

BK: 2016 PG: 3045
Recorded: 10/13/2016 at 11:21:09.0 AM
Fee Amount: \$72.00
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 Lynn D. and Judy E. 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 ~~1111~~ ^{1111.00} ~~acres~~ ^{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 or 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

Lynn D. Thompson
Lynn D. Thompson

Hidden Valley Farms, Inc.

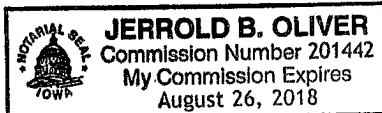
By: Debra Hansen
DEBRA HANSEN

Judy E. Thompson
Judy E. 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 Lynn D. 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

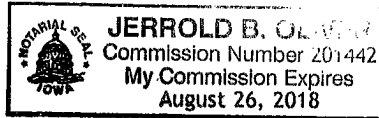
STATE OF IOWA)
) SS:
COUNTY OF POLK)

On this 16 day of August, 2016, before me, the undersigned, a Notary Public in and for said State, personally appeared Judy E. 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.

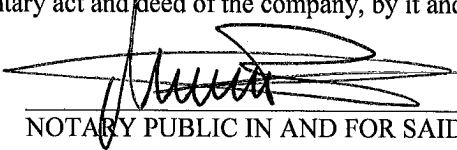


NOTARY PUBLIC IN AND FOR SAID STATE



STATE OF IOWA)
) SS:
COUNTY OF POLK)

On this 19th day of August, 2016, before me, the undersigned, a Notary Public in and for said State, personally appeared Debra 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 Debra Hansen, as President acknowledged the execution of the foregoing instrument to be the voluntary act and deed of the company, by it and by him voluntarily executed.



NOTARY PUBLIC IN AND FOR SAID STATE

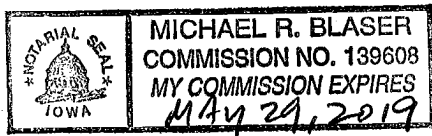


Exhibit "A"
Grantee's Land – Legal Description

Parcel B as described in the Plat of Survey filed July 8, 2016 in Book 2016, Page 1944, being a part of the Northwest quarter of the Southwest quarter (NW $\frac{1}{4}$ SW $\frac{1}{4}$) of Section 5, Township 74 North, Range 29 West of the 5th P.M., Madison County, Iowa.

Exhibit "B"
Grantor's Land

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

768 tillable acres
154 acres of hay land
189 acres of pasture

See list of land attached hereto.

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Inquire by Owner Identifier

Owner Identifier: 009995732

Name THOMPSON FARM PROPERTIES, LLC
Name
Address 2821 AUTUMN LANE
Address
City and State MACKSBURG , IA

Parcel ID	Type	Sec/Twp/Rng	Legal Description	House #	Street	City
630 630130926000000 00	DED	009 074 029	SW NE			
630 630130948000000 00	DED	009 074 029	SE NW	2960	CARRIAGE TRL	MACKSBURG
920 920001300020000 00	DED	009 074 029	LANDS SW SE MISC LAND SECTION 9			
920 920001300040000 00	DED	009 074 029	LANDS NW SE			

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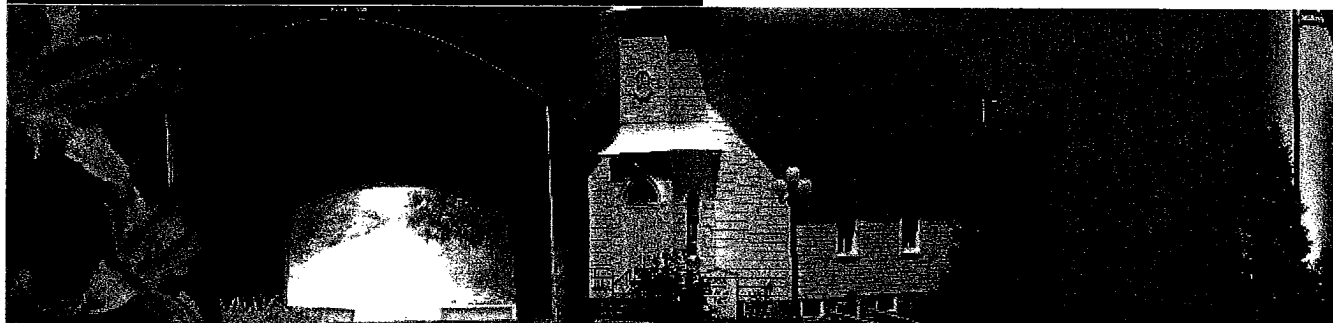
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Inquire by Owner Identifier

