

REC \$ 20⁰⁰
AUD \$
R.M.F. \$ 1⁰⁰

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3931

EASEMENT FOR APPLICATION OF LIVESTOCK WASTE

FILED NO. _____
BOOK 141 PAGE 268

99 MAR 29 AM 10:07
MICHELLE UTSLER
RECORDER
MADISON COUNTY, IOWA

THIS AGREEMENT, made and entered into by and between Larree L. Imboden and Patricia L. Imboden, husband and wife, and Phillip A. Imboden and Leisa R. Imboden, husband and wife, hereinafter called "Imbodens", and Bill Mitchell Swine Service, Ltd., hereinafter called "Mitchell".

WHEREAS, Imbodens are purchasing the following described real estate:

The South Half (1/2) of the Northeast Quarter (1/4) of Section Twenty-two (22), in Township Seventy-six (76) North, Range Twenty-eight (28) West of the 5th P.M., Madison County, Iowa,

(hereinafter called "Parcel A"), and;

WHEREAS, William C. Mitchell Family Partnership is the owner of the following described real estate in Madison County, Iowa:

The East Half (1/2) of the Northwest Quarter (1/4) of Section Twenty-two (22), in Township Seventy-six (76) North, Range Twenty-eight (28) West of the 5th P.M., Madison County, Iowa,

(hereinafter called "Parcel B")

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

1. Imbodens hereby grant to Mitchell, its successors and assigns, an exclusive easement to spread and dispose of animal waste on Parcel A, for all animal waste produced from Parcel B, at such regular intervals as is necessary.

2. Manure shall be applied by Mitchell, its successors and assigns after harvest, until March 15th. Mitchell, its successors and assigns shall not apply manure during growing season and after March 15th of any year without prior permission from Imbodens, their heirs, successors or assigns. Both parties recognize a need to apply manure after March 15th and before planting. Imbodens, their successors and assigns shall not unreasonably withhold permission. Permission shall be granted by Imbodens, their successors and assigns if the ground is normally acceptable for spreading manure and is not too wet for such spreading. Mitchell, its successors and assigns shall comply with all environmental laws in disposal of such animal waste, both State and Federal. Mitchell, its successors and assigns agree that it shall not apply manure to the extent that it would cause damages to crops subsequently planted by Imbodens

3. Imbodens further grant to Mitchell, its successors and assigns, an easement for ingress and egress to and from Parcel A from and to Parcel B, for purposes of animal waste disposal.

4. The term of this easement shall commence on the date hereof and continue for a period of 100 years.

5. Imbodens hereby covenants with Mitchell that they are lawfully seized and possessed of the property subject to this easement and that they have a good and lawful right to grant the easement to Mitchell; that it is free from all encumbrances; that they will warrant and forever defend that title and quiet possession thereto against the lawful claims of all persons whomsoever; and that they will refrain from the doing of any act which will cause the termination of the easement herein granted.

6. Parcel A and Parcel B shall be held, sold and conveyed subject to the aforesaid easement, which shall run with the land and shall be binding upon the heirs, assigns and successors of the parties hereto.

7. If either Imbodens or Mitchell, or their respective successors or assigns, violate the terms of this agreement, the other party shall have the right to pursue any and all legal and equitable remedies of which it is entitled.

8. This easement may be assigned by either party, their heirs, successors or assigns.

9. The conduct of either party, or their respective heirs, successors or assigns, by act or omission, shall not be construed as a material alteration of this agreement until such provision is reduced in writing and executed by both parties as addendum to this agreement.

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

11. The notices contemplated in this agreement shall be made in writing and shall either be delivered in person, or be mailed in the U.S. Mail, return receipt requested, to the recipient's last known address.

12. The rights, covenants and agreements contained herein, shall be binding upon and inure to the benefit of the respective legal representatives, successors and assigns of 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 context.

13. This agreement shall be governed by and construed in accordance with the laws of the State of Iowa.

14. Other provisions-

- a. Imbodens, its successors and assigns, at their own expense, may provide Mitchell, its successors and assigns, with alternate real estate upon which to make land waste application, in close proximity to Parcel B, with suitable area and quality to handle application of animal waste from Parcel B. To the extent allowed by the landowner, Mitchell shall divert application of animal waste to this alternate real estate, provided that Imbodens shall promptly reimburse Mitchell for any additional, reasonable charges assessed by the contract hauler to haul the animal waste to locations more distant than Parcel A.
- b. All spreading equipment shall be cleaned before use to reduce risk of contamination to Parcel A.

Dated this 28 day of March, 1999.

WILLIAM C. MITCHELL LTD.

By William C. Mitchell, President

By _____, Secretary

Larree L. Imboden
Larree L. Imboden

Patricia L. Imboden
Patricia L. Imboden

Phillip A. Imboden
Phillip A. Imboden

Leisa R. Imboden
Leisa R. Imboden

STATE OF IOWA

:ss

MADISON COUNTY

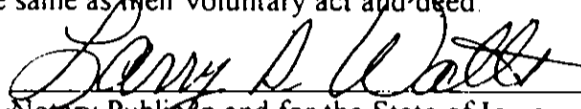
On this 28 day of March, 1999, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared William C. Mitchell and _____, to me personally known, who, being by me duly sworn, did say that they are the President and Secretary respectively, of said corporation executing the within and foregoing instrument; that said instrument was signed on behalf of said corporation by authority of its Board of Directors; and that the said William C. Mitchell and _____ as such officers acknowledged the execution of said instrument to be the voluntary act and deed of said corporation, by it and by them voluntarily executed.

Jerry Stahl
Notary Public in and for the State of Iowa

11-1-2000

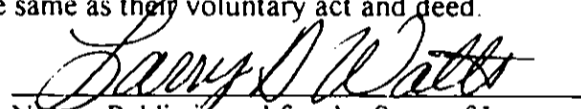
STATE OF IOWA :
 :SS
MADISON COUNTY :

On this 24 day of March, 1999, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Larree L. Imboden and Patricia L. Imboden, to me known to be the identical persons named in and who executed the within and foregoing instrument and acknowledged that they executed the same as their voluntary act and deed.


Notary Public in and for the State of Iowa
11-1-2000

STATE OF IOWA :
 :SS
MADISON COUNTY :

On this 24 day of March, 1999, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Phillip A. Imboden and Leisa R. Imboden, to me known to be the identical persons named in and who executed the within and foregoing instrument and acknowledged that they executed the same as their voluntary act and deed.


Notary Public in and for the State of Iowa
11-1-2000