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FILE NO. 600
RECORDING FEES 21.00
TRANSFER FEES _____

FILED FOR RECORD THE 11 DAY OF
September, 1998 AT 2:14 P.M.
IN Misc. BOOK 25 PAGE 172-5

STATE OF IOWA, WINNEBAGO COUNTY:
Jo Ann Bartleson, Recorder
By Donna Nelson, ~~Recorder~~ Clerk

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BOOK 25 PAGE 172-5

98 SEP 11 PM 2:14

DONNA NELSON
WINNEBAGO CO. RECORDER

Above Space is Reserved for Recording Information

Lease No. 1412303101
Exhibit G

DECLARATION OF COVENANTS, RESTRICTIONS AND EASEMENTS
(Facility Site)

This Declaration is made by Hawkeye Seven, Inc., an Iowa Corporation. ("Owner").

WHEREAS, Owner is the owner of a tract of land as described on Exhibit A attached hereto ("Facility Site");

WHEREAS, Owner desires that the Facility Site be available for use with a livestock facility during the next 20 years by a Facility Operator and that the Facility Site be benefited and burdened by the same land use restrictions, controls and benefits, regardless of who in the future is Facility Operator; and

WHEREAS, over time the Facility Operator may be the Owner, AgStar Farm Credit Services, ACA ("Association") or a person or entity who may be appointed by Association as a successor Facility Operator and whose identity is unknown at this time.

NOW, THEREFORE, in consideration of the premises, Owner hereby declares that the Facility Site is and hereafter shall be subject to the following covenants, conditions, restrictions and easements.

1.0 DEFINITIONS

- a. Facilities Lease. Personal property lease for removable livestock building and related equipment between Association and Lessee along with all Lease Supplements, Acceptance Certificates and related exhibits attached thereto and included therein.
- b. Facility. Removable livestock building and related equipment located on the Facility Site as more particularly described in the Facilities Lease.
- c. Facility Operator. That party identified as the Lessee in the Facilities Lease who has the right to operate and utilize the Facility Site and who has the rights in the Facility Site created in the easements or declarations or any substitute Facility Operator designated by the Association pursuant to the LOA.
- d. Facility Site. The real estate on which the Facility is located as described on Exhibit A attached hereto.
- e. LOA. Lease and Operating Agreement dated 9-10-98 between Owner, Facility Operator and Association granting a ground lease to Association and defining the rights granted to the Facility Operator in the Facility Site.

- 2.0 **EASEMENTS.** For a term of 20 years beginning on the date hereof, the Facility Site shall be subject to the following non-exclusive easements in, over, under and across the Facility Site:
- a. **Ingress/Egress.** Ingress and egress for any purpose relating to the operation of the Facility.
 - b. **Well.** Use of the well and water pipes utilized on the Facility Site.
 - c. **Utilities.** Utility lines to provide electricity to the Facility Site.
 - d. **Drainage.** Drainage of run off water and emergency discharge water according to applicable environmental law, rules or regulations.
 - e. **Lagoon and Manure Storage.** Use of the lagoon and manure storage areas located on the Facility Site for the operation of a livestock facility.

The above-described easements shall specifically benefit any and all future Facility Operators who may be appointed by the Association upon a default of the current Facility Operator under the Facilities Lease. Owner is acting in a different capacity than Facility Operator in declaring the above-described easements to a subsequent Facility Operator. It is Owner's intent that where Owner and Facility Operator are the same party, the rights, interests and responsibilities of the Facility Operator shall not merge with any greater interest held by Owner.

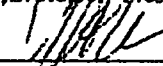
The above-described uses are more fully described in the LOA.

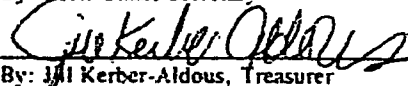
- 3.0 **USE AND RESTRICTIONS.** The Facility Site and Facility shall be used in accordance with any state or local laws, rules, regulations, ordinances or permits issued to the Facility Operator. The Facility Site shall be used in accordance with the terms of the LOA.
- 4.0 **TRANSFER OF RIGHTS.** At any time in the future, should a Facility Operator be named or appointed who is not the same as Owner, Owner expects such a transfer of rights to be reflected by a recorded document.
- 5.0 **LOA INCORPORATED BY REFERENCE.** An essential element of this Declaration is the terms and conditions of the LOA, which are incorporated into this Declaration.
- 6.0 **MISCELLANEOUS.** This Declaration is binding on the Facility Operator, its heirs, personal representatives, successors and assigns. This declaration and all easements granted hereunder shall constitute covenants running with the land and shall inure to the benefit of and be binding upon Owner and its respective successors and assigns who become Owner hereunder. This Declaration is not intended to supersede, modify, amend or change the provision of the LOA or any prior instrument affecting the Facility Site.

Dated: 9-10-98

OWNER:
Hawkeye Seven, Inc., an Iowa Corporation


By: John E. Kerber, President


By: Scott Unks, Secretary


By: Jill Kerber-Aldous, Treasurer

STATE OF Minnesota)
)
COUNTY OF Martin) ss.

The foregoing instrument was acknowledged before me on 9-10, 1988 by John E. Kerber, President; Scott Unke, Secretary; and Jill Kerber-Aldous, Treasurer, of Hawkeye Seven, Inc., an Iowa Corporation, on behalf of said corporation.

Dallas R. Schultze
Notary Public

DRAFTED BY:
AGSTAR FARM CREDIT SERVICES, ACA
105 South State St.
Fairmont, MN 56031

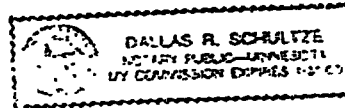


EXHIBIT A
FACILITY SITE DESCRIPTION

That part of the NE $\frac{1}{4}$ NW $\frac{1}{4}$, Sec. 35, T99N, R24W, Winnebago County, Iowa, described as follows: Commencing at the Northwest corner of said Sec. 35; thence on an assumed bearing of North 90 degrees 00 minutes East, along the North line of said section, a distance of 1566.07 feet to an iron monument, said iron monument being the point of beginning of the tract to be described; thence South 0 degrees 26 minutes 55 seconds East a distance of 825.00 feet to an iron monument; thence North 90 degrees 00 minutes East, a distance of 750.00 feet; thence North 0 degrees 26 minutes 55 seconds West, a distance of 825.00 feet to the North line of said section; thence South 90 degrees 00 minutes West, along said North line, a distance of 750.00 feet to the point of beginning.