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DEBORAH L PEYTON, RECORDER/REGISTRAR
DELAWARE COUNTY IOWA

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Prepared by & Return to: George Davis, P.O. Box 304, Dyersville, Iowa 52040-0304 Phone: 563-875-9112

WAIVER OF REQUIRED SETBACK DISTANCE FOR LIVESTOCK CONFINEMENT BUILDING

THIS AGREEMENT is made this 1st day of March, 2014, between David H. Loeffelholz and Joyce A. Loeffelholz, husband and wife, whose address is 3289 145th Street, Dyersville, Iowa 52040, and who is referred to in this Agreement as Grantors, and Troy A. Deutmeyer and Michelle M. Deutmeyer, husband and wife, whose address is 3298 145th Street, Dyersville, Iowa 52040, and who is referred to in this Agreement as Grantees.

Recitals

1. Ownership of real estate.

a. Grantors are the owners of real estate located in Delaware County, Iowa, and described:

Parcel A, a part of the SE ¼ of the NE ¼ of Section 26, Township 90 North, Range 3 West of the 5th P.M.

b. Grantees are the owners of real estate located in Delaware County, Iowa, and described:

The South 350 feet and the West 400 feet of the NE ¼ of the SE ¼ of Section 26, Township 90 North, Range 3 West of the 5th P.M.

2. Grantees Troy A. Deutmeyer and Michelle M. Deutmeyer, husband and wife, plan to construct a Swine Facility with a second confinement building and concrete manure storage pit located beneath the building (covered formed manure storage structures) on Property 1(b) above. The new, second Swine Facility is planned to have an animal unit capacity of 1,200 animal units. Pursuant to Iowa Code §459.202(1)(2013), a separation distance of 1250 feet is required between the covered formed manure storage structures and the undersigned's residence.

3. The Iowa Administrative Code currently requires a setback of 1,250 feet between the Livestock Confinement and an occupied residence in an unincorporated area.

4. Grantees desire to construct the Livestock Confinement at a distance of not less than 1,000 feet to the Grantors' occupied residence.

Terms

In consideration of the mutual promises, warranties and covenants contained in this Agreement, the parties agree as follows:

1) Grantor consents and acquiesces to the activities conducted on Grantee's property, the construction and operation of a Swine Facility and therefore covenants for themselves, and for Grantor's successors, heirs and assigns (as a restrictive covenant running with the land) to not make any claim or assert any cause of action against the Grantee or Grantee's successors, heirs and assigns for construction of a Swine Facility or its operation, including, without limitation, causes of action or claims for nuisance, trespass, easement, or any other legal or equitable theory. Grantor further waives the enforcement of any county, state or federal regulation or law regarding the emission of any odors, gases, vapors or other airborne pollutants from the Swine Facility.

2) In addition and without limitation of the foregoing, Grantor grants to Grantee and Grantee's successors, heirs and assigns, a perpetual easement (as an easement appurtenant running with the land) for the Swine Facility (as currently proposed as provided herein), on and over the Grantor's real estate for use by the Swine Facility to emit odors or other gases or vapors produced by the Swine Facility.

3) Pursuant to Iowa Code §459.205(2)(2013), the undersigned as titleholders to the land where the residence is located hereby waive the enforcement of this separation distance requirement of 1,250 feet to be replaced with a 1000 foot separation distance requirement between the Grantors' residence and the covered swine facility with formed manure storage structure. This waiver shall apply only to the facilities described in this agreement, shall be perpetual and shall run with the land.

4) Liability Insurance. Grantees agree to obtain and maintain liability insurance to insure the Livestock Confinement.

5) Arbitration. If any differences shall arise between the parties as to their rights or liabilities under this Agreement the difference shall be determined by a panel of three arbitrators. One arbitrator shall be selected by each of the parties. The two arbitrators shall select a third.

The decision of the majority of the arbitrators shall be final as to the contents and interpretation of this Agreement and as to the proper mode of carrying the decision into effect.

Signed this 1st day of March, 2014, by Grantors.

David H. Loeffelholz

Joyce A. Loeffelholz

STATE OF IOWA, COUNTY OF DUBUQUE

This record was acknowledged before me on the 1st day of March, 2014, by David H. Loeffelholz and Joyce A. Loeffelholz..

KARLA KLUESNER
Commission Number 145960
My Commission Expires
January 14, 2015

Notary Public in and for the State of Iowa
Karla Kluesner

Signed this 21st day of February, 2014, by Grantees.

Troy A. Deutmeyer

Michelle M. Deutmeyer

STATE OF IOWA, COUNTY OF DUBUQUE

This record was acknowledged before me on the 21st day of February, 2014, by Troy A. Deutmeyer and Michelle M. Deutmeyer.

GEORGE A. DAVIS
Commission Number 199715
My Commission Expires
December 17, 2016

Notary Public in and for the State of Iowa

GEORGE A. DAVIS
Commission Number 199715
My Commission Expires
December 17, 2016