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DEBORAH L PEYTON, RECORDER/REGISTRAR
DELAWARE COUNTY IOWA

Sara Maurer
& Matt

LEGAL DESCRIPTION FOR EXHIBIT A IS ON PAGE #4

Preparer Information 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

MANURE APPLICATION AGREEMENT

This Manure Application Agreement (Agreement) entered into this 29th day of July, 2014, by and between Merlin L. Jasper and Lillian P. Jasper, as Trustees of the Merlin and Lillian Jasper Revocable Trust as ("Grantors") and Sarah E. Maurer, a single person and Matthew C. Maurer, a single person as ("Grantees").

WHEREAS, Grantees own and operate swine facilities located on the following described real estate located in Delaware County, Iowa:

> Parcels 2014-42 and 2014-43 part of the Southwest Quarter (SW¼) of the Northwest Quarter (NW¼) in Section 6, Township 88 North, Range 4, West of the 5th P.M., Delaware County, Iowa, according to plat recorded in Book 2014, Page 1728.

WHEREAS, Grantors control certain real property through ownership, the legal description of which has been attached below hereto as "Exhibit A" (Grantors' land), 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 for manure application on the land listed in Exhibit "A" for application of manure in such amounts and at such times as provided in this Agreement.

2. Timing of Manure Application. Grantors, their agents, heirs, successors and assigns, agree that they will accept for application on Grantors' real estate as described herein all of manure produced on the swine facilities owned by Grantees, or so much thereof as can be reasonably to applied under terms and conditions as established by the Iowa Department of Natural Resources (IDNR), or any other local, state or federal agency. Grantees hereby grant onto Grantors their agents, heirs, successors and assigns full access to the swine facility in order to obtain the manure at such times as are necessary in order to properly manage the manure produced by the swine facility and also to properly apply the manure to the real estate owned by Grantors. The parties further agree that in the event that the Grantors determine that a buildup of nutrients or trace minerals has occurred which has become significantly detrimental to crop

production, Grantors may discontinue the spreading of manure on real estate owned by Grantors until these levels have been reduced to a level acceptable to Grantors. However, such determination will not result in a termination of this Agreement.

3. Quality of Manure. All application of manure from Grantees' 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 Grantees' swine operation. The parties agree that the depositing of dead animals and animal parts on Grantors' premises shall be prohibited.

4. Binding Effect. This Agreement shall not be assignable in any way except by written consent of the Grantors. This agreement shall be binding upon the parties hereto, their heirs, successors and assigns.

5. Term and Termination. This Agreement shall commence on the date that it is signed by both parties and shall continue in full force and effect through 8-1-2034 provided however, that the Agreement shall terminate in the event that the swine facilities located on Grantees' land, including any additions or modifications thereto, are no longer used for swine production. This Agreement may also be terminated upon written agreement by the parties.

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 or condition, but the obligation of such party with respect hereto shall continue in full force and effect.

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

Grantors:
Merlin & Lillian Jasper Revocable Trust

Merlin L. Jasper Trustee
By: Merlin L. Jasper-Trustee

Lillian P. Jasper Trustee
By: Lillian P. Jasper - Trustee

Grantees

Sarah E. Maurer

Matthew C. Maurer

STATE OF IOWA)
) ss:
COUNTY OF DELAWARE)

On this 8 day of August, 2014, before me, the undersigned, a Notary Public in and for said State, personally appeared Merlin L. Jasper and Lillian P. Jasper as Trustees of the Merlin and Lillian Jasper Revocable Trust, to me known to be the persons named in and who executed the foregoing instrument, and acknowledged that she executed the same as their voluntary act and deed.

THOMAS J. HANSON
Commission Number 115040
My Commission Expires
September 22, 2016

Notary Public in and for the State of Iowa

STATE OF IOWA)
) ss:
COUNTY OF DELAWARE)

On this 29 day of July, 2014, before me, the undersigned, a Notary Public in and for said State, personally appeared Sarah E. Maurer and Matthew C. Maurer, to me known to be the persons named in and who executed the foregoing instrument, and acknowledged that she executed the same as their voluntary act and deed.

TAMMY M. EIBEY
Commission Number 779193
My Comm. Exp. 7-2-2016

Notary Public in and for the State of Iowa

EXHIBIT "A"
Legal Description of Grantor's Real Estate

All of the Northwest Quarter (NW¼) of Section 6 which lies West of the railroad; all that part of the West One-Half (W½) of the Northeast Quarter (NE¼) of Section 6 lying West of the railroad right-of-way, except that part thereof conveyed to the State of Iowa by Warranty Deed recorded in Book 83, Pages 252-254 and in Book 91, Page 278; and the West One-Half (W½) of the Southwest Quarter (SW¼) of Section 6, all in Township 88 North, Range 4, West of the 5th P.M., except Parcels 2014-42 and 2014-43 part of the Southwest Quarter (SW¼) of the Northwest Quarter (NW¼) in Section 6, Township 88 North, Range 4, West of the 5th P.M., Delaware County, Iowa, according to plat recorded in Book 2014, Page 1728.

The East one-half (E½) of the Northeast Quarter (NE ¼) of Section One (1) and the Northeast Quarter (NE ¼) of the Southeast Quarter (SE ¼) of Section One (1), all in Township 88 North, Range Five (5), West of the 5th P.M.