Book 2018 Page 1467

Document 2018 1467 Type 06 006 Pages 4
Date 5/29/2018 Time 3:44:43PM
Rec Amt $22.00

Daneen Schindler, RECORDER/REGISTRAR
DELAWARE COUNTY IOWA

Env Robert Ries 1784 165th St Manchester

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 2nd day of April, 2018, by and between John G. Hoffmann and Lorie N. Hoffmann, husband and wife, (Grantor) and Robert J. Ries and Jennifer L. Ries, husband and wife (Grantees).

WHEREAS, Grantees own and operate a swine facility located in the Southwest Quarter (SW¼) of Section 5-89-5 and legally described as follows:

Parcel 2018-35 in the North Half of the Southwest Quarter Section 5, Township 89 North, Range 5 West of the 5th P.M., Delaware County, Iowa according to plat recorded in Book 2018, Page 1053.

WHEREAS, Grantor controls certain real property through ownership, the legal description of which has been attached below hereto as "Exhibit A" (Grantor's land), and Grantor desires 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. Grantor hereby grants to Grantee an easement to apply manure to land listed in Exhibit A in such amounts and times as provided in this Agreement. As part of the consideration for the granting of this easement the parties agree that Grantor shall be entitled to obtain all the manure produced by Grantee's facilities and shall control the removal and disposal of said manure and animal waste during the term of this agreement and any extensions thereto.

2. Manure Application. Grantor, at Grantor's cost, agrees to remove manure and animal waste from the Grantee's facility at such time and frequency as necessary to assure that the manure holding facility will never rise above the level prescribed by the Iowa Department of Natural Resources (IDNR). Grantor's shall apply said manure to Grantor's land and other land as controlled by Grantor on a periodic basis so as to timely remove all manure and animal waste products from Grantee's facility. The parties agree that in the event that Grantor determines that a buildup of nutrients or trace minerals has occurred which become significantly detrimental to crop production that Grantor may discount the spreading of manure on the herein described real estate until these levels have been reduced to a level acceptable to Grantor.

3. Quality of Manure. All application of manure from Grantee's 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 Grantee's swine operation.

4. Binding Effect. This Agreement is binding on the Grantee, their heirs, successors and assigns. This Agreement shall not be assignable in any way except by written consent of the Grantors. In the event of the sale of the facility by Grantee's, this Agreement shall remain in full force and effect and Grantor shall continue to control the removal and application of the manure and waste produced by the Grantee's facility. In the event that the Grantor shall sell the premises or in the event that the Grantor discontinues farming, then Grantor retains the right to cancel this Agreement by giving 60 days notice to the Grantee.

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 December 31, 2023. The Agreement shall continue on a year to year basis thereafter until such time as the Agreement is terminated by the Grantor. In addition, the Agreement shall terminate in the event that the swine facilities located on Grantee's 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:

John G. Hoffmann

Lorie N. Hoffmann

GRANTEES:

Robert J. Ries

Jennifer L. Ries

STATE OF IOWA)
) ss:
COUNTY OF DELAWARE)

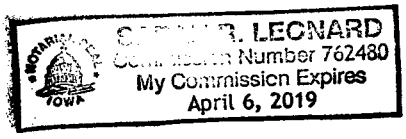
On this 2nd day of April, 2018, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared John G. Hoffmann and Lorie N. Hoffmann, husband and wife, known to me to be the identical persons named in and who executed the foregoing instrument and acknowledged that they executed the same as their voluntary act and deed.



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

STATE OF IOWA)
) ss:
COUNTY OF DELAWARE)

On this 3rd day of April, 2018, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Robert J Ries and Jennifer L. Ries, husband and wife, known to me to be the identical persons named in and who executed the foregoing instrument and acknowledged that they executed the same as their voluntary act and deed.



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

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

The South one-half (S½) of the Southeast Quarter (SE¼) of Section 7, Township 89 North, Range 5, West of the 5th P.M.; and the Southwest Quarter (SW¼) of the Southwest Quarter (SW¼) of Section 8, Township 89 North, Range 5, West of the 5th P.M. except the East 220 feet of the North 314 feet thereof.