

BK: 2016 PG: 3047  
Recorded: 10/13/2016 at 11:21:11.0 AM  
Fee Amount: \$47.00  
Revenue Tax:  
LISA SMITH RECORDER  
Madison County, Iowa

Prepared by/Return To: Adam C. Van Dike, 666 Grand Avenue, Suite 2000, Des Moines, IA 50309 (515) 242-2400

### MANURE EASEMENT AGREEMENT

16 THIS MANURE EASEMENT AGREEMENT (“**Agreement**”), entered into effective as of the day of August, 2016, between Michael L. and Teresa Thompson, husband and wife (“**Grantor**”), and Hidden Valley Farms, Inc., an Iowa corporation (“**Grantee**”).

WHEREAS, **Grantee** or its assigns desire to apply hog manure from **Grantee’s** hog confinement facility (the “**Hog Farm**”) located on certain property of **Grantee**, the legal description of which has been attached as Exhibit “A” (“**Grantee’s Land**”), on certain property of **Grantor**, the legal description of which has been attached hereto as Exhibit “B” (“**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, **Grantor’s** conveyance of **Grantee’s Land** to **Grantee**, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. **Recitals; Consideration.** The foregoing recitals and attached Exhibits “A” and “B” are hereby incorporated by this reference. In addition to other consideration, the parties expressly agree and acknowledge that consideration for this **Agreement** includes the transfer of **Grantor’s Land** to **Grantee** for the construction of the **Hog Farm**. As part of the consideration for this Manure Easement Agreement **Grantor** shall have the exclusive right to any or all manure produced at the **Hog Farm** for application to **Grantor’s Land** for term of this **Agreement**. This right shall benefit **Grantor’s Land**, shall run with the land and shall bind future owners of **Grantee’s Hog Farm**. If **Grantor** does not intend to use all of the manure on its land it shall notify **Grantee** of the same.

2. **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**”). The **Easement** shall run with the land and bind all future titleholders to **Grantor’s Land** and shall benefit the **Hog Farm**. **Grantor’s Land** consists of approximately 511 ~~XXXXX~~ acres on which manure can be applied by **Grantee** (or **Grantor** as provided herein). The **Easement** shall be for the purpose of applying manure only from the **Hog Farm** to **Grantor’s Land**. Notwithstanding, **Grantee** shall not be permitted to apply manure to **Grantor’s Land** unless **Grantor** fails to remove and apply the hog manure as set forth in this **Agreement**.

**3. Term and Termination.** This **Agreement** shall continue in full force and effect for an initial term of twenty (20) years from the date hereof and shall continue thereafter for so long as the **Hog Farm** remains in operation except that either **Grantor** or **Grantee** may terminate the agreement twenty (20) years after its commencement provided a one (1) year's notice of intent to terminate is provided. A temporary cessation of the Hog Farm will not terminate the agreement. Commencement for purposes of the twenty (20) year period shall be deemed to occur September 1, 2016.. This **Agreement** may not be otherwise terminated except by written agreement, signed by the parties hereto, or their successors, assigns or personal representatives, as applicable.

