed in accordance with the laws of the State of Iowa.

MetLife Capital

5. Binding Nature. This Assignment shall be binding upon the parties hereto and their respective successors and assigns.

IN WITNESS HEREOF, the parties have executed this Agreement as of the day and year first written above.

Assignee

MetLife Capital, Limited Partnership
By: MetLife Capital Corporation, General Partner

By: [Signature]
Its: SR. V.P.

Assignor

Randy Berry and JoAnn K. Berry

By: [Signature]
Randy Berry
By: [Signature]
JoAnn K. Berry

Grantor's Consent

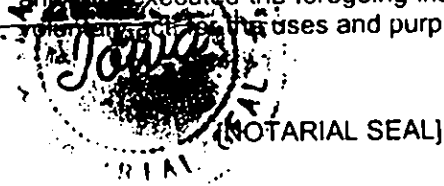
On the terms and conditions set forth above, **Charles C. Berry**, hereby consent to the assignment by Assignor of its rights under the Easement described above to Assignee dated this 24 day of June, 1998.

[Signature]
Charles C. Berry

ACKNOWLEDGMENT - ASSIGNOR

STATE OF IOWA)
COUNTY OF UNION)§

On the 24 day of June, 1998, before me, the undersigned, a Notary Public, personally known to be the individual or individuals described in and executed the foregoing instrument and acknowledged the said instrument to be his/her free and voluntary act for the uses and purposes therein mentioned.



[Signature]
NOTARY PUBLIC in and for the State of Iowa,
residing at [Address]

My Commission expires: Aug 26, 2000

ACKNOWLEDGMENT - ASSIGNEE

STATE OF WASHINGTON)
) §
COUNTY OF KING)

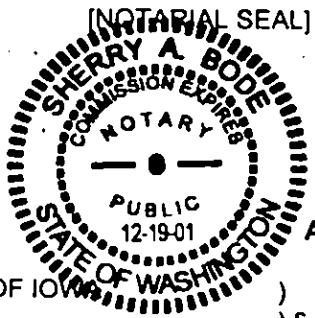
*A Vice
Iocl*

On this 16th day of June, 1998, before me, the undersigned, a Notary Public, personally appeared ~~Sady Johnston~~ known to me (or proved to me on the basis of satisfactory evidence) to be the SR. Vice President of MetLife Capital Corporation, who executed the foregoing instrument and acknowledged the said instrument was the free and voluntary act and deed of said Corporation, for the uses and purposes therein mentioned.

[Signature]

NOTARY PUBLIC in and for the State of Washington,
residing at Bellevue

My Commission expires: 12/19/01



ACKNOWLEDGMENT - CONSENT

STATE OF IOWA)
) §
COUNTY OF)

On this 24th day of June, 1998, before me, the undersigned, a Notary Public, personally appeared Charles C. Berry to me known to be the individual or individuals described in and who executed the foregoing instrument and acknowledged the said instrument to be his/her free and voluntary act, for the uses and purposes therein mentioned.

[Signature]

NOTARY PUBLIC in and for the State of Iowa,
residing at Creston

My Commission expires: Aug 26, 2000

[NOTARIAL SEAL]

EXHIBIT "A"

"Facility Parcel"

The following described property located in Township _____, Madison County, Iowa

That part of the Northeast Quarter of Section 15, Township 74 North, Range 28 West of the Fifth Principal Meridian, Madison County, Iowa, described as follows:

Commencing at the southwest corner of the Northeast Quarter of said Section 15;
 thence on an assumed bearing of North 90 degrees 00 minutes 00 seconds East along the south line of said Northeast Quarter a distance of 904.59 feet to the point of beginning;
 thence North 03 degrees 49 minutes 33 seconds East 1303.75 feet;
 thence North 90 degrees 00 minutes 00 seconds East 322.22 feet;
 thence South 00 degrees 36 minutes 26 seconds East 970.10 feet;
 thence South 89 degrees 23 minutes 34 seconds West 75.00 feet;
 thence South 00 degrees 36 minutes 26 seconds East 330.02 feet to the south line of the Northeast Quarter of said Section 15;
 thence North 90 degrees 00 minutes 00 seconds West along said south line a distance of 348.00 feet to the point of beginning.

Said tract contains 10.56 acres and is subject to a Madison County Highway Easement over the southerly 0.32 acres thereof.

Number of acres 10.56

"Grantor Parcel"

The following described property located in Township _____, Madison County, IOWA

The East Half of the Northwest Quarter of Section 15,
 and the West Half of the Northeast Quarter (except the 10.56 acres described above) in Section 15, Township 74 North, Range 28 West of 5th P.M., Madison County, Iowa.

Number of acres _____