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Date 11/12/2008 Time 3:21 PM

Rec Amt \$17.00

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

NUTRIENT EASEMENT

THIS EASEMENT ("Easement") is made between

S.J. Brown & Farm, Inc. ("Landlord"), whose address for the purpose of
this Easement is P.O. Box 484, Emmetsburg, IA 50536
and Kerber Milling Co. ("Nutrient Owner") whose address for the purpose
of this Easement is P.O. Box 96 Emmetsburg, IA 50536

THE PARTIES AGREE AS FOLLOWS:

1. PREMISES. Landlord grants to Nutrient Owner an easement for the application of nutrients on the following real estate situated in Palo Alto County, Iowa (the "Real Estate"):

N ½ of the N ½ & SE ¼ of the NE ¼ & E ½ of SE ¼ of Sec 8, Nevada Township, Palo Alto County

and containing 230 acres, more or less. Actual acres and rate of application upon acres included in this tract will be identified in the current nutrient management plan

2. PURPOSE AND USE. This easement is for the sole purpose of manure management and disposal of animal manure. Nutrient Owner shall be allowed to spread and dispose of animal manure on property owned by Landlord above described at such regular intervals as is necessary for Nutrient Owner. Disposal and distribution of animal manure, however, shall not interfere with the productivity, growing and harvesting of crops on the above described premises. Nutrient Owner further agrees to comply with all environmental laws in the disposal of such animal manure both, state and federal. Nutrient Owner further agrees to prevent all nuisances that may be created by such disposal and handling of animal manure.

3. TERM OF EASEMENT. The term shall commence on 12th day of February, 2008. The term shall be for a period of one (1) year. The Easement shall automatically renew upon expiration from year-to-year, upon the same terms and conditions unless either party gives due and timely written notice to the other of an election not to renew this Easement.

4. VIOLATION OF TERMS OF EASEMENT. If Tenant or Landlord violates the terms of this Easement, the other shall have the right to pursue the legal and equitable remedies to which it is entitled.

5. ASSIGNMENT. This Easement may be assigned by either party or by its legal representatives, successors in interest or assigns.

6. ATTORNEY FEES AND COURT COSTS. If either party files suit to enforce any of the terms of this Easement, the prevailing party shall be entitled to recover court costs and reasonable attorneys' fees.

7. CHANGE IN EASEMENT TERMS. The conduct of either party, by act or omission, shall not be construed as a material alteration of this Easement until such provision is reduced to writing and executed by both parties as addendum to this .

8. CONSTRUCTION. Words and phrases herein, including the acknowledgment, are construed as in the singular or plural and as the appropriate gender, according to the context.

9. NOTICES. The notices contemplated in this Easement shall be made in writing and shall either be delivered in person, or be mailed in the U.S. mail, registered mail, return receipt requested, to the recipient's last known mailing address.

10. SUCCESSORS and ASSIGNS bound; NUMBER; GENDER; AGENTS; CAPTIONS. The rights, covenants and agreements contained herein shall be binding upon and inure to the benefit of the respective legal representatives, successors and assigns of the parties. Words and phrases contained herein, including acknowledgment hereof, shall be construed as in the singular or plural number, and as masculine, feminine or neuter gender according to the contexts. The captions and headings of the paragraphs of this Agreement are for convenience only and are not to be used to interpret or define the provisions hereof.

11. GOVERNING LAW. This Agreement shall be governed by and construed in accordance with the laws of the State of Iowa.

12. ADDITIONAL PROVISIONS.

DATED:

2/14/08

NUTRIENT OWNER

Kerber Milling Co.

Kerber Milling Co. by
Jeff Kerber

LANDLORD:

S.J. Browne & Sons, Inc
By G. Browne

STATE OF IOWA)
) SS:
COUNTY OF PALO ALTO)

On this 12 day of November, 2008, before me, the undersigned,
a Notary Public in and for said County and said State, personally appeared
Craig Brownlee, to me known to be the identical persons named in and
who executed the foregoing Lease and acknowledged that they executed the same as their
voluntary act and deed.

Keith E. Johnson

Notary Public in and for said County and State

Oct 10, 2009

STATE OF IOWA)
) SS:
COUNTY OF PALO ALTO)

On this 12 day of November, 2008, before me, a Notary Public,
personally appeared Jeff Kerba to me known to be the person named in and who
executed the foregoing instrument, who did say that he is the manager of
Kerba Milling Co.; that the instrument was signed on behalf of the limited liability
company by authority of its members and the manager acknowledged the execution of the
instrument to be voluntary act and deed of the limited liability company by it and by him
voluntarily executed.

Keith E. Johnson

Notary Public in and for said County and State

Oct 10, 2009