



Document 2014 333

Book 2014 Page 333 Type 06 001 Pages 6

Date 2/11/2014 Time 9:54 AM

Rec Amt \$32.00

INDX

ANNO

SCAN

CHEK

LISA SMITH, COUNTY RECORDER
MADISON COUNTY IOWA

EASEMENT AGREEMENT
Recorder's Cover Sheet

Preparer's Information:

Michael Behrend, 26752 Jigsaw Road, Garnavillo, IA 52049

Phone Number:

(563) 920-3281

Taxpayer Information:

✓ **Return Address:**

Michael Bahrend, 26752 Jigsaw Road, Garnavillo, IA 52049

Grantors:

See Page2

Grantee:

See Page 2

Legal Description:

See Pages 5 & 6

Document or instrument number if applicable:

EASEMENT AGREEMENT

This Agreement made and entered into by and between Michael H. and Penny L. Frey, hereinafter called "Grantor", and SMT Pork, LLC, hereinafter called "Grantee".

NOW THEREFORE, it is agreed as follows:

1. Grant of Easement. Grantor hereby grants, conveys and transfers to Grantee a continuing easement to apply livestock waste on the real estate described on attached Exhibit A, all in accordance with the terms of this easement.
2. Grant of Right to Apply Manure and effluent. Grantee, its agents, representatives, employees, independent contractors, successors and assigns shall have the right to enter onto the real estate described on attached Exhibit "A", for the purposes of applying livestock waste at a rate not in excess of those provided for by the regulations promulgated by the State of Iowa.
3. Time of Application. Application shall be permitted after crops are harvested in any calendar year during the term of this easement and up until the time of planting the following spring.
4. Spring Application. If spring application is done, Grantee, its successors and assigns shall use reasonable efforts to apply the waste in spring in such a fashion as to avoid soil compaction in the event wet soil conditions are present.
5. Term of Agreement. This Agreement shall remain in effect as long as Grantee is operating a hog confinement facility on real estate described on Exhibit "B" attached hereto. In the event that Grantee discontinues using the facility located on Exhibit "B" this easement shall terminate and expire.
6. Method of Application. Any manure and effluent spread onto the real estate described on the attached "Exhibit "A", shall be applied in accordance with the following provisions:
 - A. Any and all application of manure and effluent or other waste shall be done in a good and businesslike manner, taking into account weather conditions, soil conditions and time of year, also as to reduce any odor that might emanate from such manure and effluent application.

- B. The application of such manure and effluent and other waste shall be done in accordance with the other applicable statutes, rules and regulations relating to such acts and practices.
7. Notice. All notices under this Agreement shall be in writing and delivered personally or mailed, postage pre-paid, addressed to the parties at their last known address.
8. Cost of Application. Grantor shall pay all costs for applying the manure on its property, described on Exhibit "A", including charges and fees by custom application. If Grantee applies the waste, Grantor shall pay Grantee the costs for the application, which shall be based on the market rate in the industry for custom applicators. Grantor shall pay said cost in a timely manner.
9. This agreement shall be binding on the parties, their heirs, successors and assigns.
10. This agreement supersedes and replaces the Easement Agreement recorded March 16, 2009 in Book 2009, Page 756 in the office of the Madison County Recorder.

Dated this 26 day of Dec, 2013

Michael H. Frey
Michael H. Frey

Penny L. Frey
Penny L. Frey

SMT Pork, LLC

Michael Behrend
By Michael Behrend

STATE OF IOWA, COUNTY OF Madison

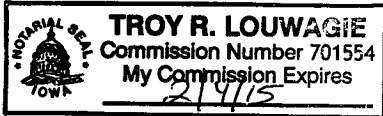
This instrument was acknowledged before me on this 28th day of December 2013, by Michael H. and Penny L. Frey.




Anne M Cooper
Notary Public in and for said State of Iowa

STATE OF IOWA, COUNTY OF Linn

This instrument was acknowledged before me on this 28 day of Dec, 2013 by
Michael Behrend
as Manager
of SMT PORK, LLC.





Troy R. Louwagie, Notary Public

EXHIBIT "A"

The West Half ($\frac{1}{2}$) of the Southwest Quarter ($\frac{1}{4}$) of Section Twenty-seven (27), excepting therefrom a parcel described as beginning at the Southwest corner of the Southwest Quarter ($\frac{1}{4}$) and running thence East 568 feet, thence North 287 feet, thence West 568 feet, thence South 287 feet to the point of beginning, AND the West Half ($\frac{1}{2}$) of the East Half ($\frac{1}{2}$) of the Southwest Quarter ($\frac{1}{4}$) of Section Twenty-seven (27), AND EXCEPT Parcel "A" of the Northwest Quarter ($\frac{1}{4}$) of the Southwest Quarter ($\frac{1}{4}$) of Section Twenty-seven (27), Township Seventy-six (76) North, Range Twenty-nine (29) West of the 5th P.M., Madison County, Iowa, as shown in the Plat of Survey recorded in Book 2007, Page 4226 of the Recorder's Office of Madison County, Iowa, All in Township Seventy-six (76) North, Range Twenty-nine (29) West of the 5th P.M., Madison County, Iowa

EXHIBIT "B"

Parcel "A" of the Northwest Quarter (NW¼) of the Southwest Quarter (SW¼) of Section Twenty-seven (27), Township Seventy-six (76) North, Range Twenty-nine (29) West of the 5th P.M., Madison County, Iowa, as shown in the Plat of Survey recorded in Book 2007, Page 4226 of the Recorder's Office of Madison County, Iowa
