

FILED FOR RECORD
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1997 DEC 23 AM 9:51
Bill Sapp
SHELBY COUNTY RECORDER
002432

This Area Reserved for Recording Information
MANURE EASEMENT AGREEMENT

THIS AGREEMENT is made on Oct. 27, 1997, by and between Neppel Farms, Inc., an Iowa Corporation (hereinafter "Grantor") and Hawkeye Four, Inc., an Iowa Corporation (hereinafter "Grantee").

WHEREAS, Grantor is the fee owner of real estate legally described as follows ("Property"):

[See Exhibit A]

WHEREAS, Grantee is the fee owner of real estate legally described as follows ("Facility Site"):

[See Exhibit B]

WHEREAS, Grantee desires to enter into an agreement with Grantor to haul and apply over the Property manure and other livestock bio-solids generated by the livestock facilities located on the Facility Site.

WHEREAS, Grantor will receive the benefit of reduced costs and expenses with regard to fertilizer application on account of such manure application and other related benefits.

WHEREAS, Grantor and Grantee have had mutual discussions with regard to entering into such an agreement and wish to reduce the agreement to writing.

NOW, THEREFORE, in consideration of the premises and under the mutual covenants, promises and conditions set forth herein, Grantor and Grantee hereby agree as follows:

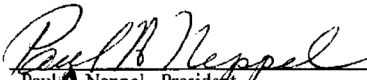
1. Easement to Apply Livestock Bio-solids. Grantor hereby grants to Grantee an easement over the Property for purposes of hauling and applying manure and other livestock bio-solids generated by the livestock facilities located on the Facility Site.
2. Term of Agreement. This Agreement and the easements connected herewith shall become effective on the date first above written and shall remain in effect for a period of 20 years unless terminated earlier by mutual agreement between the parties.
3. Application of Manure and Other Livestock bio-solids. The parties hereto agree that Grantee shall be solely responsible for application of the manure and/or other livestock bio-solids to the real estate, and Grantee covenants and agrees that:
 - a. Any and all application of manure or other livestock bio-solids shall be done in a good and husbandlike manner, taking into account weather conditions, soil conditions and time of year, all so as to reduce any odor that might emanate from such manure application.

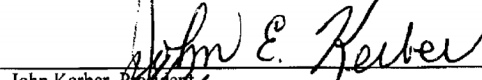
- b. That the application of such manure and other livestock bio-solids shall be done in conformance with state rules and local county zoning ordinances and in accordance with all other applicable permits, statutes, rules and regulations relating to such acts and practices.
 - c. At all times during the term of this agreement, Grantee agrees that, so far as reasonably practicable, it shall honor all requests and directions made by Grantor with respect to the timing, location and manner of any manure or other waste application to the soil, and such application shall in no event be done in any way that would interfere with any other right to use, possession and quiet enjoyment of the premises currently owned by Grantor.
 - d. Grantee agrees that it is responsible for any claims, causes of action, demands or damages arising from or on account of its manure application and agrees to fully indemnify and hold harmless Grantor of and from all such claims.
 - e. The parties agree the benefits between them described herein constitute reasonably equivalent consideration.
4. Successors and Assigns. This Agreement shall inure to the benefit of and be binding upon the heirs, successors and assigns of the parties hereto. It is understood by the parties that rights of the Grantee under the terms of this Agreement are fully assignable without the consent of Grantor.
5. Execution of Documents. All parties agree to execute any and all additional documents that may be necessary to implement the full terms and conditions of this Agreement, including, but not limited to, any additional state or county permit forms that may be required.
6. Default. In the event of default, either party may terminate this Agreement upon 30 days' written notice to the other. In addition, either party shall have all rights and remedies that may exist at law or in equity, including a right to seek specific performance and the right to recover damages for a default of this Agreement.
7. Entire Agreement. The foregoing constitutes the entire agreement between the parties.
8. Severability. If one provision of this Agreement is held invalid, that shall not affect any other provision of this Agreement.

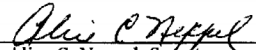
IN WITNESS WHEREOF, this Agreement has been executed on the day and year first above written.

