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Daneen Schindler, RECORDER/REGISTRAR
DELAWARE COUNTY IOWA

Preparer
Information Thomas J. Hanson, 401 East Main Street, Manchester, (563) 927-5920
Individual's Name Street Address City Phone
Thomas J. Hanson, ICIS PIN No: AT0003249

SPACE ABOVE THIS LINE FOR RECORDER

AGREEMENT

This Agreement made this 14 day of January, 2021 by and between Gary R. Nieman and ~~Xxxx~~ F. Nieman, husband and wife (hereinafter First Parties), and Pork Chop Ranch, LLC, an Iowa Limited Liability Company (hereinafter Second Party).

WHEREAS, Second Party has purchased from First Parties the following described real estate located in Delaware County, Iowa:

> Parcel 2020-96, part of the West three-quarters (W¾) of the West one-half (W½) of the Northeast Quarter (NE ¼) of Section 12, T88N, R6W of the 5th P.M., according to plat recorded at Book 2020, Page 3657.
>
> Together with a permanent easement over and across that area lying directly east of Parcel 2020-96 between the east line of Parcel 2020-96 and the fence representing the east boundary of the Grantors' real estate, for the purpose of allowing the permanent usage by the titleholder of Parcel 2020-96 of said real estate and the well located on said real estate.

AND WHEREAS, there is a swine facility located on the herein described premises;

AND WHEREAS, the parties wish to enter into an agreement regarding continued access over the premises by First Parties; First Parties retaining the right to obtain manure produced by the facility, and obligations of First Parties regarding mowing and spraying weeds and snow removal in the future.

NOW, THEREFORE, in consideration of the mutual promises contained herein the mutual benefits to be gained by the parties they agree as follows:

1. First Parties on behalf of themselves, their heirs, successors and assigns, retain a permanent easement over and across the above described premises to use existing driveways so as to provide access to First Parties, all future owners of the premises, and all parties lawfully using the same on behalf of First Parties or any future owners, so as to provide access to adjoining real estate currently owned by First Parties.

2. For a period of five (5) years, beginning with the date of this Agreement, First Parties or First Parties' agents shall, at no charge to Second Party, be responsible for keeping the premises mowed or sprayed for weeds and shall remove snow as needed to provide winter access to the premises.

3. The parties agree that First Parties and all future heirs, successors and assigns of First Parties shall have the perpetual right to all manure generated at the swine facility to be obtained free of charge for the life of the facility. Second Party hereby grants access to First Parties, their heirs, successors and assigns and agents as necessary in order to enter on to the premises for the proper removal of manure from the facility. Any and all costs for the removal of said manure shall be paid by First Parties or the then owners of the premises removing the manure from the facility. This right shall exist for so long as the manure continues to be timely removed and proper functioning of the facility is not compromised by any negligent action or any actions by First Parties, their heirs, successors and assigns or agents of said parties. First Parties, and all others lawfully using the facility to remove manure from the premises agree to hold harmless and save in full the Second Party, its officers, agents, employees and successors as well as future owners of the facility from any and all liability whatsoever arising from the removal of the manure.

4. First Parties shall provide to Second Party all necessary data for the DNR manure plan. Second Party will provide the manure plan as required by the DNR and all costs of the same shall be billed to First Parties.

FIRST PARTIES

Gary R. Nieman

Gary R. Nieman

Zeta F. Nieman

Zeta F. Nieman

SECOND PARTY

Pork Chop Ranch, LLC

By: Mike Loecke, Member

STATE OF IOWA, COUNTY OF DELAWARE

This record was acknowledged before me on Jan 14, 2021 by Gary R. Nieman and Zeta F. Nieman, husband and wife.

THOMAS J. HANSON
Commission Number 115040
My Commission Expires
September 22, 2022

Signature of Notary Public

STATE OF IOWA, COUNTY OF DELAWARE

This record was acknowledged before me on January 14, 2021 by Mike Loecke, Member of Pork Chop Ranch, LLC.

STEVEN E CARR
Commission Number 713328
My Commission Expires
October 30, 2022

Signature of Notary Public