

I
C FILE NO. 1981
M RECORDING FEES 31.00
S TRANSFER FEES _____

FILED FOR RECORD THE 6 DAY OF STATE OF IOWA, WINNEBAGO COUNTY:
April 1998 AT 11:55 A.M. JoAnn Bartleson Recorder
IN Misc BOOK 25 PAGE 39-41 By Donna Nelson Deputy Clerk

FILED
APR 25 1998
WINNEBAGO COUNTY

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98 APR -6 AM 11:55

This Area Reserved for Recording Information JOANN BARTLESON
WINNEBAGO CO. RECORDER

MANURE EASEMENT AGREEMENT

THIS AGREEMENT is made on Apr. 1, 1998, by and between Monroe D. Branstad and Lanette F. Branstad, Husband and Wife (hereinafter "Grantor") and Hawkeye Seven, 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]

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. For the first two years, Grantee shall apply manure and other livestock bio-solids to the first four (4) sites of Grantor as set out above (but not the last site identified as the North Half (N 1/2) and

the West Half (W 1/2) of the Southwest Quarter (SW 1/4) of Section Thirty-three (33), Township Ninety-nine (99) North, Range Twenty-three (23) West of the 5th P.M., Minnebago County, Iowa). The two (2) years will include the Spring and Fall spreading through the calendar year 2000.

Thereafter it is the intention of the Grantee to sell the manure and other livestock bio-solids generated by the livestock facility to the Grantor and the parties will make every reasonable effort to come to an agreement for the sale and purchase of the manure on an annual basis following the year, 2000.

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. Grantor agrees that it is responsible for any claims, causes of action, demands or damages arising from or as a result of its manufacture 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 the Agreement, including, but not limited to, any additional state or county permit forms that may be required.


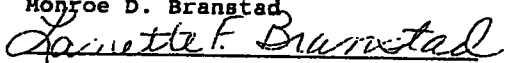
6. Default. In the event of default, either party may terminate this Agreement upon 30 days written notice to the other. In addition, either party shall have all rights and remedies that may exist at law or in equity, including a right to seek specific performance and the right to recover damages for 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 the Agreement.

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

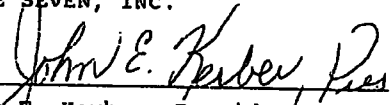
GRANTOR:


Monroe D. Branstad

Lanette F. Branstad

GRANTEE:

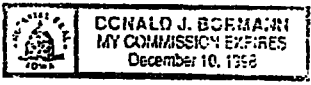
HAWKEYE SEVEN, INC.

BY:


John E. Kerber, President

STATE OF IOWA)
) :SS. (Grantor)
COUNTY OF Winnebago)

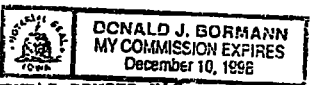
on Apr. 1, 1998, before me personally appeared Monroe D. Branstad and Janette F. Branstad, Husband and Wife, to me known to be the persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.



Donald J. Bormann
Notary Public

STATE OF IOWA)
) :SS.
COUNTY OF Winnebago)

on Apr. 1, 1998, before me personally appeared John E. Kerber, to me personally known, who being by me duly sworn, did say that he is the President of said corporation; that no seal has been procured by the same corporation and that said instrument was signed on behalf of said corporation by authority of its Board of Directors; and that the said John E. Kerber as such officer, acknowledged the execution of said instrument to be the voluntary act and deed of said corporation, by it and by him voluntarily executed.



Donald J. Bormann
Notary Public

C:\WP61\HAWKEYE\7-BRST.D.EAS

EXHIBIT 'A'

Northwest Quarter (NW 1/4) of Section Thirty-five (35), Township Ninety-nine (99) North, Range Twenty-four (24) West of the 5th P.M., Winnebago County, excepting therefrom a parcel of ground 925 feet east and west and 825 feet north and south located in the Northeast corner of the Northwest Quarter (NW 1/4) of Section Thirty-five (35), Township Ninety-nine (99) North, Range Twenty-four (24) West of the 5th P.M., Winnebago County, Iowa,

and

The South Half (S 1/2) of the Northeast Quarter (NE 1/4) and the East Half (E 1/2) of the South Half (S 1/2) of the Northwest Quarter (NW 1/4) all in Section Three (3), Township Ninety-eight (98) North, Range Twenty-four (24) West of the 5th P.M. in Winnebago County, Iowa,

and

The Southwest Quarter (SW 1/4) and the East Half (E 1/2) of the Northwest Quarter (NW 1/4) of Section Eleven (11), Township Ninety-eight (98) North, Range Twenty-four (24) West of the 5th P.M. in Winnebago County, Iowa,

and

The Northeast Quarter (NE 1/4) and the South Half (S 1/2) of the Southeast Quarter (SE 1/4) of Section Ten (10), Township Ninety-eight (98) North, Range Twenty-four (24) West of the 5th P.M., Winnebago County, Iowa,

and

The North Half (N 1/2) and the West Half (W 1/2) of the Southwest Quarter (SW 1/4) of Section Thirty-three (33), Township Ninety-nine (99) North, Range Twenty-three (23) West of the 5th P.M. in Winnebago County, Iowa.

EXHIBIT 'B' ~ FACILITY SITE

A parcel of ground 925 feet east and west and 825 feet north and south located in the Northeast corner of the Northwest Quarter (NW 1/4) of Section Thirty-five (35), Township Ninety-nine (99) North, Range Twenty-four (24) West of the 5th P.M. in Winnebago County, Iowa.