Book 2007 Page 3293
Document 2007 3293 Type 03 006 Pages 4
Date 10/09/2007 Time 9:26:51AM
Rec Amt $22.00

DEBORAH L PEYTON, RECORDER/REGISTRAR
DELAWARE COUNTY IOWA

Prepared by: Todd J. Locher, Locher & Locher, 202 2nd Avenue NW, Box 7, Farley, IA 52046 (563) 744-3359
ENV. ⊗Return document to: Todd J. Locher, Locher & Locher, 202 2nd Avenue NW, Box 7, Farley, IA 52046
Address Tax Statement: Phillip Recker, 2570 300th Avenue, Hopkinton, IA 52237
Legal Description on Pages 3 and 4

MANURE EASEMENT

This Manure Easement is made between Phillip J. Recker and Virginia M. Recker, husband and wife, First Party, whose address is 30498 Olde Hawkeye Road, Dyersville, Iowa and Nicholas J. Knepper and Emily A. Knepper, husband and wife, whose address is 403 Southlake Drive, Farley, Iowa, Second Party, owners of the property described on the attached schedule.

The parties agree as follows:

1. First Party agrees to grant the Second Party the right to dispose of manure and disposable animal waste over the First Party's property legally described on the attached Schedule B. Second Party shall have the right, but not the obligation, to spread and dispose of animal manure on the property owned by First Party described on attached Schedule B at such regular intervals as necessary for the Second Party to meet government regulations regarding manure disposal. Disposal and distribution of manure, however, shall not interfere with the productivity, growing and harvesting of crops on the property described on the attached Schedule B. First Party is not responsible for any of the cost of application or transportation. The First Party, however, may offer to self-apply, or hire application at the First Party's expense, to ensure that manure will be available for their use. Second Party further agrees to comply with all state and federal regulations and to dispose of manure in a reasonable manner.

2. **Term of Easement.** This easement shall commence January 1, 2008 and shall extend to December 31, 2030.

3. This manure easement shall enure to the benefit of the owners of the real property described on the attached Schedule A and Schedule B and shall run with the land, being binding on all heirs, executors, successors or assigns of First Party and Second Party.

4. If the First Party or Second Party violates the terms of this manure easement, the other party shall have the right to consider any and all legal or equitable remedies to which they are entitled.

5. Second Party shall also have bedding rights to all stalks remaining on the

property described in attached Schedule B during the term of this easement agreement, including the right to remove all stalks from the property described on the attached Schedule B for use on the property on Schedule A only.

Dated this 1 day of Oct, 2007.

FIRST PARTY:

Phillip J. Recker

Virginia M. Recker

SECOND PARTY:

Nicholas J. Knepper

Emily A. Knepper

STATE OF IOWA)
) ss:
DUBUQUE COUNTY)

On this 1 day of Oct, 2007, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Phillip J. Recker and Virginia M. Recker, husband and wife, to me known to be the persons named in and who executed the foregoing instrument, and acknowledged that they executed the same as their voluntary act and deed.

NOTARIAL SEAL IOWA
STEVEN J. WILLENBRING
Commission Number 197598
My Comm. Exp. 7-28-10

Notary Public

STATE OF IOWA)
) ss:
DUBUQUE COUNTY)

On this 1 day of Oct, 2007, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Nicholas J. Knepper and Emily A. Knepper, husband and wife, to me known to be the persons named in and who executed the foregoing instrument, and acknowledged that they executed the same as their voluntary act and deed.

NOTARIAL SEAL IOWA
STEVEN J. WILLENBRING
Commission Number 197598
My Comm. Exp. 7-28-10

Notary Public

Schedule A

Legal Description

Parcel 'A' In Part Of The Southwest Quarter of Section 21, Township 88 North, Range 3 West Of The 5th P.M., Delaware County, Iowa, according to plat recorded in Book 2007, Page 2918

Schedule B

Legal Description

PARCEL 1:

The West 1122.0 feet of the Southwest Quarter of the Southeast Quarter, and the South one-half of the Northwest Quarter of the Southeast Quarter of Section 21, Township 88 North, Range 3, West of the 5th P.M., and Lot 2 of the Plat of the Southeast Quarter of the Northeast Quarter and Part of the Northeast Quarter of the Southeast Quarter, all in Section 21, Township 88 North, Range 3 West of 5th P.M., Delaware County, Iowa, according to the plat recorded in Book 4 Plats, Page 141.

PARCEL 2:

The Southwest Quarter and the Southwest Quarter of the Northwest Quarter of Section 21, Township 88 North, Range 3 West of the 5th P.M.,

LESS Parcel 'A' In Part Of The Southwest Quarter of Section 21, Township 88 North, Range 3 West Of The 5th P.M., Delaware County, Iowa, according to plat recorded in Book 2007, Page 2918