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Daneen Schindler, RECORDER/REGISTRAR
DELAWARE COUNTY IOWA

AGREEMENT

Recorder's Cover Sheet

Preparer Information: (name, address and phone number)

Janette S. Voss
VOSS LAW FIRM, PLC
301 E. Main,
Anamosa IA 52205
319-462-4935

Taxpayer Information: (name and complete address)

Sheppard Family Farm, Inc.
Steven J. Sheppard, President
2120 330th St.
Coggon, IA 52218

Return Document To: (name and complete address)

Sheppard Family Farm, Inc.
Steve J. Sheppard, President
2120 330th St.
Coggon, IA 52218

Grantors:

Steve J. Sheppard, President of Sheppard Family Farm, Inc.

Grantees:

William Havertape, Manager/Member of Lime Creek Feeders LLC

Legal Description:

See Exhibit A on Page 6

Document or instrument number of previously recorded documents:

N/A

AGREEMENT

Land Owner/Farmer: Sheppard Family Farm, Inc. (hereinafter "Sheppard")

Hog Facility Operator/Owner: Lime Creek Feeders, LLC (hereinafter "Lime Creek")

In consideration of the mutual covenants and promises contained herein, the parties hereby expressly agree as follows:

1. Easements: Lime Creek owns Parcel 2019-53 Part of the SE $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 28, T87N, R5W of the Fifth P.M., Delaware County, Iowa, according to plat recorded in Book 2019, Page 1947 (hereinafter "Parcel 2019-53"). Sheppard owns all of the land adjoining Parcel 2019-53 on Parcel 2019-53's western, northern and eastern boundaries. A copy of the Plat of Survey and legal description of the lot and the land on the western, northern and eastern boundaries of Parcel 2019-53 is set forth on Exhibit A, attached. Lime Creek grants to Sheppard an easement across its property as described on Exhibit A as set forth in the paragraphs below.
2. Manure Rights. Sheppard shall be entitled to the manure generated by Lime Creek's operations on Parcel 2019-53 at no cost. The parties understand and agree that Sheppard's right to take the manure is an obligation imposed upon Sheppard and not an option. Sheppard shall take all of the manure and compost material generated by Lime Creek on Parcel 2019-53. Sheppard shall accept the manure and shall dispose of it by proper and lawful methods. Sheppard shall apply said manure on his farmland at his sole cost. Alternatively, Sheppard may apply said manure at alternate sites at his sole discretion at his sole cost. Except in the event of the sale of Sheppard's surrounding farm, this obligation is exclusive and non-transferable and said right belongs to Sheppard. Sheppard shall pay for all costs associated with the pumping, hauling and application of the manure.

3. Grant of Easements for Manure Removal: Sheppard shall remove the manure generated by Lime Creek's operations on Parcel 2019-53 in a timely manner. The manure and compost materials shall be applied to Sheppard's land in accordance with the Manure Management Plan required by the State of Iowa and the Iowa Department of Natural Resources. Sheppard agrees to apply appropriate rates based on DNR rules, soil analysis, manure analysis and crop plan. It is anticipated that manure will be removed once or twice per year at Sheppard's expense. Manure shall be applied only after the harvest of the crop in the fall or prior to the planting of the crop in the spring. The application of the manure shall not interfere with the growing and harvesting of a crop.

Lime Creek hereby grants to Sheppard an easement across Parcel 2019-53 for as long as animals are located at the site, for the purposes of collecting compost, animal manure, and animal by-products, excluding non-composted animal and animal parts. Sheppard shall have an easement, including the right of entrance and exit, along and upon the driveway of Lime Creek for the purpose of bringing and maintaining equipment for collection of the manure and for Sheppard's vehicles, semitrucks and farm implements used in connection with his farming operation. Sheppard's use of the easement shall not interfere with Lime Creek's operations. Lime Creek shall not push or move any snow from Parcel 2019-53 onto the adjoining real estate owned by Sheppard. Sheppard shall have access to an electrical outlet on Lime Creek's property to enable Sheppard to have electrical service to assist him in manure removal or assisting Sheppard with his farming operations. Lime Creek hereby gives an easement to Sheppard for access to and use of the electrical outlet.

