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DEBORAH L PEYTON, RECORDER/REGISTRAR
DELAWARE COUNTY IOWA

Env ⊗ Nick Andersen
1330 Buddy Holly Place
Clear Lake, IA 50428

Prepared By & Return To:
Thomas J. Hanson, 401 East Main Street, Manchester, (563) 927-5920
Individual's Name | Street Address | City | Phone

Thomas J. Hanson, ISBA # 02110

SPACE ABOVE THIS LINE
FOR RECORDER

EASEMENT FOR APPLICATION OF ANIMAL WASTE

THIS AGREEMENT made this 17th day of September, 2014 by and between James F. Funke and Elaine Funke, husband and wife, and Michael J. Funke and Stephanie Funke, husband and wife, hereafter referred to as "Landowner" and Elk Ridge, L.C., an Iowa Limited Liability Company hereinafter referred to as "Producer".

WHEREAS, Producer is the owner of a swine confinement enterprise situated on real estate located in Delaware County, Iowa, located at 1252 State Highway 38, Greeley, Iowa on a parcel of real estate legally described as follows:

> Parcel "B", being part of the Southeast Quarter (SE¼) of the Northeast Quarter (NE¼) and part of the Northeast Quarter (NE¼) of the Southeast Quarter (SE¼) of Section Eighteen (18), Township Ninety (90) North, Range Four (4), West of the Fifth P.M., subject to easements and roadways of record, according to plat recorded in Book 2001, Page 222.

AND WHEREAS, Landowner is the owner of certain agricultural real estate more particularly described as follows:

> Parcel 2013-56 in the Fr'l NW ¼ and the W ½ of the NE ¼ Section 18-T90N-R4W, Delaware County, Iowa, according to plat recorded in Book 2013, Page 2163.

AND WHEREAS, Landowner is willing to allow Producer to spread animal waste/manure on Landowner's Land.

NOW THEREFORE, in consideration of the mutual promises and covenants herein contained the parties agree as follows:

1. Landowner hereby grants to Producer the right and easement to enter upon Landowner's Land, and to spread and dispose of manure and other animal

waste thereon. Such animal waste/manure shall be spread and disposed of in such a fashion as to not unreasonably interfere with or impede the planting, growth and harvesting of crops on said property and shall be in compliance with all local, state and federal rules, regulations and statutes. Landowner shall pay to Producer within thirty (30) days of invoice of all Producer's actual cost of spreading animal waste/manure on Landowner's Land. At Landowner's option, Landowner may at Landowner's expense apply the animal waste/manure tendered by Producer to Landowner's Land or otherwise dispose of such animal waste/manure in any manner chosen by Landowner, provided that such handling, application or disposal is in compliance with all local, state and federal rules, regulations and statutes. This easement is for the benefit of and appurtenant to the real estate described as Producer's Land.

2. Producer warrants that if Producer is applying the animal waste/manure to Landowner's Land that all animal waste/manure handling practices shall remain in full compliance with all local, state and federal rules, regulations and statutes. Producers agrees that, so far as reasonably practicable, it shall honor all requests and directions made by Landowner with respect to the timing 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 Landowner. Landowner warrants that if Landowner elects to apply the animal waste/manure to Landowner's Land or otherwise disposes of such animal waste/manure, then all such handling practices shall remain in full compliance with all local, state and federal rules, regulations and statues.

3. In the event that Landowner refuses Producer access to Landowner's Land or otherwise prevents Producer from full enjoyment of its rights under this Easement, then Producer shall have all rights and remedies available at law or in equity on account of breach of contract, including but not limited to injunctive relief and/or suit for damages plus attorney fees and all expenses incurred related to Producer enforcing its rights under this Easement.

4. In the event of default by Producer of any its obligations under this Agreement, Landlord shall have rights and remedies available at law or in equity on account of breach of contract, including but not limited to injunctive relief and/or suit for damages plus attorney fees, and all expenses incurred related to Landowner enforcing its rights under this easement.

5. Landowner certifies and warrants that Landowner is the record owner of Landowner's Land, with the full power and authority to convey the easement granted hereby. This agreement shall run with the land described as Producer's Land and Landowner's Land, and shall be binding upon the heirs, successors, personal representatives, assigns and grantees of the parties hereto.

6. Notwithstanding language to the contrary herein, this Easement shall expire and have no further force and effect when no domestic livestock have been

kept on Producer's Land for a period of twenty-four (24) months, or when no animal waste products produced at Producer's Land as described herein have been spread on the Landowner's Land as described herein for a period of twenty-four (24) months. In the event of expiration of this agreement under the terms of this paragraph, Landlord may file an affidavit of record stating the expiration of the easement which shall constitute a termination of this agreement between the parties.

7. 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 parties' sole responsibility.

8. This document constitutes the entire agreement of the parties and shall not be modified except in writing signed by both parties.

James F. Funke

Elaine Funke

Michael J. Funke

Stephanie Funke
LANDOWNERS

Elk Ridge, L.C.

By: PRODUCER manager

STATE OF IOWA, COUNTY OF DELAWARE, ss:

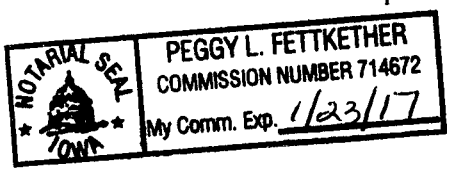
This instrument was acknowledged before me on Sept 17, 2014 by James F. Funke and Elaine Funke, husband and wife.

AMY L. NELCHEN
Commission Number 731916
My Commission Expires
10/15/2016

Notary Public in and for the State of Iowa

STATE OF IOWA, COUNTY OF DELAWARE, ss:

This instrument was acknowledged before me on 9/19, 2014 ~~2013~~ by Michael J. Funke and Stephanie Funke, husband and wife.



Peggy L Fettkether
Notary Public in and for the State of Iowa

STATE OF IOWA, COUNTY OF DELAWARE, ss:

This instrument was acknowledged before me on September 24, 2014 ~~2013~~ by Nicklos J. Anderson as Manager of Elk Ridge L.C., an Iowa Limited Liability Company.

Sarah R. Leonard
Notary Public in and for the State of Iowa

