

Prepared by and return to: Jaime Keninger, 824 Brooks Road, Iowa Falls, IA 50126 Telephone: 641-648-4479

MANURE EASEMENT AGREEMENT

THIS MANURE EASEMENT AGREEMENT ("Agreement"), entered into the 15 day of March, 2019, between Curt Sandahl Revocable Trust and Andree Sandahl Revocable Trust ("Grantors") and Edgewater Farms, LLC, an Iowa limited liability company 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 approximately _____ acres on which manure can be applied by Grantee.

2. **Term and Termination.** This Agreement shall continue in full force and effect for an initial term of 20 years from the date 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: (a) 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 **Grantors** 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 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 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.

Exhibit "A"
Grantor's Land – Legal Description

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

GRANTOR

GRANTEE

Curt Sandahl Revocable Trust

Edgewater Farms, LLC

By: x *Curt Sandahl*
 Curt Sandahl, Trustee

By: *[Signature]*
Natalie Johnson, Manager

Andree Sandahl Revocable Trust

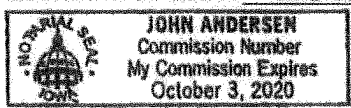
By: x *[Signature]*
 Andree Sandahl, Trustee

STATE OF Iowa)
) SS:
 COUNTY OF Madison)

On this 15 day of March, 2019, before me, the undersigned, a Notary Public in and for said State, personally appeared Curt Sandahl, who is Trustee of the Curt Sandahl Revocable Trust, in his capacity as Trustee, and acknowledged that he executed the same as the voluntary act and deed of Curt Sandahl Revocable Trust, the same as their voluntary act and deed.

[Signature]
 Notary Public in and for the State of Iowa

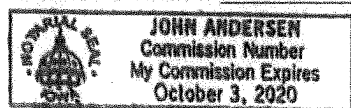
STATE OF Iowa)
) SS:
 COUNTY OF Madison)



On this 15 day of March, 2019, before me, the undersigned, a Notary Public in and for said State, personally appeared Andree Sandahl, who is Trustee of the Andree Sandahl Revocable Trust, in her capacity as Trustee, and acknowledged that she executed the same as the voluntary act and deed of Andree Sandahl Revocable Trust, the same as their voluntary act and deed.

[Signature]
 Notary Public in and for the State of IOWA

STATE OF IOWA)
) SS:
 COUNTY OF Polk)



On this 28 day of March, 2019, before me, the undersigned, a Notary Public in and for said State, personally appeared Natalie Johnson, who is Manager of Edgewater Farms, LLC, in his/her capacity as Manager, and acknowledged that he/she executed the same as the voluntary act and deed of Edgewater Farms, LLC, the same as his/her voluntary act and deed.

[Signature]
 Notary Public in and for the State of Iowa

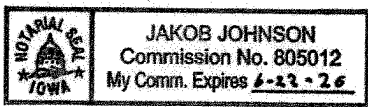


Exhibit "A"
Grantor's Land – Legal Description

The East Ten (10) acres of the Northeast Quarter (NE $\frac{1}{4}$) of the Southwest Quarter (SW $\frac{1}{4}$) and the South Fifteen (15) acres of the Northwest Quarter (NW $\frac{1}{4}$) of the Southeast Quarter (SE $\frac{1}{4}$) and the North Ten (10) acres of the Southwest Quarter (SW $\frac{1}{4}$) of the Southeast Quarter (SE $\frac{1}{4}$) of Section Five (5), in Township Seventy-four (74) North, Range Twenty-eight (28) West of the 5th P.M., Madison County, Iowa.

Southeast Quarter (SE $\frac{1}{4}$) of Section Seven (7), in Township Seventy-four (74) North, Range Twenty-eight (28) West of the 5th P.M., Madison County, Iowa.

Northeast Quarter (NE $\frac{1}{4}$) and the Northeast Quarter (NE $\frac{1}{4}$) of the Southeast Quarter (SE $\frac{1}{4}$) of Section Eighteen (18), in Township Seventy-four (74) North, Range Twenty-eight (28) West of the 5th P.M., Madison County, Iowa.

North Half (N $\frac{1}{2}$) of Section Seventeen (17), in Township Seventy-four (74) North, Range Twenty-eight (28) West of the 5th P.M., Madison County, Iowa.

The East Half ($\frac{1}{2}$) of the Southeast Quarter ($\frac{1}{4}$) of Section Eight (8) AND a tract described as follows: Commencing at the Northwest corner of the Southwest Quarter ($\frac{1}{4}$) of the Southwest Quarter ($\frac{1}{4}$) of Section Nine (9), and running thence South 80 rods, thence East 80 rods, thence in a Northwesterly direction on a straight line to place of beginning; ALL in Township Seventy-four (74) North, Range Twenty-eight (28) West of the 5th P.M., Madison County, Iowa; EXCEPT Commencing at the Southwest corner of the East Half ($\frac{1}{2}$) of the Southeast Quarter ($\frac{1}{4}$) of said Section Eight (8), running thence North along the West line of said 80 acre tract for a distance of approximately 78 rods to the point where the West line of said 80 acre tract crosses the main channel of Clanton Creek, thence South and East along the center of the channel of Clanton Creek to the point where the center of the channel of Clanton Creek crosses a line drawn from the Northwest corner to the Southeast corner of the Southwest Quarter ($\frac{1}{4}$) of Southwest Quarter ($\frac{1}{4}$) of Section Nine (9), Township Seventy-four (74) North, Range Twenty-eight (28) West of the 5th P.M.; thence Southeast along said line to the Southeast corner of said Southwest Quarter ($\frac{1}{4}$) of the Southwest Quarter ($\frac{1}{4}$), thence West along the South line of said Sections Nine (9) and Eight (8) to the point of beginning, containing in all approximately 17 acres, subject to easements of record; AND EXCEPT Parcel "A", located in the Northeast Quarter ($\frac{1}{4}$) of the Southeast Quarter ($\frac{1}{4}$) of said Section Eight (8), containing 5.055 acres as shown in Plat of Survey filed in Book 2, Page 654 on March 20, 1996, in the Office of the Recorder of Madison County, Iowa

AND

Southwest Quarter (SW $\frac{1}{4}$) and the West Half (W $\frac{1}{2}$) of the Northwest Quarter (NW $\frac{1}{4}$) of the Southeast Quarter (SE $\frac{1}{4}$) and the Southwest Quarter (SW $\frac{1}{4}$) of the Southwest Quarter (SW $\frac{1}{4}$)

of the Southeast Quarter (SE 1/4) of Section Eight (8); ALL in Township Seventy-four (74) North, Range Twenty-eight (28) West of the 5th P.M., Madison County, Iowa

AND

The North Half (1/2) of the Southwest Quarter (1/4) and all that part of the Southwest Quarter (1/4) of the Southwest Quarter (1/4) lying and being North and East of a straight line drawn from the Northwest corner of said 40-acre tract to the Southeast corner thereof, EXCEPT that part thereof lying South and East of the center of Clanton Creek, in Section Nine (9) in Township Seventy-four (74) North, Range Twenty-eight (28) West of the 5th P.M., Madison County, Iowa, AND EXCEPT Parcel "A" located in the Northwest Quarter (1/4) of the Southwest Quarter (1/4) of said Section Nine (9), containing 13.295 acres, as shown in Plat of Survey filed in Book 2, Page 540 on January 26, 1995, in the Office of the Recorder of Madison County, Iowa