Sheppard shall also have an easement to a water spigot/hose bib on the outside of Lime Creek's building for Sheppard's use to enable Sheppard to have access to water as needed from time to time. Lime Creek hereby gives an easement to Sheppard for access to and use of the spigot/bib.

4. Manure Management Plan: The parties understand and agree that a Department of Natural Resources/State of Iowa "Manure Management Plan" is required. The parties shall cooperate and communicate in order to stay in annual compliance with the Plan. Sheppard's rights to the manure are contingent upon continuing cooperation with Lime Creek and Sheppard's compliance with DNR/State of Iowa manure management rules.
5. Covenant Running with the Land: In the event Lime Creek assigns, sells or conveys its interest in the hog facility, this Agreement shall be construed as a covenant running with the land and this Agreement shall be binding on Lime Creek's heirs, successors in interest and assigns. In the event Sheppard sells, assigns or conveys his interest in his surrounding land, the Manure Disposal Agreement may be assigned to his successor in interest or Sheppard may retain the Manure Disposal Agreement along with its obligations. Lime Creek warrants that it is the sole Owner of Parcel 2019-53 and it has the authority to grant the terms of this entire agreement described herein. Sheppard warrants it is the sole owner of the surrounding farmland and has the authority to enter into this Agreement. This Agreement shall be binding upon and shall inure to the benefit of both parties and their respective successors in interest, heirs, assigns and legal

representatives. This Agreement shall be binding upon the parties for a term of 25 years from the signing date unless mutually amended or canceled by both parties herein. In case of amendment or cancelation, Lime Creek shall retain as its own the property the land described on Exhibit "A" as Parcel 2019-53.

6. Releases/Waivers: Both parties agree to sign any forms, releases or waivers that may be necessary, appropriate or helpful to carry out the terms and conditions of this Agreement. Furthermore, the parties agree to cooperate and communicate regarding releases for FSA or NRCS information that may be necessary to complete the Required Nutrient Management Plans and/or Nutrient Plan Writer.

7. Right of First Refusal: In the event Lime Creek decides to sell or convey real estate described in Exhibit "A" and the hog confinement operation contained thereon, Sheppard shall have the first option to purchase said real estate and operation. Lime Creek shall provide Sheppard a written notice that it plans to sell the hog confinement operation, building and the land it sits upon, and the specific terms of any existing bona fide offer or offers. Sheppard shall be given the opportunity to match any existing offer or offers. Sheppard shall have ten (10) days from service of the notice to exercise his option in writing and shall have Sixty (60) days in which to close upon Lime Creek's land and building. In the event Sheppard fails to exercise the option within ten (10) days or fails to close within sixty (60) days of Lime Creek's acceptance of the offer, the Right of First Refusal in Sheppard's favor shall be null and void and Lime Creek shall have full power and authority to convey to any third person or persons.

Dated and approved this 28 day of Apr, 2025.

Lime Creek Feeders LLC

LCF By Bill [Signature]

By: William Havertape, Manager/Member

STATE OF IOWA, COUNTY OF DELAWARE: ss

Subscribed and sworn to before me on this 28 day of Apr, 2025, by William Havertape, as Manager/Member of Lime Creek Feeders LLC.

Katie A. Hubbard



Notary Public in and for the State of Iowa

Dated and approved this 29 day of Apr, 2025.

Sheppard Family Farm, Inc:

Sheppard Family Farm, Inc. by [Signature] President

By: Steven J. Sheppard, President

STATE OF IOWA, COUNTY OF DELAWARE: ss

Subscribed and sworn to before me on this 29th day of Apr, 2025, by Steven

J. Sheppard, as President of Sheppard Family Farm, Inc.

Katie A. Hubbard



Notary Public in and for the State of Iowa

EXHIBIT "A"

Parcel 2019-53 Part of the SE 1/4 of the SW 1/4 of Section 28, T87N, R5W of the Fifth P.M., Delaware County, Iowa, according to plat recorded in Book 2019, Page 1947.

Adjoining land owned by Sheppard Family Farm, Inc. and legally described as follows:

S 1/2 SW 1/4; Section 28, T87N, R5W of the Fifth P.M., Delaware County, Iowa, EXCEPT Parcel 2019-53.

