

Preparer
Information: William R. Jahn, Jr. 321 North Third St., Burlington, IA 52601 (319)754-6587
Individual's Name Street Address City Phone

Return to: Preparer

MANURE APPLICATION EASEMENT

THIS MANURE APPLICATION EASEMENT ("Easement") is made between Troy L. Wheeler and Jennifer L. Wheeler, husband and wife ("Grantor"), whose address for the purpose of this Easement is 3346 Elmwood Avenue, Lorimor, IA 50149 and JSBB Pork, LLC ("Grantee") whose address for the purpose of this Easement is 14365 135th Ave., Burlington, IA 52601.

1. Premises. Grantor is the owner of Real Estate more legally described as follows, to-wit:

The Northeast Quarter and the East Half of the Southeast Quarter of Section 34 and the Southeast Quarter of the Southeast Quarter and the South Half of the Southwest Quarter of the Southeast Quarter of Section 27, all in Township 74 North, Range 29 West in Madison County, Iowa (approximately 300 acres) (the "Grantor Real Estate").

Grantee operates a hog confinement facility located on certain real estate more legally described as follows, to-wit:

Parcel "C" located in the Northwest Quarter (NW1/4) of the Northwest Quarter (NW 1/4) OF Section Thirty-five (35), Township Seventy-four (74) North, Range Twenty-nine (29) West of the 5th P.M., Madison County, Iowa, containing 3.50 acres, as shown in Plat of Survey filed in Book 2007, Page 2528 on June 21, 2007, in the Office of the Recorder of Madison County, Iowa (the "Grantee Real Estate").

2. Purpose and Use. This easement is for the sole purpose of manure management and disposal of animal manure. Grantee shall be allowed to spread and dispose of animal manure from the Grantee Real Estate on Grantor Real Estate at such regular intervals as is necessary for Grantee. Disposal and distribution of animal manure, however, shall not interfere with the productivity, growing and harvesting of crops on the above described premises. Grantee further agrees to comply with all environmental laws in the disposal of such animal manure, both state and federal. Grantee further agrees to prevent all nuisances that may be created by such disposal and handling of animal manure.

3. Cost of Manure and Application Charged to Grantor(s). Grantor shall be responsible for all costs of hauling manure from said confinement site including costs to test manure spread each year and required soil testing to comply with all legal requirements for manure management plans.

4. Term of Easement. The term shall commence on May 1, 2021. The term shall be for a period of thirty (30) years. The Easement shall automatically renew upon expiration from year-to-year, upon the same terms and conditions unless either party gives due and timely written notice to the other of an election not to renew this Easement.

5. Violation of Terms of Easement. If Grantor or Grantee violates the terms of this Easement, the other shall have the right to pursue the legal and equitable remedies to which it is entitled.

6. Assignment. This Easement may be assigned by either party or by its legal representatives, successors in interest or assigns.

7. Attorney Fees and Court Costs. If either party files suit to enforce any of the terms of this Easement, the prevailing party shall be entitled to recover court costs and reasonable attorneys' fees.

8. Change in Easement Terms. The conduct of either party, by act or omission, shall not be construed as a material alteration of this Easement until such provision is reduced to writing and executed by both parties as addendum to this.

9. Construction. Words and phrases herein, including the acknowledgment, are construed as in the singular or plural and as the appropriate gender, according to the context.

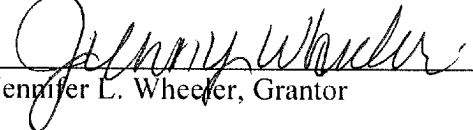
10. Notices. The notices contemplated in this Easement shall be made in writing and shall either be delivered in person, or be mailed in the U.S. mail, registered mail, return receipt requested, to the recipient's last known mailing address.

11. Successors and Assigns bound; Number; Gender; Agents; Captions. The rights, covenants and agreements contained herein shall be binding upon and inure to the benefit of the respective legal representatives, successors and assigns for the parties. Words and phrases contained herein, including acknowledgment hereof, shall be construed as in the singular or plural number, and as masculine, feminine or neuter gender according to the contexts. The captions and heading of the paragraphs of this Agreement are for convenience only and are not to be used to interpret or define the provisions hereof.

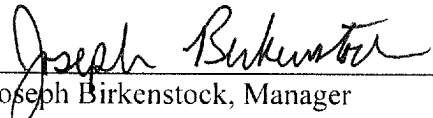
12. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Iowa.

SIGNATURE PAGE.


Troy L. Wheeler, Grantor

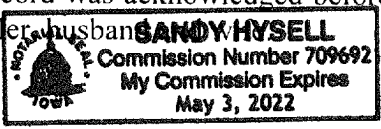

Jennifer L. Wheeler, Grantor

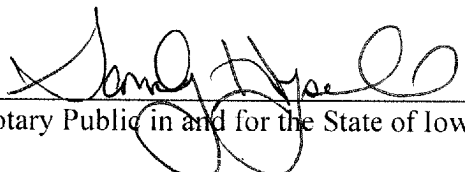
JSBB PORK, LLC

By: 
Joseph Birkenstock, Manager

STATE OF IOWA, COUNTY OF Union } ss.

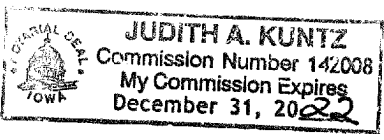
This record was acknowledged before me on April 30, 2021, by Troy Wheeler and Jennifer Wheeler, husband and wife.

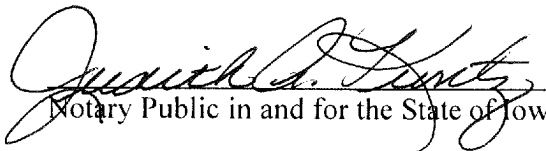



Notary Public in and for the State of Iowa

STATE OF IOWA, COUNTY OF DES MOINES } ss.

This record was acknowledged before me on ~~April~~ May 24, 2021, by Joseph Birkenstock, as Manager of JSBB Pork, LLC.




Notary Public in and for the State of Iowa.