Book 2006 Page 1554

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DEBORAH L. PEYTON, RECORDER/REGISTRA
DELAWARE COUNTY IOWA

Recorder's Cover Sheet

Preparer Information: (Name, address and phone number)

WB Farms, Linda Brandel
764 Kennedy Ct., Dubuque, IA 52001 563-590-2057

Taxpayer Information: (Name and complete address)

Matthew Nieman 1861 110th Ave ~~Manchester~~ Masonville, IA 50654

Return Document To: (Name and complete address)

Carr & Carr Attorneys, PO Box 333, Manchester, Iowa 52057

Grantors:
Matt Nieman

Grantees:
WB Farms

Legal description: See Page 2

Document or instrument number of previously recorded documents:

MANURE APPLICATION AGREEMENT

This Manure Application Agreement is entered into this 7 day of March, 2006, by and between Matt Nieman, (Grantors) and LOB Farms, (Grantees)

Whereas, Grantees own and operate a swine facility located in Delaware County, Iowa on real estate legally described as follows:

Delaware County, Township Coffins Grove
T-89-N R-6-W Section 17 SW1/4

Whereas, Grantors control certain real property through ownership or lease, and Grantors desire to apply or allow application of manure to the land pursuant to the terms and conditions herein contained;

THEREFORE, the parties agree to the following;

1. Easement. Grantors hereby grant to Grantees an easement to apply manure to land listed in such amounts and times as provided in this Agreement.
2. Timing of Manure Application. Grantors agree that Grantee may apply manure on Grantor's land at such time and frequency as is reasonably necessary to assure that the manure holding facility will never rise above levels prescribed by the Iowa Department of Natural Resources (IDNR). Grantees warrant that, in the event that Grantors raise row crops on Grantor's land, Grantees will never apply manure on Grantor's land during the period commencing with planting and ending at harvest, unless proper equipment is available to apply manure in growing crops and both Grantors and Grantees agree upon such application. In the event Grantors raise crops other than row crops on Grantor's land, Grantees warrant that Grantees shall not apply manure to Grantor's land during major growing season for such crop. Grantees shall notify Grantors not less than seven (7) days prior to the date on which Grantees intend to apply manure. Grantors further agree that if during the period of this Agreement it is determined by a third party independent source (e.g. ISU Extension) that a build up of nutrients or trace elements has occurred which has become significantly detrimental to crop production, Grantees will discontinue the spreading of manure until these levels have been reduced. However, such determination will not result in a termination of this agreement.
3. Quality of Manure. All application of manure from Grantee's facility shall be in accordance with the IDNR's regulation regarding application of animal waste

and will not exceed amounts outlined in the manure management plan submitted to IDNR for Grantee's swine operation.

4. Binding effect. This Agreement shall be inure to the benefit of and be binding upon the parties here to, their respective successors, assigns and personal representatives. The easement provided herein for the right to apply manure to the Grantor's land shall run with the land and bind all future titleholders to Grantor's land, except that land that is controlled through a rental agreement. The easement for rented land will terminate with the termination by the titleholder of said leased land.

5. Term and Termination. This Agreement shall continue in full force and effect until December 31, 2020, or until such time as the swine facilities located on Grantee's land, including any additions or modifications thereto, are no longer used for swine production whichever comes first. This Agreement may not be otherwise terminated except by written agreement, signed by the parties hereto shall be such party's sole responsibility.

6. Limitation of Liability. The parties hereto agree that no agent or employee of one party is an agent or employee of the other, and that any liability arising from the actions or negligence of an agent or employee of a party hereto shall be such party's sole responsibility.

7. Waiver. The failure of any party hereto to insist in any one or more instances upon performance of any term or condition of the Agreement shall not be construed as a waiver of future performance of any such term, covenant of condition, but the obligation of such party with respect thereto shall continue in full force and effect.

This Agreement has been executed as of the date written above.

Grantors:

Mark Linn

Grantees:

WB Farms

By Linda Brandel

STATE OF IOWA, COUNTY OF ~~BUCHANAN,~~ Delaware ss:

On this 8th day of March, 200~~5~~6, before me, the undersigned, a Notary Public in and for said State, personally appeared,

Matt Nieman,

to me known to be the identical persons named in and who executed the foregoing instrument and acknowledged that they executed the same as their voluntary act and deed.

JOANN HEFFERNAN
Notarial Seal - Iowa
Commission # 221059
My Commission Expires 2-19-08

JoAnn Heffernan
Notary Public in and for the Sate of Iowa

STATE OF IOWA, COUNT OF BUCHANAN, ss:

On this 7th day of March, 200~~5~~6 before me, the undersigned, a Notary Public in and for said State, personally appeared, Linda Brandel / WB Farms Inc, to me known to be the identical persons named in and who executed the foregoing instrument and acknowledged that they executed the same as their voluntary act deed.

DEBORA L. WEIS
Commission Number 111165
My Commission Expires
2-22-09

Debora L. Weis
Notary Public in and for the State of Iowa