



Document 2010 1561

Book 2010 Page 1561 Type 06 001 Pages 6
Date 7/08/2010 Time 1:29 PM
Rec Amt \$34.00

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MADISON COUNTY IOWA

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Prepared by Loretta L. Harvey, 109 W. Montgomery, Box 85, Creston, IA 50801; Phone 641-782-7051

RETURN TO: FCSA

700 SENATE AVE MANURE APPLICATION EASEMENT
RED OAK, IA 51566- AND
1284 MANURE REMOVAL AGREEMENT

This Easement and Agreement is made and entered into this 25 day of June, 2010, between Arnold C. Lourens, a/k/a Arnold Lourens and Carol A. Lourens, husband and wife, (hereinafter referred to as "Owner") and Benjamin J. Waigand of BJW Pork, LLC, (hereinafter referred to as "Operator").

Under this Easement and Agreement, the parties agree to the following:

I

ACKNOWLEDGMENTS

- a) Owners are the owners of real property legally described in Exhibit "A", which is attached hereto and incorporated herein by this reference (Owners' Property).
- b) Operator owns a swine confinement facility ("Facility") located on certain real property legally described in Exhibit "B" which is attached hereto and incorporated herein by this reference ("Operator's Property").
- c) Operator desires access to the Owners' Property for the purpose of applying on said Owner's Property manure generated by the Facility.
- d) Owners believe that the application on the Owners' Property of manure from the Facility will have a beneficial effect on crop production on the Owners' Property.

II

MANURE APPLICATION EASEMENT

NOW, THEREFORE, in consideration of the application on the Owners' Property of manure from the Facility and other terms of this Agreement, the parties mutually agree as follows:

Owners hereby grant to Operator an easement for ingress and egress to and over the Owners' Property and for the application on Owners' Property of the manure produced by the Facility, subject to the following terms and conditions.

1. TERM.

The term of this Easement and Agreement shall commence on the date set forth above and shall remain in effect so long as the Mortgage between Benjamin Waigand and Farm Credit Services of America, FLCA, dated June 24, 2008, and filed June 25, 2008, in Book 2008, Page 2631 is effective. If Benjamin Waigand should refinance the Mortgage or change lenders, the Owners and Operator may execute a new easement agreement. Alternatively, the Owners and Operator may in writing extend the easement period. The amended easement agreements should be recorded.

2. MANURE APPLICATION

Operator shall be responsible for overseeing application of the manure produced in the Facility to Owners' described real estate. Owners may designate which areas of Owners' Property the manure shall be applied to.

The manure shall be applied before planting of crops in the spring and after harvest of the crops in the summer or fall. Owners shall provide Operator and the applicator with timely access to all field roads and other ways of access to and from Owners' Property. Owners shall coordinate any and all nutrient applications, including commercial fertilizers, with Operator's need to comply with its governmental permits and any other applicable governmental requirements.

Operator shall have the manure applied on Owners' Property in compliance with all applicable governmental laws and regulations. Operator acknowledges that it is responsible for the proper application of manure on the Owners' Property, and Operator agrees to indemnify and hold Owners harmless from any damages arising from Operator's application of manure on Owners' Property in violation of any applicable governmental laws or regulations.

Operator shall be responsible for obtaining any and all necessary governmental permits for the transportation and application of manure on the Owners' Property. If the signatures of the Owners are required on the application for any such permit, Owners shall sign said application at the request of the Operator.

3. MANURE QUANTITY AND QUALITY

Owners agree that Operator makes no warranty, representation, or guarantee regarding the manure, express or implied, oral or written, including, without limitation, any warranty, representation, or guarantee regarding (a) merchantability or fitness for a particular purpose; (b) quality and quantity; or (c) pertaining to the benefits or detriments of manure to the Owners' Property or the crops to be grown on Owners' Property; and Operator disclaims any such warranties, representations, and guarantees.

4. INJURY TO OPERATOR'S PERSONNEL

Owners shall not be responsible for any injuries to Operator's employees or agents or to Operator's personal property occurring as a result of Operator's activities on Owner's Property contemplated by this Agreement, and Operator shall indemnify and hold Owner harmless from any such injuries or damage.

5. EXCLUSIVE MANURE APPLICATION

As long as Owners comply with the manure removal and application requirements of the Manure Removal Agreement below, all manure generated on or from Operator's Property must be applied to Owners' Property. If Owner defaults in any of their obligations, Operator, in addition to the other remedies at law, may elect to apply the manure elsewhere while Owner is in default.

6. CONSTRUCTION OF OTHER HOG FACILITIES

Owners covenant that no other swine facilities of any kind will be constructed or utilized on that portion of Owners' land which is located within one (1) mile of Operator's Facility, without Operator's express consent. This separation distance is necessary for proper disease control.

7. TITLE TO OWNERS' PROPERTY

Owners warrant and covenant that Owners have marketable Fee Simple Title to Owners' Property, that this Agreement will not violate any encumbrance, lien, restriction or covenant on the Owners' Property; and that no surface intakes for agricultural drainage wells or sinkholes are located on Owners' Property or within two hundred (200) feet of Owners' Property.

8. ASSIGNMENT

This agreement and easement cannot be assigned without written consent of the Owners and Operator.

