

No. 32 continued:

NOW, THEREFORE, in consideration of the mutual benefits to be derived from the lease, the undersigned, holders of an interest in the Facility Site, do hereby agree as follows:

1. The Facilities shall remain severed from the Facility Site.
2. Even if attached to the Facility Site, the Facilities shall retain their personal character, shall be removable from the Facility Site, shall be treated as personal property with respect to the rights of the parties, and shall not become a part of the Facility Site.
3. The Facilities shall not be subject to the lien of any secured transaction or instrument executed by Lessee heretofore or hereafter arising against the Facilities or Facility Site.
4. The Facilities may remain upon the Facility Site in their present or future location without charge for as long as Lessor continues to own the Facilities.
5. Lessor or its agents may have unlimited access to the Facility Site for the purpose of inspection the Facilities or removing the Facilities in the even of Lessee's default or failure to exercise the purchase option upon termination of the lease.

Executed for Hawkeye Nine, Inc., an Iowa Corporation by "John E. Kerber", President and "Scott Unke", Secretary and "Jill Kerber-Aldous", Treasurer.
No corporate seal shown.

***** 33 *****

Hawkeye Nine, Inc., an Iowa Corporation
to
The Public

(DECLARATION OF
(COVENANTS,
(RESTRICTIONS AND
(EASEMENTS (Facility Site)
(-----
(Dated Oct 22, 1998
(Filed Oct 27, 1998
(Misc. Book 25, page 668
(-----

This Declaration is made by Hawkeye Nine, 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, 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.

(continued on next page)

No. 33 continued:

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 October 22, 1998 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 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 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.

(continued on next page)

No. 33 continued:

- 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 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.

Executed for Hawkeye Nine, Inc., an Iowa Corporation by "John E. Kerber", President and "Scott UNKE", Secretary and "Jill Kerber-Aldous", Treasurer.

No seal affixed.

Note: Attached Exhibit A - Facility Site Description

That part of the SW ¼ SE ¼, Sec. 35, T95N, R33W, Palo Alto County, Iowa, described as follows: Beginning at the South Quarter corner of said Sec. 35; thence on an assumed bearing of North 90 degrees 00 minutes East, along the South line of said section, a distance of 880.00 feet to an iron monument; thence North 0 degrees 09 minutes 39 seconds West, a distance of 811.00 feet to an iron monument; thence South 90 degrees 00 minutes West, a distance of 880.00 feet to an iron monument located on the North-South Quarter line of said section; thence South 0 degrees 09 minutes 39 seconds East, along said North-South Quarter line, a distance of 811.00 feet to the point of beginning.

***** 34 *****

Brayton Northern Inc.	(MANURE EASEMENT (AGREEMENT (-----
to	(Dated March 24, 1998 (Filed Nov 19, 1998 (Misc. Book 25, page 722 (-----
Hawkeye Nine Inc.	

THIS AGREEMENT is made on March 24, 1998, by and between Brayton Northern Inc.(hereinafter "Grantor") and Hawkeye Nine, Inc. (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)

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