

MAY-29-1996 16:00 FROM MLCC TO 915154623884 P.02

STATE OF IOWA, ss. Inst No 3603 Filed for Record this 21 day of June 19 96 at 2:30 PM
MADISON COUNTY, Book 136 Page 412 Recording Fee \$ 26.00 Michelle Utzler, Recorder. By Shirley H. Hendry Deputy

**SPREADING EASEMENT AGREEMENT
(Third Party)**

COMPUTER
RECORDED
COMPARED

THIS AGREEMENT, dated June 5, 1996 is between MICHIGAN LIVESTOCK CREDIT CORPORATION, a Michigan corporation with its principal offices at 2651 Coolidge Road, East Lansing, Michigan 48823 (the "MLCC") and Clyde E. Bierma, a sole proprietorship with its principal offices at 3121 Limestone Avenue (the "Grantor") and confirms the terms and conditions upon which the Grantor is granting an easement to the MLCC (the "Easement").

1. Grant of Easement. The MLCC has entered into a CONSTRUCTION LOAN AGREEMENT with Randy A. and JoAnn K. Berry (the "Borrower") pursuant to which the MLCC will provide partial funding to the Borrower for the construction of two Hog Finishing Facilities (the "Facility") on land located in Moroe Township, Madison County, Iowa which is described in Exhibit "A" (the "Facility Parcel"). The Grantor is the owner of the land located in Monroe Township, Madison County, Iowa which is described in Exhibit "B" and which is adjacent to the Facility Parcel (the "Grantor Parcel"). The MLCC has agreed to proceed with the Loan to the Borrower only if the Grantor grants to the MLCC, and to all present and future owners of the Facility Parcel, and easement required for continuing access to that Facility Parcel. To induce the MLCC to proceed with the Loan, the Grantor hereby grants to the MLCC, and to its successors and assigns to the Facility Parcel, an easement over that portion of the Grantor Parcel described in Exhibit "B" for purposes 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 purposes intended, subject only the limitation that the spreading shall be in conformance with good agricultural practices. This easement shall be a continuing benefit to the Facility Parcel in a continuing burden upon the Grantor Parcel. Each easement shall "run with the land".

2. Term of Easement. The easement granted in Section 1 is immediately effective upon the signing of this Easement and shall remain in full force and effect for so long as the MLCC or its successors and assigns hold any mortgage or other lien interest on or with respect to the Facility or the Facility Parcel; provided, however, if the MLCC acquires title to the Facility Parcel as the result of a default by the Borrower or if a third party acquires title to the Facility Parcel through a foreclosure, forfeiture or similar proceeding as a result of a default by the Borrower, then the easement granted in Section 1 shall remain in full force and effect for the benefit of the MLCC or the third party, and their respective successors and assigns, for a period of ten (10) years following the date such title is acquired by the MLCC or such third party.

3. Miscellaneous.

(a) Notices. Any notice permitted or required under this Agreement shall be in writing and 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; (iii) if by mail, on the third business day following the date that the notice is deposited with the United States Postal Services, postage prepaid, to the address of the party to whom notice is being given.

For Purchase of Document see Record Book 136 - 565 5-29-97

(b) No Waiver. No right or power of any party under this Agreement or any Collateral Document shall be deemed waived unless by a signed document expressly acknowledging such waiver. No delay or omission by any party to exercise any right or power under this Agreement or any Collateral Document shall be interpreted as a waiver of that right or power. The expressed waiver of a right or power in any one instance shall not constitute a waiver of that right or power in a later similar instance.

(c) Applicable Law. This Agreement and each Collateral Document is being made under and shall be interpreted in accordance with the laws of the State of Iowa.

(d) Entire Agreement. This two (2) page Agreement together with the Collateral Documents, constitutes the entire agreement between MLCC and the Borrower with respect the Loan and shall not be cancelled or amended except by a later document signed by both the MLCC and the Borrower.

SIGNED as of the day and year first written above.

Cathy Corcoran
CATHY CORCORAN, Witness

By: Clyde E. Bierma
Clyde E. Bierma

Leonard M. Flander
LEONARD M. FLANDER, Witness

MICHIGAN LIVESTOCK CREDIT CORPORATION

By: Marston R. McGwin
Marston R. McGwin, Vice President
Fax: (517) 337-5128

_____, Witness

_____, Witness

MRY-29-1996 16:01 FROM MLCC

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STATE OF IOWA)
)ss
COUNTY OF MADISON)

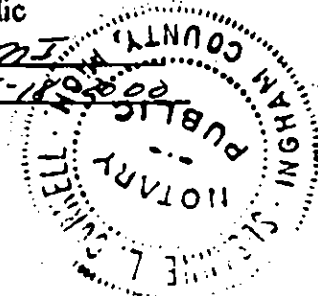
On this JUNE 5, 1996, before me appeared Clyde E. Bierma, and who executed the foregoing instrument on behalf of said entity.

Beth Flander
Beth Flander, Notary Public
Madison County,
My Commission Expires: April 7, 1999

STATE OF MICHIGAN)
)ss
COUNTY OF Ingham)

On this June 14, 1996, before me appeared Marston R. McGwin, Vice President of MICHIGAN LIVESTOCK CREDIT CORPORATION, and who executed the foregoing instrument on behalf of said entity.

Suzanne L. Couell
, Notary Public
Ingham, County MI
My Commission Expires: 5-18-2000



Instrument drafted by:
John Anton
MICHIGAN LIVESTOCK CREDIT CORPORATION
2651 Coolidge Road
East Lansing, Michigan 48823

When recorded return to:
John Anton
MICHIGAN LIVESTOCK CREDIT CORPORATION
2651 Coolidge Road
East Lansing, Michigan 48823

EXHIBIT A

The following described property located in Madison County, Iowa:

The East 75 feet of the South 330 feet of the Southwest Quarter (SW 1/4) of the Northeast Quarter (NE 1/4) of Section Fifteen (15) in Township Seventy-four (74) North, Range Twenty-eight (28) West of the 5th P.M., Madison County, Iowa. AND The Northwest Quarter (1/4) of the Southeast Quarter (1/4) of the Northeast Quarter (1/4), and the West 25 feet of the Southwest Quarter (1/4) of the Southeast Quarter (1/4) of the Northeast Quarter (1/4); all in Section Fifteen (15), Township Seventy-four (74) North, Range Twenty-eight (28) West of the 5th P.M., Madison County, Iowa.

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EXHIBIT B

The following described property located in Madison County, Iowa:

Parcel 1:

240 ac W 1/2 Section 24, Monroe Plat, Twp 74 N., Rg., 28 West of the 5th P.M.

Parcel 2:

80 ac. S 1/2 SE 1/4 Section 13, Monroe Plat, Twp 74 N., Rg., 28 West of the 5th P.M.

Parcel 3

80 ac. W 1/2 NE 1/4 Section 25, Monroe Plat, Twp 74 N., Rg., 28 West of the 5th P.M.

Parcel 4

40 ac. SW 1/4 SW 1/4 Sec 18, Walnut Plat, T 74 N. Rg. 27 W. of the 5th P.M.