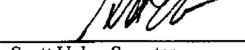
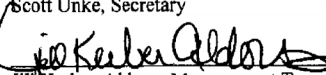
GRANTOR : Neppel Farms, Inc., an Iowa Corporation

GRANTEE Hawkeye Four, Inc., an Iowa Corporation


Paul A. Neppel, President


John Kerber, President


Alice C. Neppel, Secretary


Scott Unke, Secretary

Jill Kerber-Aldous, Management Team Member

STATE OF ~~MINNESOTA~~

)

(Grantor)

COUNTY OF _____

) SS.

On _____, 19____, before me personally appeared Paul A. Neppel, President and Alice C. Neppel, Secretary, acting on behalf of Neppel Farms, Inc., an Iowa Corporation, to me known to be the persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

Notary Public

STATE OF ^{Iowa} ~~MINNESOTA~~

)

(Grantee)

COUNTY OF Palo Alto

) SS.

On Dec. 17, 1992, before me personally appeared John Kerber, President, Scott Unke, Secretary, and Jill Kerber-Aldous, Team Member, acting on behalf of Hawkeye Four, Inc., an Iowa Corporation, to me known to be the persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

Notary Public

FOR THE LEGAL EFFECT OF THE USE
OF THIS FORM, CONSULT YOUR LAWYER

STATE OF IOWA, DICKINSON COUNTY, SS: _____

On this 27th day of Oct, A.D. 1997, before me, the undersigned, a Notary

Public in and for the State of Iowa, personally appeared PAUL A. NEPPEL

and ALICE C. NEPPEL, to me personally known, who being by me duly sworn, did

say that they are the President and Secretary respectively, of the corporation executing the within and foregoing instrument to which this is attached, that (no seal has been procured by the) ~~(the seal affixed thereto is the seal of the)~~ corporation; that the instrument was

signed (and sealed) on behalf of the corporation by authority of its Board of Directors; and that

Paul A. Neppel and Alice C. Neppel as officers acknowledged the execution of the foregoing instrument to the voluntary act and deed of the corporation, by them voluntarily executed.



IOWA STATE BAR ASSOCIATION
Official Form No. 172
Revised February, 1989
This Printing January, 1990

Acknowledgment: For use in case of corporations

(Section 558.39 and 558.39, Code of Iowa)

**EXHIBIT A
LEGAL DESCRIPTION**

East 3/4 of the SE one-fourth (1/4) of Section 2, Township 99 North Range 32 West of the 5th P.M., Emmet County, Iowa

AND ALSO:

The North Half (N1/2) and the Southwest Quarter (W1/4) of Section Eleven (11), Township Ninety-nine (99) North, Range Thirty-two (32), West of the 5th P.M., Emmet County, Iowa

AND ALSO:

The West Fractional One-Half (Wfr1/2) of Section Twelve (12), Township Ninety-nine (99) North, Range Thirty-two (32), West of the 5th P.M., Emmet County, Iowa, EXCEPT the following:

A tract of land in the Southeast Quarter of the Southwest Quarter of Section 12, Township 99 North, Range 32 West of the 5th P.M., Emmet County Iowa, described as follows:

Beginning at the south quarter corner of Section 12-99-32; thence North 90 degrees 00.0 minutes W (assumed bearing) along the south line of the Southwest Quarter of said Section 12 815.67 feet; thence North 0 degrees 00.0 minutes East 536.00 feet; thence South 90 degrees 00.0 minutes East 809.71 feet to the easterly line of said Southwest Quarter of Section 12; thence South 0 degrees 38.2 minutes East along said easterly line of Southwest Quarter of Section 12 a distance of 536.03 feet to the point of beginning, containing 10.00 acres, subject to existing public highway right of way easements of record.

**EXHIBIT B
LEGAL DESCRIPTION**

That part of the SW1/4NW1/4, Sec. 12, Twp. 99N, Rge. 32W, Emmet County, Iowa, described as follows: Commencing at the NW 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 00 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 degree 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. The above-described premises contain 14.667 acres, more or less.