**4. Manure Application by Grantor; Soil Testing.** During the term of this **Agreement**, **Grantor** agrees to apply all manure produced by **Grantee's Farm to Grantor's Land**, or to other land for which an written easement or license in favor of **Grantee** for the application of manure is first obtained by **Grantor** ("**Third Party Land**"), all at no cost or expense to **Grantee**. **Grantor** agrees to either arrange for the application of such manure by third parties or to provide all equipment, management, labor, fuel and supplies to apply such manure. **Grantee**, at its expense, will obtain a sample of manure each application season and supply the results of such tests, including maximum application rates, to **Grantor**. During any application period, **Grantor** will have 24-hour access to the **Hog Farm** during the application process. **Grantor** acknowledges that all manure from the **Hog Farm** must be applied by **Grantor**, whether to **Grantor's Land** or to **Third Party Land**, in accordance with applicable law, rules and regulations, and specifically that such manure application must comply with the reasonable requirements of **Grantee's** manure or other nutrient management plan(s), and that **Grantor** must maintain application records as required by **Grantee** and provide such records to **Grantee** after each application period (collectively, the "**Legal Requirements**"). At no time should **Grantor's** manure application cause the discharge of manure into the waters of the State of Iowa or into tile lines that discharge directly into the waters of the State of Iowa. **Grantor** shall not, nor permit any hired applicator or employee to, surface apply manure other than in the event of an emergency. **Grantor** shall follow, or shall cause its hired applicator or employee to follow, **Grantee's reasonable** written recommendations and requirements regarding the securing and ventilation of buildings during the agitation of pits so as to minimize risks to humans and livestock. **Grantor** shall not be liable for the death of hogs during the manure removal process, unless the death(s) was caused by the negligence of **Grantor** or their employees, agents or subcontractors. **Grantor** and **Grantor's** employees (but only if **Grantor** or **Grantor's** employees will be applying manure) or hired applicators will be trained and certified in the application of swine nutrients as required by Iowa law, and will have all necessary permits for manure application. **Grantor** is responsible for performance of work by its employees, agents or its subcontractors, and **Grantor** agrees to bind any subcontractors to all provisions of this **Agreement**. Each party agrees to indemnify and hold the other harmless from any loss, claim, damages, civil penalties, attorneys' fees or costs which arise from the failure of such party to perform their responsibilities under this **Agreement** or from the claims of any third parties as a result of the actions or inactions of either party, which agreement shall survive the termination or completion of this **Agreement**.

Subject to the approval from time to time by the person, if any, utilizing the **Hog Farm** for the production of its hogs, **Grantor** shall have the right, but not the obligation, in **Grantor's** sole discretion and at **Grantor's** expense, to have a product added or applied to manure in the manure storage pits at the **Hog Farm**. Any such addition or application shall, unless otherwise agreed by **Grantee**, be carried out by **Grantee's** employees or contractors that manage the **Hog Farm** following the reasonable directions of **Grantor**. **Grantee** shall not charge a fee to **Grantor** for adding product to manure.

**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. **Grantor** acknowledges that Iowa law requires that each parcel of land to which manure is applied be evaluated under the Iowa phosphorus index prior to manure application. In order to generate a

phosphorus index the Iowa DNR requires soil samples at a minimum of 10 acre grids or less. **Grantor** shall supply **Grantee** with current soil samples (less than 4 years old) of at least 10 acre grids or less and then again every 4 years to continue manure application on **Grantor's Land**. If **Grantor** fails to supply the required soil samples, then **Grantor**: (a) shall grant **Grantee** or its representatives access to **Grantor's Land** to obtain such samples and (b) agrees to pay **Grantee** for all of **Grantee's** costs incurred in obtaining such soil samples and in having such samples analyzed.

**5. Application of Manure.** If **Grantor** fails to apply manure as required by paragraph 4, **Grantee** may provide for application of manure to **Grantor's Land**, whether by **Grantee** or by third parties hired by **Grantee**. **Grantor** shall have the exclusive right to any or all manure produced at the **Hog Farm** for application to **Grantor's Land**, as such term may be amended from time to time. 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 **Grantor** for any application period in which **Grantor** is applying or is causing to be applied manure from the **Hog Farm** under paragraph 4, above. For any manure application period in which **Grantor** does not apply or causing to be applied such manure as provided under paragraph 4, above, such credits or benefits shall be the sole property of **Grantee**. If **Grantee** applies manure, **Grantee** shall apply manure on **Grantor's Land** at such time and frequency as **Grantee** may reasonably determine. If manure is to be applied other than between October 15 to December 31 of any year, **Grantee** shall first obtain the written consent of **Grantor** to apply such manure, which consent shall not be unreasonably withheld. **Grantor** further agrees that if during the period of this **Agreement**, it is determined by an independent source (e.g., ISU Extension) that a build-up of nutrients or trace elements has occurred which has become significantly detrimental to crop production, **Grantee** will suspend the spreading of manure until the build-up has been reduced to levels not significantly detrimental to crop production; provided, however, such suspension will not result in a termination of this **Agreement**.

