



Document 2007 1081

Book 2007 Page 1081 Type 06 001 Pages 5
Date 3/19/2007 Time 10:03 AM
Rec Amt \$27.00

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LISA SMITH, COUNTY RECORDER
MADISON IOWA

Aaron H. Ginkens ISBA #0018309

✓ **Return Document To:** Michelle Kutschat, P.O. Box 400, Iowa Falls, Iowa 50126 Phone (641) 648-4479
Preparer Information: Aaron H. Ginkens, 4401 Westown Parkway, Suite 307, West Des Moines, IA 50266,
Phone: (515) 255-8680

MANURE EASEMENT AGREEMENT

THIS MANURE EASEMENT AGREEMENT (“Agreement”), entered into the 28th day of February 2007, between Edward M. Woodson Declaration of Trust dated October 26, 1981 and Judy A. Woodson Declaration of Trust dated October 26, 1981 as Tenants in Common, from Bull Valley, Illinois (“**Grantor**”) and Iowa Select Farms, L.L.P., an Iowa Limited Liability Partnership with its principal place of business in Iowa Falls, Iowa (“**Grantee**”).

WHEREAS, Grantee or its assigns desire to apply hog manure (whether from **Grantee’s** hog confinement facility (the “**Hog Farm**”) or from other facilities as assigned by **Grantee**) on certain property of **Grantor**, the legal description of which has been attached hereto as Exhibit “**A**” (“**Grantor’s Land**”) and **Grantor** desires to grant an easement to **Grantee** for the purpose of applying manure to **Grantor’s Land**, pursuant to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. **Easement. Grantor** hereby grants, bargains and conveys to **Grantee** an easement over, across and on **Grantor’s Land** for the purpose of applying such manure in such amounts and at such times as provided in this Agreement, including the right to ingress and egress onto **Grantor’s Land**. The easement provided herein for the right to apply manure to the **Grantor’s Land** shall run with the land and bind all future titleholders to **Grantor’s Land**. **Grantor’s Land** consists of 31.58 acres on which manure can be applied by **Grantee**.

2. **Terms and Termination.** This Agreement shall continue in full force and effect for an initial term of fifteen (15) years from the dates hereof. At the end of any term, this Agreement shall automatically renew for an additional term of one (1) year unless either party provides notification of termination of this Agreement to the other party at least 180 days in advance of the scheduled termination date. This Agreement may not be otherwise terminated except by written agreement, signed by the parties hereto, their successors, assigns or personal representatives.
3. **Testing.** **Grantee** agrees to test the manure to be applied to **Grantor's Land** for nitrogen, phosphorus and potassium consistent with customary practice and, upon request, to provide to **Grantor** a summary of the approximate amounts of such nutrients applied to **Grantor's Land** as a result of any manure application under this Agreement. **Grantor** grants **Grantee** access to **Grantor's Land** at all reasonable times during the term of this Agreement for the purpose of soil testing as may be required by federal or state law or rule.
4. **Timing of Manure Application.** **Grantor** specifically agrees that **Grantee** may apply manure on **Grantor's Land** at such time and frequency as **Grantee** may reasonably determine. **Grantee** agrees that if crops are raised on **Grantor's Land**, **Grantee** will not apply manure on **Grantor's Land** during the period commencing with planting of the crop and ending at harvest of the crop. **Grantor** further agrees that if during the period of this Agreement, it is determined by an independent source (e.g. ISU Extension) that a buildup of nutrients or trace elements has occurred which has become significantly detrimental to crop production, **Grantee** will suspend the spreading of manure until the buildup has been reduced to levels not significantly detrimental to crop production; however, such suspension will not result in a termination of this Agreement.
5. **Application of Manure.** **Grantee** shall provide for all applications of manure to **Grantor's Land**, whether by **Grantee** or by third parties hired by **Grantee**. **Grantors** acknowledge that this Agreement does not grant **Grantor's** an exclusive right to any or all manure produced by **Grantee**. All environmental and conservation credits, including carbon sequestration or similar credits or benefits, which are associated with the application of manure as provided in this Agreement shall be the sole property of **Grantee**.
6. **Warranties of Grantor.** **Grantor** warrants that **Grantor** has title to and the unrestricted right to convey an easement in the **Grantor's Land** for the purpose of applying manure. **Grantor** waives all rights of dower, homestead and distributive share in and to **Grantor's Land**. **Grantor** agrees to not apply additional fertilizer to **Grantor's Land** if such application, when combined with the manure applied to **Grantor's Land** under this Agreement, would exceed the optimal fertilization for the crops grown on **Grantor's Land** or would cause **Grantee** to not be in compliance with **Grantee's** required nutrient or manure management plan(s).
7. **Binding Effect.** This Agreement shall inure to the benefit of and be binding upon the parties hereto, their respective successors, assigns and personal representatives. Without limiting any assignment rights, **Grantee** may assign its rights under this Agreement, in whole

or in part, for such periods as **Grantee** may determine, to third parties desiring to apply manure to **Grantor's Land**.

