

EASEMENT TO SPREAD AGRICULTURAL MANURE

This Easement to Spread Agricultural Manure ("Agreement"), is entered into this 29 day of January 1998, between Randy Berry, husband and wife, whose principal place of business is 1983 305th St, Winterset IA ("Grantee"); and Charles Berry, husband and wife, whose address is 3077 CHEVER RD, Winterset IA ("Grantor"), and confirms the terms and conditions upon which the Grantor is granting an easement to the Grantee (the "Easement").

WITNESSETH:

WHEREAS, Grantee is the owner of the real property situated in Monroe, Madison County, which is described in the attached Exhibit "A" (the "Facility Parcel"); and

WHEREAS, Grantee is in the process of establishing a swine raising facility (the "Facility") on the above described property; and

WHEREAS, the Grantor is the owner of the real property situated in Monroe, Madison County, which is described in the attached Exhibit "A", and is adjacent to the Facility Parcel (the "Grantor Parcel");

NOW THEREFORE, it is agreed as follows:

1. Grant of Easement. The Grantor hereby grants to Grantee an easement over that portion of the Grantor Parcel described in Exhibit "A" required for continuing access to and for the purpose of spreading manure generated by the livestock at the Facility. This Easement for manure spreading shall be exercisable to the extent reasonably required to have complete use of the Facility for the purpose intended.
2. Grant of Rights to Spread Manure. Grantee, their employees and independent contractors shall have the right to enter onto the Grantor Parcel for the purpose of spreading agricultural manure in a rate not in excess of those provided for by regulations promulgated by the State of Iowa.
3. Time of Application. Application shall be permitted after crops are harvested in any calendar year during the term of this Agreement and up until the time the soil is prepared for planting the following Spring.
4. Spring Application. It is anticipated that Spring applications will be permitted. Spring applications, however, will require the consent of the Grantor which will not unreasonably be withheld. It is anticipated that Spring applications will not be allowed during times which soil compaction will occur because of wet soil conditions or after preparation has begun for crop planting during the crop year.
5. Term of Agreement. This Agreement shall begin on the first of September 1998 and continue for a period of eleven (11) years. The Agreement shall automatically renew from year to year thereafter unless either party shall give written notice of termination to the other party prior to December 31st the preceding year.
6. Form of Application. Any agricultural manure spread upon the Grantor Parcel shall be applied in a manner exercising good agricultural practices.
7. Covenant Running with the Land. The easements hereby granted, the restrictions hereby imposed, and the covenants herein contained shall be easements, restrictions, and covenants "running with the land" and shall inure to the benefit of, and be binding upon, the parties hereto, their respective heirs, successors and assigns.
8. Notices. All notices under this Agreement shall be in writing and delivered personally, by facsimile transmission or by mail, postage prepaid, addressed to the appropriate parties at their last know addresses. Any notice permitted or required under this Agreement shall be deemed "delivered" as follows: (i) if by hand delivery, on the date of actual delivery; (ii) if by facsimile transmission, on the next business day following the date of transmission; and (iii) if by mail, on the third business day following the date that the notice is deposited with the United States Postal Service.

ASSIGNED 7-1-98 SEE MISC RECORD 45 PAGE 183

COMPUTER
RECORDED
COMPARED

STATE OF IOWA, ss.
MADISON COUNTY,

Inst. No. 2776 Filed for Record this 30th day of January 19 98 at 1:59 PM
Book 44 Page 612 Recording Fee \$ 16.00 Michelle Utsler, Recorder. By Paige M. Idenscy Deputy

9. Non-Waiver. Failure by either party to exercise any right under this Agreement and no partial single exercise of that right, shall not constitute a waiver of that or any other right, unless otherwise expressly provided herein.
10. Entire Agreement. This Agreement represents the total and complete agreement of the parties.
- IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first written above.

Grantor

By: Charles C Berry
Print Name CHARLES C BERRY

By: _____
Print Name

Grantee

By: Randy Berry
Print Name Randy Berry

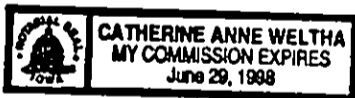
By: Joann Berry
Print Name Joann Berry

ACKNOWLEDGEMENT - Grantee

STATE OF IOWA)
) §
COUNTY OF MAQUON)

On this 30 day of JANUARY 1998 before me, the undersigned, a Notary Public, personally appeared RANDY BERRY and JOANN 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.

[NOTARIAL SEAL]



Catherine A. Weltha
NOTARY PUBLIC in and for the State of IOWA
residing at Winterset, Iowa

My Commission expires: 6/29-1998

ACKNOWLEDGEMENT - Grantor

STATE OF IOWA)
) §
COUNTY OF MAQUON)

On this 30 day of JANUARY 1998 before me, the undersigned, a Notary Public, personally appeared CHARLES BERRY and _____ 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.

[NOTARIAL SEAL]



Catherine A. Weltha
NOTARY PUBLIC in and for the State of IOWA
residing at Winterset, Iowa

My Commission expires: 6/29-98

JAN 15 1990 12-07 1R LIVESTOCK PRODUCTION 17122638466 10 AFTERNOON COOP

P.04/04

EXHIBIT "A"

"Facility Parcel"

The following described property located in Township 74 North, Madison County, Iowa

East $\frac{1}{2}$ of the Northwest $\frac{1}{4}$,
 Section #15, Township 74, Range 28
 west of the 5th P.M., Madison
 County, Iowa.

"Grantor Parcel"

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

The West $\frac{1}{2}$ of the Northeast Quarter
 and the East $\frac{1}{2}$ of the Northwest
 Quarter of Section 15, Township 74,
 Range 28 west of the 5th P.M.
 Madison County, Iowa