II

MANURE APPLICATION EASEMENT

For consideration as provided herein, Operator agrees to be responsible for the removal and application of all the manure from Operator's Facility as provided below:

1. ASSUMPTION OF OBLIGATIONS

Operator is to assume all responsibilities and obligations pursuant to the Manure Application Easement described above.

2. EXCLUSIVE MANURE APPLICATION

All manure generated in or by Operator's Facility and/or on Operator's Property shall be applied solely and exclusively to Owners' Property. Owners may designate the areas of Owner's Property on which the manure is to be applied, from time to time.

3. LABOR AND EQUIPMENT

Operator is to provide and obtain all equipment and labor necessary to remove the manure from Operator's swine facilities on Operator's Property, and to transport to and apply said manure to Owners' Property as provided in the Manure Application Easement.

4. MANURE REMOVAL AND APPLICATION EXPENSES

Operator shall be responsible to pay for the manure pumping from pit, transportation and application expense as well as soil sampling and soil lab tests.

Operator shall be responsible for paying for manure sampling, manure lab tests, governmental permits relating to manure application, and any manure management plan drafting and administration.

The Operator may enter into a separate contract with the tenant of the Owners on division of costs associated with the removal and application of the manure.

5. TERM OF AGREEMENT.

This Agreement shall have the same period of time as the term of Benjamin Waigand's Mortgage to Farm Credit Services of America, FLCA, on the real estate described in Exhibit "B". If Benjamin Waigand should refinance the Mortgage to Farm Credit Services or change lenders, the Owners and Operator may execute a new easement and agreement or in writing mutually extend the easement and agreement period.

This Agreement may be terminated by mutual agreement of the parties, with the consent of any mortgagee of Operator's Property.

IV GENERAL PROVISIONS

1. GENERAL

This Agreement and Easement constitutes the entire agreement and understanding between the Owners and Operator, superceding all earlier Agreements of representation, written or oral. Any change or amendment to either Agreement shall be effective only if it is in writing and signed by both the Owners and Operator. Any waiver of the terms of the Agreement or breach of an Agreement will not be deemed to be a waiver of any subsequent failure to strictly comply with the terms of the Agreement. If any provision is held invalid, the remaining provisions of the Agreement shall remain in full force and effect as if that invalid provision had not been included in the 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.

2. LAW

This Agreement shall be interpreted and enforced pursuant to Iowa law, shall be deemed to be performed in Iowa and any litigation for the enforcement thereof, and shall be filed in the District Court of Union County, Iowa, or District Court of Madison County, Iowa.

OWNERS

Arnold Lourens
Arnold Lourens

Carol A. Lourens
Carol A. Lourens

Benjamin Waigand
Benjamin Waigand, BJW Pork, LLC

OPERATOR

Benjamin J. Waigand
Benjamin J. Waigand, BJW Pork, LLC

STATE OF IOWA, COUNTY OF UNION

Subscribed, sworn and acknowledged before me by Arnold Lourens, a/k/a Arnold C. Lourens and Carol A. Lourens, husband, this 29th day of June, 2010.
Lourens



Loretta L. Harvey
Loretta L. Harvey
Notary Public in and for the State of Iowa

STATE OF IOWA, COUNTY OF UNION

Subscribed, sworn and acknowledged before me by Benjamin J. Waigand, as Registered Agent and Sole Member of BJW Pork, LLC, this 25th day of June, 2010.

Nicole Riley Cooney
Nicole Riley Cooney
Notary Public in and for the State of Iowa

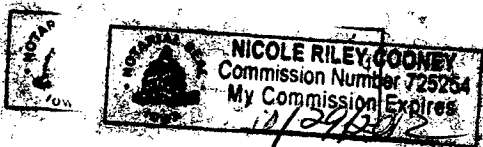


EXHIBIT A

The Northwest Quarter (NW $\frac{1}{4}$) of the Northeast Quarter (NE $\frac{1}{4}$); The South Half (S $\frac{1}{2}$) of the Northeast Quarter (NE $\frac{1}{4}$); the North 60 acres of the SE $\frac{1}{4}$; The East Half of the Northwest Quarter (E $\frac{1}{2}$ NW $\frac{1}{4}$) all in Section Thirty-one (31), Township Seventy-four (74) North, Range 28 West of the 5th P.M., in Madison County, Iowa;

EXHIBIT B

Parcel "B" located in the Northwest Quarter of the Northeast Quarter of Section 31, Township 74 North, Range 29 West of the 5th P.M., Madison County, Iowa, more particularly described as follows:

Commencing at the North Quarter corner of Section 31, Township 74 North, Range 29 West of the 5th P.M., Madison County, Iowa, thence North 89°54'09" East 646.72 along the North line of the Northwest Quarter of the Northeast Quarter of said Section 31 to the Point of Beginning, thence North 89°54'09" East 482.—feet along the North line of the Northwest Quarter of the Northeast Quarter of said Section 31; thence South 00°05'50" East, 266.00 feet; thence south 89°54'09" West, 492.00 feet; thence North 00°05'50" West, 268.00 feet to the Point of Beginning, said parcel contains 3.00 acres, including 0.45 acres of County Road right-of-way.