8. **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.

9. **Waiver.** The failure of any party hereto to insist in any one or more instances upon performance of any term or condition of this 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 thereto shall continue in full force and effect.

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

11. **Entire Agreement.** This Agreement constitutes the entire agreement and understanding between the parties and supersedes all earlier agreements or understandings, written or oral. No amendment to this Agreement shall be effective unless it is in writing and signed by both parties and/or their respective heirs, successors, and assigns. If any provision of this Agreement is held invalid, the remaining provision of this Agreement shall remain in full force and effect as if that invalid provision had not been included in this Agreement. Words and phrases herein shall be construed as in the singular or plural number, and as masculine, feminine or neutered gender according to the context.

12. **Grantor's Spouse.** In the event that **Grantor's** spouse is not a title holder of **Grantor's Land**, said spouse executes this Agreement for the sole purpose of waiving and relinquishing any rights of dower, homestead and distributive share.

IN WITNESS WHEREOF, this Agreement has been executed as of the day and year first above written.

GRANTOR

Trustee of Edward M Woodson Trust
Trustee of Edward M. Woodson Trust

Trustee of Judy A Woodson Trust
Trustee of Judy A. Woodson Trust

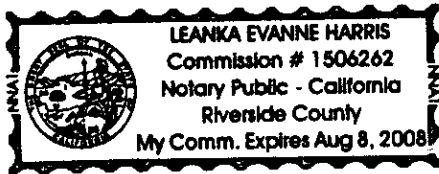
GRANTEE

IOWA SELECT FARMS, L.L.P.
By Iowa Select Farms, Inc.
Its General Partner

By: William C Foley
William C. Foley, Treasurer

STATE OF California)
)ss:
COUNTY OF Riverside)

On this 13 day of March, 2007, before me, the undersigned, a Notary Public in and for said county, personally appeared Edward M Woodson (and Judy A Woodson), to me known to be the person(s) named in and who executed the foregoing instrument, and acknowledged that ~~(he/she/they)~~ executed the same as ~~(his/her/their)~~ voluntary act and deed.



Leanka Evanne Harris
Leanka Evanne Harris
Notary Public in and for said County and State

STATE OF IOWA)
)ss:
COUNTY OF HARDIN)

On this 28th day of February, 2007, before me, the undersigned, a Notary Public in and for said state, personally appeared William C. Foley, to me personally known, who being by me duly sworn, did say that he is the Treasurer of Iowa Select Farms, Inc., the General Partner of Iowa Select Farms, L.L.P., an Iowa limited liability limited partnership, executing the foregoing instrument, that the instrument was signed on behalf of the corporation as General Partner of said limited liability limited partnership by authority of the corporation's Board of Directors; and that William C. Foley, as officer, acknowledged the execution of the instrument to be the voluntary act and deed of the corporation and limited liability limited partnership by it and by the officer voluntarily executed.



Michelle Kutschat
Michelle Kutschat
Notary Public in and for the State of Iowa

EXHIBIT "A"

The South Half of the Northeast Quarter ($S\frac{1}{2}NE\frac{1}{4}$) and the Northwest Quarter of the Northeast Quarter ($NW\frac{1}{4}NE\frac{1}{4}$) and the Southwest Fractional Quarter ($\frac{1}{4}$) of Section Seven (7), Township Seventy-four (74) North, Range Twenty-eight (28) West of the 5th P.M., Madison County, Iowa, EXCEPT Parcel "A" located in the Fractional Southwest Quarter ($\frac{1}{4}$) of said Section Seven (7), containing 4.28 acres, as shown in Plat of Survey filed in Book 2006, Page 2732 on July 3, 2006, in the Office of the Recorder of Madison County, Iowa.

AND

The South Half ($S\frac{1}{2}$) except the Southwest Quarter of the Southwest Quarter ($SW\frac{1}{4}SW\frac{1}{4}$) of Section Twelve (12) and the Northeast Quarter ($NE\frac{1}{4}$) of Section Thirteen (13), Township Seventy-four (74) North, Range Twenty-nine (29) West of the 5th P.M. Madison County, Iowa.