**6. Warranties of Grantor.** **Grantor** warrants that **Grantor** has title to and the unrestricted right to convey the **Easement**. **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, and 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 from the **Hog Farm** 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 and expense, with any party so responsible hereby agreeing to indemnify and hold the non-responsible party, and the non-responsible party's agents, employees, successors and assigns, harmless from and against any claim, damage or expense (including reasonable attorneys' fees) arising from or related to any accident, injury or death of any person, or damage or destruction of property, arising from or in connection with the responsible party's use of the **Easement**. Such indemnification shall survive the termination of this **Agreement**.

**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, assigns and personal representatives. If any provision of this Agreement is held invalid, the remaining provisions 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 neuter gender according to the context.

**12. Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original for all purposes and all of which together shall constitute one and the same instrument.

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

GRANTOR

GRANTEE

*Michael L. Thompson*  
\_\_\_\_\_  
Michael L. Thompson

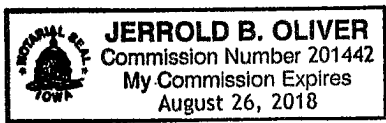
Hidden Valley Farms, Inc.  
By: *Debra Hansen*  
\_\_\_\_\_  
DEBRA HANSEN

*Teresa Thompson*  
\_\_\_\_\_  
Teresa Thompson

Its: PRESIDENT

STATE OF IOWA        )  
                                  ) SS:  
COUNTY OF POLK    )

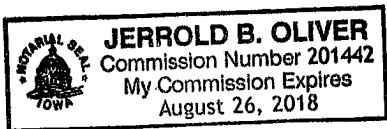
On this 16 day of August, 2016, before me, the undersigned, a Notary Public in and for said State, personally appeared Michael L. Thompson, to me personally known, who being by me duly sworn, who executed the within and foregoing instrument; and acknowledged the execution of the foregoing instrument to be his voluntary act and deed.



*Jerrold B. Oliver*  
\_\_\_\_\_  
NOTARY PUBLIC IN AND FOR SAID STATE

STATE OF IOWA        )  
                                  ) SS:  
COUNTY OF POLK    )

On this 16 day of August, 2016, before me, the undersigned, a Notary Public in and for said State, personally appeared Teresa Thompson, to me personally known, who being by me duly sworn, who executed the within and foregoing instrument; and acknowledged the execution of the foregoing instrument to be her voluntary act and deed.



*Jerrold B. Oliver*

NOTARY PUBLIC IN AND FOR SAID STATE

STATE OF IOWA )  
 ) SS:  
COUNTY OF POLK )

On this 17<sup>th</sup> day of August, 2016, before me, the undersigned, a Notary Public in and for said State, personally appeared DUBRA HANSEN, to me personally known, who being by me duly sworn, did say that she is the PRESIDENT of Hidden Valley Farms, Inc., executing the within and foregoing instrument; that the within and foregoing instrument was signed on behalf of the company by authority of its Board of Directors; and that DUBRA HANSEN, as PRESIDENT, acknowledged the execution of the foregoing instrument to be the voluntary act and deed of the company, by it and by ~~her~~ voluntarily executed.

*[Signature]*

NOTARY PUBLIC IN AND FOR SAID STATE

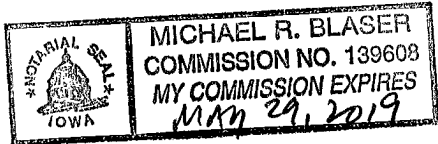


Exhibit "A"  
**Grantee's Land – Legal Description**

Parcel B as described in the Plat of Survey filed July 8, 2016 in Book 2016, Page 1945, being a part of the Southeast quarter of the Southwest quarter (SE  $\frac{1}{4}$  SW  $\frac{1}{4}$ ) of Section 3, Township 74 North, Range 29 West of the 5<sup>th</sup> P.M., Madison County, Iowa.

