

Instr. Number: 2022-00000218
Ringgold County, Iowa
Kisha Martin - Recorder
Recorded: 2/14/2022 at 10:28:09.0 AM
County Recording Fee: \$22.00
Iowa E-Filing Fee: \$3.00
Combined Fee: \$25.00
Revenue Tax:
BK: 540 PG: 111

Prepared by and return to: Jaime Keninger, P.O. Box 400, Iowa Falls, IA 50126 Telephone: 641-648-4479

MANURE EASEMENT AGREEMENT

THIS MANURE EASEMENT AGREEMENT ("Agreement"), entered into the 1st day of November, 2021, between Paul & Nancy Dykstra, from Kellerton, Iowa ("Grantor") and Red Owl Farms II 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 193 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 Twenty (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.

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

GRANTOR

GRANTEE

Paul Dykstra LKD 6466

Red Owl Farms II, LLC

Print Name: Paul Dykstra

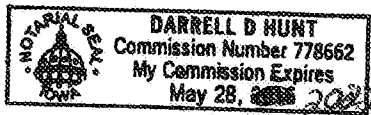
By: Jeffrey Hansen
Jeffrey Hansen, Manager

Nancy Klein Dykstra

Print Name: Nancy Klein Dykstra

STATE OF Iowa)
COUNTY OF Polk) SS:

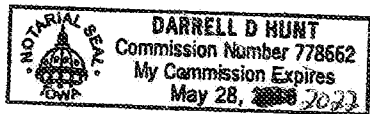
On this 1st day of November, 2021, before me, the undersigned, a Notary Public in and for said State, personally appeared Paul & Nancy Dykstra, who ~~is~~ are Owners and in his/her capacity as Owners and acknowledged that he/she executed the same as the voluntary act and deed of Paul & Nancy Dykstra, the same as his/her voluntary act and deed.



Darrell D. Hunt
Notary Public in and for the State of Iowa

STATE OF IOWA)
COUNTY OF Polk) SS:

On this 5th day of November, 2021, before me, the undersigned, a Notary Public in and for said State, personally appeared Jeffrey Hansen, who is Manager of Red Owl Farms II, LLC, in his/her capacity as Manager, and acknowledged that he/she executed the same as the voluntary act and deed of _____, LLC, the same as his/her voluntary act and deed.



Darrell D. Hunt
Notary Public in and for the State of Iowa

Exhibit "A"
Grantor's Land - Legal Description

- 80 acres located in the N $\frac{1}{2}$ of the NE $\frac{1}{4}$
of Section 35, T-68-N R-28-W of
Athens Plat in Ringgold County
- 113 acres located in the S $\frac{1}{2}$ and the NE $\frac{1}{4}$ $\frac{1}{4}$
of the SE $\frac{1}{4}$ of Section 26, T-68-N
R-28-W of Athens Plat in Ringgold County