



Document 2008 1886

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Susan Ruppert, Deputy
BONNIE WHITNEY, COUNTY RECORDER
PALO ALTO COUNTY IOWA

Prepared By and Return to:
Terry Blaschko (507-344-5036)
AgStar Financial Services
PO Box 4249, Mankato MN 56002-4249

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MANURE EASEMENT AGREEMENT

THIS AGREEMENT is made on 12/5, 2007, by and between Kerber Milling Co, An Iowa Corporation (hereinafter "Grantor") and Richard Anderson, a married man (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:

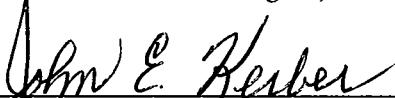
1. Easement to Apply Livestock Bio-solids. Grantor hereby grants to Grantee an easement over the Property for purposes of hauling and applying manure and other livestock bio-solids generated by the livestock facilities located on the Facility Site.
2. Term of Agreement. This Agreement and the easements connected herewith shall become effective on the date first written above and unless terminated earlier by mutual written agreement between the parties, shall remain in effect for a period not to exceed twenty years.
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.

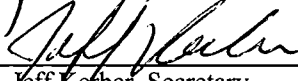
IN WITNESS WHEREOF, this Agreement has been executed on the day and year first above written.

GRANTOR : Kerber Milling Co, an Iowa Corporation

GRANTEE


By: John Kerber, President


Richard Anderson


By: Jeff Kerber, Secretary


By: Jill K Kerber-Aldous, Member

STATE OF Iowa)
) ss.
COUNTY OF Palo Alto)

The foregoing was acknowledged before me on 12/5/07 by John Kerber, Jeff Kerber, and Jill D Kerber-Aldous, the President, Secretary, and Member, respectively of Kerber Milling Co, an Iowa Corporation, on behalf of said corporation.

Gregory J Eglund

My Commission expires 4/30/08.

(Type name under signature)

Notary Public in and for said County and State



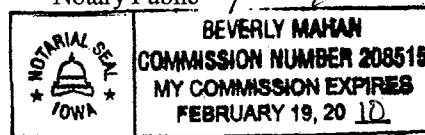
STATE OF Iowa)
) ss.
COUNTY OF Palo Alto)

(Grantee)

On 12-5-07, before me personally appeared Richard Anderson, a married man 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.

Beverly Mahan

Notary Public



DRAFTED BY:
John Kerber
1901 Main St
Emmetsburg, Iowa 50536-0096

Exhibits to:

Manure Easement Agreement dated 12/5/07.

Exhibit A:

SE 1/4, Section 14 and the W 1/2 of the SW 1/4 of Section 13, T97N, R32W, Vernon Plat, Palo Alto County, Iowa.

Exhibit B:

That part of the Southeast Quarter of the Southeast Quarter of Section 14, Township 97 North, Range 32, West of the 5th P.M., Palo Alto County, Iowa, described as follows: Commencing at the Southeast corner of said Section 14; thence on an assumed bearing of North 0 degrees 00 minutes East, along the East Line of said Section, a distance of 412.00 feet to an iron monument, said iron monument being the point of beginning of the tract to be described; thence South 90 degrees 00 minutes West a distance of 326.80 feet to an iron monument; thence North 0 degrees 00 minutes East a distance of 400.00 feet to an iron monument; thence North 90 degrees 00 minutes East a distance of 326.80 feet to an iron monument located on the East line of said Section; thence South 0 degrees 00 minutes West, along said East line, a distance of 400.00 feet to the point of beginning, containing 3.00 acres, subject to easement now of record in said county and state.