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DEBORAH L PEYTON, RECORDER/REGISTRAR
DELAWARE COUNTY IOWA

Prepared By: Janette S. Voss, 301 East Main Street, Anamosa, IA 52205
Return Document To: RBI FAMILY FARMS, LLC, 2914 180th Ave, Ryan, IA 52330

# WAIVER OF REQUIRED SETBACK DISTANCE FOR LIVESTOCK CONFINEMENT BUILDING

THIS AGREEMENT is made this 25th day of April, 2015, between **David W. Miller and Joyce D. Miller**, husband and wife, whose address is 18912 161st Ave, Manchester, IA 52057, and who are referred to this Agreement as Grantors, and **Bernadette A. Ryan, Michael J. Ryan and John F. Ryan, Trustees of the Trust Established Under Article VI of the Last Will and Testament of Joseph A. Ryan, Deceased and RBI Family Farms, LLC**, whose address is 2914 180th Avenue, Ryan, IA 52330, and who are referred to in this Agreement as Grantees.

**Recitals**

1. Ownership of real estate.

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

> **The South One-half (S½) of the North One-half (N½) of the Northeast Quarter (NE¼) of Section Eight (8), Township Eighty-Seven North, Range Five (5), West of the Fifth P.M., Delaware County, Iowa, Except The North Ten (10) Rods of the East Forty Eight (48) Rods Thereof, and further excepting that part described as commencing at a point Four Hundred Ninety Five (495) feet North of the Southeast Corner of the Northeast Quarter (NE¼) of the Northeast Quarter (NE¼) of Said Section Eight (8), and running thence West one hundred sixty (160) feet, thence South One Hundred (100) feet, Thence East One Hundred Sixty (160) feet, thence North One Hundred (100) feet to the Point of Beginning; (This property is commonly known as 2917 180th Avenue, Ryan, IA 52330).**

**AND**

**Commencing at the Southeast corner of the South One-half (S½) of the North One-half (N½) of the Northeast Quarter (NE¼) of Section Eight (8), Township Eighty-Seven North, Range Five (5) West of the Fifth P.M., Delaware County, Iowa, thence West 100 feet, thence North 130 feet, thence East 100 feet, thence South 130 feet to the point of beginning, subject to roadways and easements of record. (This described property is commonly known as 2919 180th Avenue, Ryan, IA 52330).**

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

**The Northwest Quarter (NW¼) of Section Nine (9), Township Eighty-Seven (87) North, Range Five (5) west of the 5th P.M. subject to highways and easements of record, expect the following described portion thereof:**

**Commencing at the northwest corner of said Northwest Quarter (NW¼) thence proceeding south along the west line of said Northwest Quarter (NW¼) a distance of 550 feet to the point of beginning; thence due east a distance of 245 feet to a point; thence due south a distance of 345 feet to a point; thence due west a distance of 245 feet to a point on the west line of said Northwest Quarter; thence due north along the west line of said Northwest Quarter a distance of 345 feet to the place of beginning.**

**AND**

**The North One-Half (N½) of the Southwest Quarter (SW¼) of Section Four (4), Township Eighty-Seven (87) North, Range Five (5) West of the 5th P.M. in Delaware County, Iowa, subject to highways and easements of record.**

2. Grantees desire to construct a livestock confinement building (hereafter Livestock Confinement) on their property.

3. The Iowa Administrative Code currently requires a setback of 1250 feet between the Livestock Confinement and a residence in an unincorporated area.

4. Grantees desire to construct the Livestock Confinement at a distance of 645 feet to the residence located on Grantor's above-described real estate located at 2917 180th Avenue, Ryan, IA and a distance of 745 feet to the residence located on Grantor's above-described real estate located at 2919 180th Ave, Ryan, IA.

5. Grantee, **RBI Family Farms, LLC**, is a member managed limited liability company and Michael J. Ryan is a member and is authorized to act on behalf of RBI Family Farms, LLC. This agreement is entered into in the ordinary course of RBI Family Farms, LLC's business, all

members have consented to this agreement and have authorized Michael J. Ryan to act on behalf of RBI Family Farms, LLC.

**Terms**

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

1. **Waiver of required setback distance.** Grantors approve of Grantees' plans to construct a Livestock Confinement at a distance of 645 feet from the residences located on Grantor's above described real estate, even though the Iowa Administrative Code currently requires a setback distance of 1250 feet. Grantors hereby waive any right or cause of action created by said setback requirements under the Code of Iowa. This waiver shall run with the land and shall be binding upon the parties' heirs, successors and assigns.

2. **Construction and maintenance.** Grantees agree to maintain the Livestock Confinement according to all state and county regulations. Grantees will maintain the Livestock Confinement in order to minimize potential damage to Grantors' property and prevent interference with Grantors' use of their property.

3. **Prohibition against expansion of Livestock Confinement without approval.** Grantees agree that any expansion of the Livestock Confinement, regardless of direction of expansion, shall require written approval by Grantors. Written approval of the Grantors is required only for the expansion of this Livestock Confinement.

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 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 25 day of April, 2015, by Grantors.

David W. Miller, GRANTOR

Joyce D. Miller, GRANTOR

STATE OF IOWA )
) ss.
COUNTY OF DELAWARE )

This instrument was acknowledged before me on this 25 day of April, 2015 by David W. Miller.

JAMES P. GUDENKAUF
Commission Number 708564
My Commission Expires
03-28-2016

Notary Public in and for said State

STATE OF IOWA )
) ss.
COUNTY OF DELAWARE )

This instrument was acknowledged before me on this 25 day of April, 2015 by Joyce A. Miller.

JAMES P. GUDENKAUF
Commission Number 708564
My Commission Expires
03-28-2016

Notary Public in and for said State

Signed this 25th day of April, 2015, by GRANTEES, The Trust Established Under Article VI of the Last Will and Testament of Joseph A. Ryan, Deceased and RBI Family Farms, LLC.

THE TRUST ESTABLISHED UNDER ARTICLE VI OF THE LAST WILL AND TESTAMENT OF JOSEPH A. RYAN, DECEASED

BY: Bernadette A. Ryan, Trustee

BY: Michael J. Ryan, Trustee

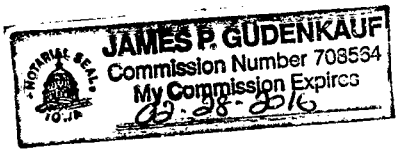
BY: John F. Ryan, Trustee

RBI FAMILY FARMS, LLC

BY: Michael J. Ryan, Member
Member of RBI Family Farms, LLC

STATE OF IOWA )
) ss.
COUNTY OF DELAWARE )

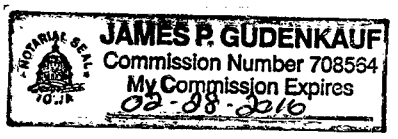
This instrument was acknowledged before me on this 25th day of April, 2015 by Bernadette A. Ryan, Michael J. Ryan and John F. Ryan as Trustees of the Trust Established Under Article VI of the Last Will and Testament of Joseph A. Ryan as such fiduciaries.




Notary Public in and for said State

STATE OF IOWA )
) ss.
COUNTY OF DELAWARE )

This instrument was acknowledged before me on this 25th day of April, 2015 by Michael J. Ryan, Member of RBI Family Farms, LLC.




Notary Public in and for said State