Exhibit "B"  
**Grantor's Land**

The land upon which the manure shall be applied is as follows:

337 tillable acres  
82 acres of hay land  
92 acres of pasture

See list of land attached hereto.



[Home](#)  
 [Our County](#)  
 [Info & Resources](#)  
 [Real Estate Inquiry](#)  
 [County Departments](#)  
 [Election Info](#)  
 [Other Sites](#)

## Quick Links

- [Welcome to Madison County!](#)
- [Public Notices](#)
- [Where Do I Go To...?](#)
- [County Department Directory](#)
- [Renew Your Vehicle Tags](#)
- [Election Info](#)
- [Service Center](#)
- [Visit Our Communities!](#)
- [County Photo Album](#)
- [Emergency Resources](#)
- [Frequently Asked Questions](#)
- [Pay Your Taxes On-Line](#)
- [Madison County Chamber of Commerce](#)
- [Madison County Development Group](#)

**Courthouse Hours:**  
**Monday-Friday**  
**8:00AM to 4:30PM**



[Real Estate](#)



[Recorder](#)



[Tax Sale](#)



[Beacon Plat Map](#)



[Appraisal Data](#)

[Alternate web site](#)

## Inquire by Owner Identifier

**Owner Identifier: 005910610**

**Name** Thompson, Michael L & Teresa  
**Name**  
**Address** 1360 290th Street  
**Address**  
**City and State** Macksburg , IA

| Parcel ID              | Type | Sec/Twp/Rng | Legal Description | House # | Street   | City      |
|------------------------|------|-------------|-------------------|---------|----------|-----------|
| 600-600121946000000-00 | DED  | 019 075 029 | FRL SW NW         |         |          |           |
| 600-600121948000000-00 | DED  | 019 075 029 | SE NW             |         |          |           |
| 600-600121964000000-00 | DED  | 019 075 029 | FRL NW SW         |         |          |           |
| 600-600121966000000-00 | DED  | 019 075 029 | FRL SW SW         |         |          |           |
| 630-630130362000000-00 | DED  | 003 074 029 | NE SW             |         |          |           |
| 630-630130364000000-00 | DED  | 003 074 029 | NW SW             |         |          |           |
| 630-630130366000000-00 | DED  | 003 074 029 | SW SW             |         |          |           |
| 630-630130368010000-00 | DED  | 003 074 029 | PAR B 4.99        | 1349    | 290TH ST | MACKSBURG |
| 630-630130368020000-00 | DED  | 003 074 029 | SE SW EX PAR B    |         |          |           |

Information current through close of business 08/11/2016  
[Questions or Comments on Displayed Information](#)

[\[Real Estate\]](#)

[\[Recorder\]](#)

[\[Tax Sale\]](#)

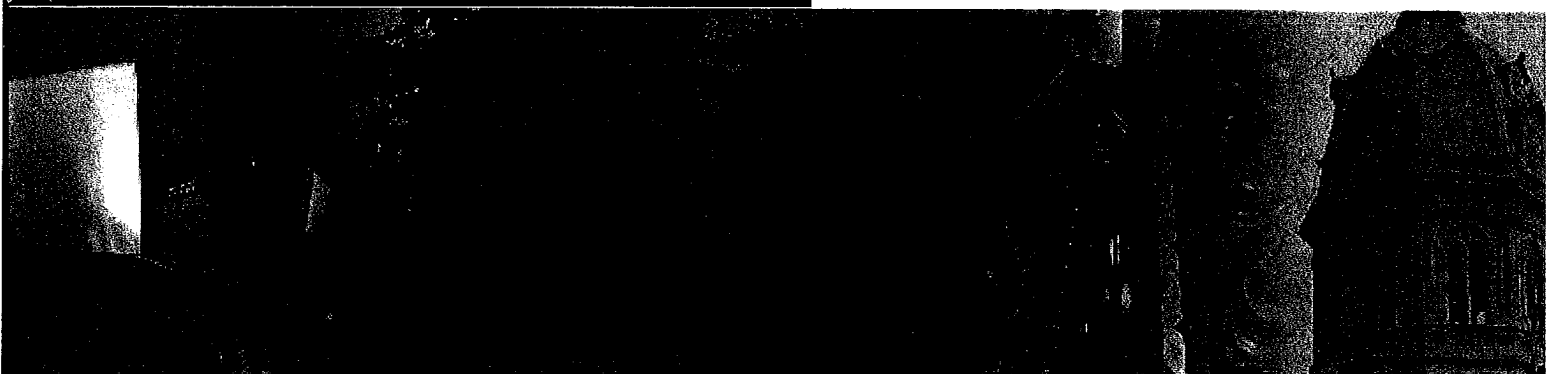
[\[Plat Map\]](#)

