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LISA SMITH, COUNTY RECORDER
MADISON IOWA

EASEMENT AGREEMENT
Recorder's Cover Sheet

Preparer Information:

Jerrold B. Oliver, PO BOX 230, Winterset, IA 50273]

Taxpayer Information:

✓ **Return Address**

Jerrold B. Oliver, PO BOX 230, Winterset, IA 50273

Grantors:

See Page 2

Grantees:

See Page 2

Legal Description: SEE PAGE 2

Document or instrument number if applicable:

EASEMENT AGREEMENT

This Agreement made and entered into by and between Kathleen Mitchell, Trustee of the Mitchell Trust created under the Trust Agreement dated January 2, 2004, hereinafter called "Grantor", and Ryan Burger, hereinafter called "Grantee".

NOW THEREFORE, it is agreed as follows:

1. **Grant of Easement.** Grantor hereby grants, conveys and transfers to Grantee a continuing easement to apply livestock waste on the real estate described on attached Exhibit A, all in accordance with the terms of this easement.
 2. **Grant of Right to Apply Manure and effluent.** Grantee, its agents, representatives, employees, independent contractors, successors and assigns shall have the right to enter onto the real estate described on attached Exhibit "A", for the purposes of applying livestock waste at a rate not in excess of those provided for by the 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 easement and up until the time of planting the following spring.
 4. **Spring Application.** If spring application is done, Grantee, its successors and assigns shall use reasonable efforts to apply the waste in spring in such a fashion as to avoid soil compaction in the event wet soil conditions are present.
 5. **Term of Agreement.** This Agreement shall remain in effect as long as Grantee is
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operating a hog confinement facility on real estate described on Exhibit "B" attached hereto. In the event that Grantee discontinues using the facility located on Exhibit "B" this easement shall terminate and expire.

6. Method of Application. Any manure and effluent spread onto the real estate described on the attached Exhibit "A", shall be applied in accordance with the following provisions

A. Any and all application of manure and effluent or other waste shall be done in a good and husbandlike manner, taking into account weather conditions, soil conditions and time of year, also as to reduce any odor that might emanate from such manure and effluent application.

B. The application of such manure and effluent and other waste shall be done in accordance with the other applicable statutes, rules and regulations relating to such acts and practices.

7. Notice. All notices under this Agreement shall be in writing and delivered personally or mailed, postage pre-paid, addressed to the parties at their last known address.

8. Cost of Application. Grantor shall pay all costs for applying the manure on its property, described on Exhibit "A", including charges and fees by custom applicators. If Grantee applies the waste, Grantor shall pay Grantee the costs for the application, which shall be based on the market rate in the industry for custom applicators. Grantor shall pay said cost in a timely manner.

9. This agreement shall be binding on the parties, their heirs, successors and assigns.

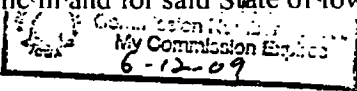
Dated this 9th day of FEBRUARY, 2009

Kathleen Mitchell, Trustee
Kathleen Mitchell, Trustee of the Mitchell
Trust created under the Trust Agreement
dated January 2, 2004

R. Burger
Ryan Burger

STATE OF IOWA, COUNTY OF POIK.

This instrument was acknowledged before me on this 9 day of February, 2009, by
Kathleen Mitchell, Trustee of the Mitchell Trust created under the Trust Agreement dated January 2,
2004.

Michael P. Halcyon
Notary Public in and for said State of Iowa


STATE OF IOWA, COUNTY OF Musson

This instrument was acknowledged before me on this 6 day of Feb, 2009, by
Ryan Burger.

Jerrold B. Oliver
Notary Public in and for said State of Iowa

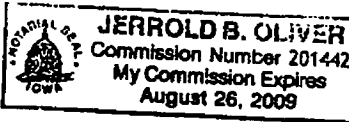
**JERROLD B. OLIVER**
Commission Number 201442
My Commission Expires
August 26, 2009

EXHIBIT "A"

The West Half ($\frac{1}{2}$) of the Southwest Quarter ($\frac{1}{4}$) of Section Twenty-seven (27), excepting therefrom a parcel described as beginning at the Southwest corner of the Southwest Quarter ($\frac{1}{4}$) and running thence East 568 feet, thence North 287 feet, thence West 568 feet, thence South 287 feet to the point of beginning, AND the West Half ($\frac{1}{2}$) of the East Half ($\frac{1}{2}$) of the Southwest Quarter ($\frac{1}{4}$) of Section Twenty-seven (27), AND EXCEPT Parcel "A" of the Northwest Quarter ($\frac{1}{4}$) of the Southwest Quarter ($\frac{1}{4}$) of Section Twenty-seven (27), Township Seventy-six (76) North, Range Twenty-nine (29) West of the 5th P.M., Madison County, Iowa, as shown in the Plat of Survey recorded in Book 2007, Page 4226 of the Recorder's Office of Madison County, Iowa,), All in Township Seventy-six (76) North, Range Twenty-nine (29) West of the 5th P.M., Madison County, Iowa

EXHIBIT "B"

Parcel "A" of the Northwest Quarter (NW¼) of the Southwest Quarter (SW¼) of Section Twenty-seven (27), Township Seventy-six (76) North, Range Twenty-nine (29) West of the 5th P.M., Madison County, Iowa, as shown in the Plat of Survey recorded in Book 2007, Page 4226 of the Recorder's Office of Madison County, Iowa
