

FILED FOR RECORD
RECORDED BK. 97-02081
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su Snyder
SOL. CLERK
EMMET COUNTY RECORDER
002081

Above Space is Reserved for Recording Information

Lease No. 1290669101
Exhibit G

DECLARATION OF COVENANTS, RESTRICTIONS AND EASEMENTS
(Facility Site)

This Declaration is made by **Hawkeye Four, 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 benefitted 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, Farm Credit Services of Southern Minnesota, 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 10-24-97 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.

7/01/97

See Entry #54

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.

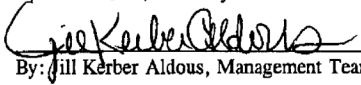
- 3.0 **USE AND RESTRICTIONS.** The Facility Site and Facility shall be used in accordance with any state or local laws, rules, regulations, ordinances or permits issued to the Facility Operator. The Facility Site shall be used in accordance with the terms of the LOA.
- 4.0 **TRANSFER OF RIGHTS.** At 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: 10-24-97

OWNER:
Hawkeye Food, Inc., an Iowa Corporation


By: John Kerber, President


By: Scott Urke, Secretary


By: Jill Kerber Aldous, Management Team Member

STATE OF Minnesota)
)
COUNTY OF Martin) ss.

The foregoing instrument was acknowledged before me on 10-24, 1997 by John Kerber, President; Scott Unke, Secretary; and Jill Kerber Aldous, Management Team Member of Hawkeye Four, Inc., an Iowa Corporation, on behalf of said corporation.

Dallas R. Schultze
Notary Public

DRAFTED BY:
FARM CREDIT SERVICES
Hwy 169 S, P.O. Box 3189
Mankato, MN 56002-3189

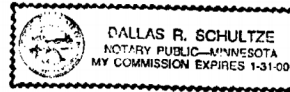


EXHIBIT A
FACILITY SITE DESCRIPTION

That part of the SW $\frac{1}{4}$ NW $\frac{1}{4}$, Sec. 12, T99N, R32W, Emmet County, Iowa, described as follows: Commencing at the Northwest corner of said Sec. 12; thence on an assumed bearing of South 0 degrees 00 minutes West, along the West line of said section, a distance of 1383.00 feet to an iron monument, said iron monument being the point of beginning of the tract to be described; thence North 90 degrees 00 minutes East, a distance of 770.00 feet to an iron monument; thence South 0 degrees 00 minutes West, a distance of 830.00 feet to an iron monument; thence South 90 degrees 00 minutes West, a distance of 770.00 feet to an iron monument located on the West line of said section; thence North 0 degrees 00 minutes East, along said West line, a distance of 830.00 feet to the point of beginning.

Subject to existing highways, easements and rights of way of record.