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DEBORAH L PEYTON, RECORDER/REGISTRAR
DELAWARE COUNTY IOWA

Legal Description on Page 3 & 4

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AMENDED MANURE EASEMENT

This Amended 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. This Amended Manure Easement supercedes and replaces in its entirety the original Manure Easement between the parties dated October 1, 2007 and filed in Book 2007, Page 3293 of the records of Delaware County, Iowa, recorder.

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. To the extent the Second Party removes stalks from the First Party's property, the Second Party shall return the manure related to the bedding stalks to the First Party's property where the stalks were removed.

Dated this 26th day of July, 2013.

FIRST PARTY:

Phillip J. Recker

Virginia M. Recker

SECOND PARTY:

Nicholas J. Knepper

Emily A. Knepper

STATE OF IOWA)
) ss:
DUBUQUE COUNTY)

On this 26th day of July, 2013, 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.

GEORGE A. DAVIS
Iowa Notarial Seal
Commission Number: 199715
My Commission Expires: 12/17/13

Notary Public

STATE OF IOWA)
) ss:
DUBUQUE COUNTY)

On this 26th day of July, 2013, 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.

GEORGE A. DAVIS
Iowa Notarial Seal
Commission Number: 199715
My Commission Expires: 12/17/13

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