



Document 2021 4860

Book 2021 Page 4860 Type 06 001 Pages 4

Date 11/29/2021 Time 12:36:23PM

Rec Amt \$22.00

INDX

ANNO

SCAN

LISA SMITH, COUNTY RECORDER
MADISON COUNTY IOWA

CHEK

EV ✓

Prepared by Todd G. Nielsen, 211 N. Maple Street, Creston, Iowa 50801 (641) 782-7007
Return to: Todd G. Nielsen, 211 N. Maple Street, Creston, Iowa 50801 (641) 782-7007

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 3362 Elmwood Dr., Lorimor, IA 50149 and Wheeler Stock Farms, LLC (“Grantee”) whose address for the purpose of this Easement is 3362 Elmwood Dr., Lorimor, IA 50149.

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

The North Half (½) of the Southwest Quarter (¼) of Section Thirty-six (36), Township Seventy-four (74) North, Range Twenty-nine (29) West of the 5th P.M., Madison County, Iowa AND

The Southeast Quarter (1/4) of the Southeast Quarter (1/4) of Section Twenty-seven (27), the Northeast Quarter (1/4) of the Northeast Quarter (1/4) of Section Thirty-four (34), and the Northwest Quarter (1/4) of Section Thirty-five (35) (EXCEPT Parcel “C” located in the Northwest Quarter of the Northwest Quarter 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 the Plat of Survey filed in Book 2007, Page 2528 on June 21, 2007, in the Office of the Recorder of Madison County, Iowa), all in Township Seventy-four (74) North, Range Twenty-nine (29) West of the 5th P.M., Madison County, Iowa, AND

The Northeast Quarter (NE1/4) of the Northwest Quarter (NW1/4) of Section Thirty-five (35), Township Seventy-four (74) North, Range Twenty-nine (29) West of the 5th P.M., Madison County, Iowa, AND

The Southwest Quarter (SW1/4) of Section Twenty-six (26), Township Seventy-four (74) North, Range Twenty-nine (29) West of the 5th P.M.,

Madison County, Iowa, AND

The Southeast Quarter of the Southeast Quarter (SE1/4SE1/4) of Section Thirty-four (34), Township Seventy-four (74) North, Range Twenty-nine (29) West of the 5th P.M., Madison County, Iowa, AND

The South Half (S1/2) of the Northwest Quarter (NW1/4) of Section Thirty-five (35), Township Seventy-four (74) North, Range Twenty-nine (29) West of the 5th P.M., Madison County, Iowa, AND

The Northeast Quarter of the Southwest Quarter (NE1/4SW1/4) of Section Thirty-five (35), Township Seventy-four (74) North, Range Twenty-nine (29) West of the 5th P.M., Madison County, Iowa, AND

The Southeast Quarter of the Southwest Quarter (SE1/4SW1/4) of Section Thirty-five (35), Township Seventy-four (74) North, Range Twenty-nine (29) West of the 5th P.M., Madison County, Iowa

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


Parcel "A" located in the Northwest Quarter (1/4) of the Southeast Quarter (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 11.247 acres, as shown in Plat of Survey filed in Book 2005, Page 3854 on August 12, 2005, in the Office of the Recorder of Madison County, Iowa.

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 Grantees Real Estate on Grantors 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 December 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 for 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 representative, 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 attorney's 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 the is Easement shall be made in writing and shall either be delivered in person, or mailed in the U.S. mail, registered mail, return receipt requested, to the recipient's last known mailing address.
11. Successor 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 acknowledgement 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 law of the State of Iowa.

Signed this 23rd day of November, 2021

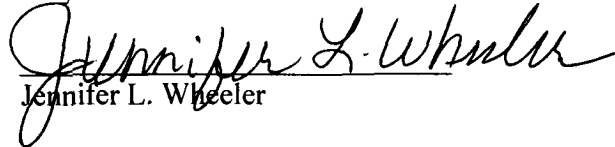
Wheeler Stock Farms, LLC



Troy L. Wheeler



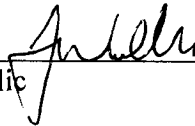
Troy Wheeler, Manager



Jennifer L. Wheeler

STATE OF IOWA, COUNTY OF DAWAS

Subscribed and sworn to this 23rd day of November, 2021, before me, the undersigned Notary Public, by Troy L. Wheeler and Jennifer L. Wheeler.



Notary Public

STATE OF IOWA, COUNTY OF DAWAS

Subscribed and sworn to this 23rd day of November, 2021, before me, the undersigned Notary Public, by Troy Wheeler, Manager of Wheeler Stock Farms, LLC.



Notary Public

