Book 2016 Page 459
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Daneen Schindler, RECORDER/REGISTRAR
DELAWARE COUNTY IOWA

Prepared by and Return to: Steven E. Carr, 117 S. Franklin St., PO Box 333, Manchester, IA 52027; 563-927-4164
Grantors: Steven J. Sheppard
Mary Kay Sheppard
Sheppard Family Farm, Inc.
Grantee: Adam S. Sheppard

MANURE EASEMENT AND AGREEMENT

This Manure Easement and Agreement supersedes the Manure Easement and Agreement filed February 8, 2008 in Book 2008, Page 370.

WHEREAS, Steven J. Sheppard owns the following described real estate located in Delaware County, Iowa:

> The South one-half (S½) of the Southeast Quarter (SE¼), the Northwest Quarter (NW¼) of the Southeast Quarter (SE¼) and the Southeast Quarter (SE¼) of the Southwest Quarter (SW¼) of Section Thirteen (13), Township Eighty Seven (87) North, Range Five (5), West of the Fifth P.M., except Parcel C part of the SE SW 13-87-5
>
> AND
>
> The North One-Half (N ½) of the Northwest Quarter (NW ¼) of the Northeast Quarter (NE ¼), and the East Three (3) acres of the North One-Half (N ½) of the Northeast Quarter (NE ¼) of the Northwest Quarter (NW ¼), all in Section Thirty Six (36), Township Eighty Seven (87) North, Range Five (5), West of the Fifth P.M., except PARCEL A, PART OF THE N 1/2 - NW 1/4 - NE 1/4, SEC 36, T87N, R5W OF THE FIFTH P.M., DELAWARE COUNTY, IOWA, according to plat recorded in Book 2008, Page 1209.

AND WHEREAS Steven J. Sheppard and Mary Kay Sheppard, husband and wife own the following described real estate located in Delaware County, Iowa:

> The Northwest Quarter (NW ¼) of Section Twenty four (24), Township Eighty Seven (87) North, Range Five (5), West of the 5th P.M., except PARCEL A, PART OF THE SE 1/4 – NW 1/4 SEC. 24, T87N, R5W OF THE FIFTH P.M., DELAWARE COUNTY, IOWA, according to plat recorded in Book 2010, Page 1268.

AND WHEREAS Sheppard Family Farm, Inc. owns the following described real estate located in Delaware County, Iowa:

> The South One-half (S ½) of the Southwest Quarter (SW ¼); the West One-half (W ½) of the Southeast Quarter (SE ¼); and the Northeast Quarter (NE ¼) of the Southeast Quarter (SE ¼), all in Section Twenty-eight (28), except Parcel A, being part of the SW ¼ of the SW ¼ of Section 28, T87N, R5W, per plat recorded in Book 1999, Page 3945.
>
> AND
>
> The Northwest Quarter (NW ¼) except the East Three (3) acres of the North One-half (N ½) of the Northeast Quarter (NE ¼) of said Northwest Quarter (NW ¼); and the South One-half (S ½) of the Northwest Quarter (NW ¼) of the Northeast Quarter (NE ¼), in Section Thirty-six (36), T87N, R5W.

AND WHEREAS Adam S. Sheppard owns the following described real estate located in Delaware County, Iowa:

> Parcel C, Part Of The SE ¼ - SW ¼, Sec. 13, T87N, R5W Of The Fifth P.M., Delaware County, Iowa, according to plat recorded in Book 2005, Page 3333.
>
> AND
>
> PARCEL A, PART OF THE N 1/2 - NW 1/4 - NE 1/4, SEC 36, T87N, R5W OF THE FIFTH P.M., DELAWARE COUNTY, IOWA, according to plat recorded in Book 2008, Page 1209.
>
> AND
>
> PARCEL A, PART OF THE SE 1/4 – NW 1/4 SEC. 24, T87N, R5W OF THE FIFTH P.M., DELAWARE COUNTY, IOWA, according to plat recorded in Book 2010, Page 1268.

NOW, THEREFORE, in consideration of the mutual covenants and agreements stated herein and other valuable and good consideration, it is agreed between the parties as follows:

A. Adam S. Sheppard operates hog finishing facilities on the parcels owned by him described above.

B. Steve J. Sheppard, Mary Kay Sheppard, and Sheppard Family Farm, Inc. grant to Adam S. Sheppard an easement to and over their respective real estate for the purpose of applying manure produced from the Adam Sheppard facilities consistent with the Manure Management Plan previously approved by the Iowa Department of Natural Resources in connection with said hog finishing facilities.

The parties hereto agree the manure shall be provided by Adam S. Sheppard to Steven J. Sheppard, Mary Kay Sheppard, and Sheppard Family Farm, Inc. free of charge by Adam S. Sheppard.

Steven J. Sheppard, Mary Kay Sheppard and Sheppard Family Farm, Inc. agree to pay all hauling and application costs associated with the transfer and application of the manure to their respective properties and agree to comply with all regulations, rules, ordinances and statutes of the Iowa Department of Natural Resources and the Iowa Code and the Manure Management Plan existing for the facilities owned by Adam S. Sheppard.

Manure application under this Agreement shall conform with the DNR approved plan and shall not exceed rate approved by said plan. In addition, application of manure shall be approved by Steven J. Sheppard and/or Mary Kay Sheppard and/or Sheppard Family Farm, Inc. for time and manner of application other than as specifically set forth herein.

The parties hereto agree Steven J. Sheppard and/or Mary Kay Sheppard and/or Sheppard Family Farm, Inc. may terminate this Agreement at any time at their sole option. This Agreement shall run with the respective lands until written termination is filed with the Delaware County Recorder by the current owner(s) or their heirs, successors, or assigns.

This Agreement is binding upon Adam J. Sheppard, his heirs, successors and assigns.

Dated this 5 day of February, 2016

Steven J. Sheppard

Mary Kay Sheppard

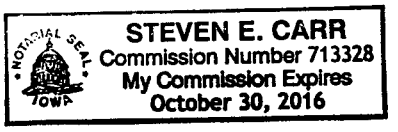
Sheppard Family Farms, Inc.

By: Pres.
Steven J. Sheppard, President

Adam S. Sheppard

STATE OF IOWA)
) ss:
DELAWARE COUNTY)

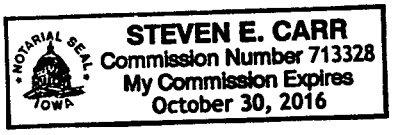
This instrument was acknowledged before me on this 5th day of February, 2016 by Steven J. Sheppard and Mary Kay Sheppard.



Notary Public in and for the State of Iowa

STATE OF IOWA)
) ss:
DELAWARE COUNTY)

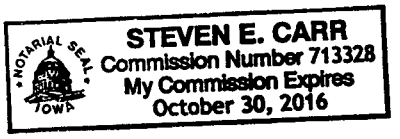
This instrument was acknowledged before me on this 5th day of February, 2016 by Steven J. Sheppard, as President of Sheppard Family Farms, Inc.



Notary Public in and for the State of Iowa

STATE OF IOWA)
) ss:
DELAWARE COUNTY)

This instrument was acknowledged before me on this 5th day of February, 2016 by Adam S. Sheppard.



Notary Public in and for the State of Iowa