[\[Appraisal Data\]](#)

This site designed, developed, hosted and maintained by [Solutions, Inc.](#)

Disclaimer: Every effort is made to insure accurate information is posted to this site. However, Madison County does not warrant or guarantee the accuracy, reliability or timeliness of the content on this site or content which is referenced by or linked to this site. Redistribution of data from this site for commercial purposes is prohibited.





[Home](#)  
 [Our County](#)  
 [Info & Resources](#)  
 [Real Estate Inquiry](#)  
 [County Departments](#)  
 [Election Info](#)  
 [Other Sites](#)

## Quick Links

- Welcome to Madison County!
- Public Notices
- Where Do I Go To...?
- County Department Directory
- Renew Your Vehicle Tags
- Election Info
- Service Center
- Visit Our Communities!
- County Photo Album
- Emergency Resources
- Frequently Asked Questions
- Pay Your Taxes On-Line
- Madison County Chamber of Commerce
- Madison County Development Group

**Courthouse Hours:**  
**Monday-Friday**  
**8:00AM to 4:30PM**



[Real Estate](#)



[Recorder](#)



[Tax Sale](#)



[Beacon Plat Map](#)



[Appraisal Data](#)

[Alternate web site](#)

## Inquire by Owner Identifier

**Owner Identifier: 005910600**

**Name** Thompson, Michael L & Teresa S  
**Name**  
**Address** 1360 290 St  
**Address**  
**City and State** Macksburg , IA

| Parcel ID              | Type | Sec/Twp/Rng | Legal Description | House # | Street   | City      |
|------------------------|------|-------------|-------------------|---------|----------|-----------|
| 600 600121926000000 00 | DED  | 019 075 029 | SW NE             |         |          |           |
| 600 600121962000000 00 | DED  | 019 075 029 | NE SW             |         |          |           |
| 600 600121968000000 00 | DED  | 019 075 029 | SE SW             |         |          |           |
| 600 600121984000000 00 | DED  | 019 075 029 | NW SE             |         |          |           |
| 600 600121986000000 00 | DED  | 019 075 029 | SW SE             |         |          |           |
| 630 630131024000000 00 | DED  | 010 074 029 | NW NE             | 1360    | 290TH ST | MACKSBURG |
| 630 630131026010000 00 | DED  | 010 074 029 | N1/2 SW NE        |         |          |           |
| 630 630131042000000 00 | DED  | 010 074 029 | NE NW             |         |          |           |
| 630 630131044000000 00 | DED  | 010 074 029 | NW NW             |         |          |           |
| 630 630131046000000 00 | DED  | 010 074 029 | SW NW             |         |          |           |
| 630 630131048000000 00 | DED  | 010 074 029 | SE NW             |         |          |           |

Information current through close of business 08/11/2016  
[Questions or Comments on Displayed Information](#)

[\[Real Estate\]](#)

[\[Recorder\]](#)

[\[Tax Sale\]](#)

[\[Plat Map\]](#)

[\[Appraisal Data\]](#)

This site designed, developed, hosted and maintained by [Solutions, Inc.](#)

Disclaimer: Every effort is made to insure accurate information is posted to this site. However, Madison County does not warrant or guarantee the accuracy, reliability or timeliness of the content on this site or content which is referenced by or linked to this site. Redistribution of data from this site for commercial purposes is prohibited.