Owner Identifier: 005910550

Name Thompson, Lynn
Name
Address 2821 Autumn Lane
Address
City and State Macksburg , IA

Parcel ID	Type	Sec/Twp/Rng	Legal Description	House #	Street	City
630 630132122000000 00	DED	021 074 029	NE NE			
630 630132128000000 00	DED	021 074 029	SE NE			
630 630132846000000 00	DED	028 074 029	SW NW			
630 630132848000000 00	DED	028 074 029	SE NW			
630 630132922000000 00	DED	029 074 029	NE NE			
630 630132928000000 00	DED	029 074 029	SE NE	3237	COTTONWOOD AVE	MACKSBURG
630 630132984000000 00	DED	029 074 029	NW SE			
820 820000121050000 00	DED	000 000 000	E 40' LOT 6 & W 20' LOT 7, BLOCK 21 ORIG	315	DELETED WASHINGTON W	WINTERSET

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Inquire by Owner Identifier

Owner Identifier: 005910500

Name Thompson, Lynn & Judy
Name
Address 2821 Autumn Lane
Address
City and State Macksburg , IA

Parcel ID	Type	Sec/Twp/Rng	Legal Description	House #	Street	City
630 630130562000000 00	DED	005 074 029	NE SW			
630 630130564010000 00	DED	005 074 029	PAR B 3.63A	2860	BITTERSWEET AVE	MACKSBURG
630 630130564020000 00	DED	005 074 029	NW SW EX PAR B			
630 630130566000000 00	DED	005 074 029	SW SW			
630 630130568000000 00	DED	005 074 029	SE SW			
630 630130644000000 00	DED	006 074 029	FRL NW NW			
630 630130646000000 00	DED	006 074 029	FRL SW NW			
630 630130664000000 00	DED	006 074 029	FRL NW SW			
630 630131026020000 00	DED	010 074 029	S1/2 SW NE			
920 920001400010000 00	DED	010 074 029	LANDS SE SE MISC LAND SECTION 10			
920 920001400020000 00	DED	010 074 029	LANDS NW SE&SW SE			
920 920001400030000 00	DED	010 074 029	LANDS NE SE			
920 920001400040000 00	DED	010 074 029	LANDS E OF NW SW S .50A NW SW			
920 920001400050000 00	DED	010 074 029	LANDS NE SW			

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Parcel Information:

Parcel ID 630 630130620032000 00

☒ [Picture of Property](#)

Location

Tax District 630 000 GRAND RIVER OR-MACKSBURG OMFD

Map ID 000001306200006

GIS ID

Class A Agricultural

Acres
Gross 25.49
Taxable 24.06 Avg CSR 56.55

Owner(s):

Ownership Type	Owner Entity	Name	Address	City and State
Deed	009994641	THOMPSON, LYNN & JUDY	2821 AUTUMN LANE	MACKSBURG , IA

Legal Information

Legal Description¹

N 28.5A OF THE E 85A, EX PAR A

Section: 6 Township: 74 Range: 29

¹NOTE: Legal descriptions on the web may have been shortened for computer purposes, therefore, they cannot be used for legal matters. Please contact the proper office for full legal descriptions.

Credits and Exemptions: Ag Land
 (Applied 2016 AND 2017)

2015 Property Valuation:

(Payable in 2016 AND 2017)

Property Type	Assessed Value	Taxable Value
Land	28,700	13,233
Gross Totals	28,700	13,233
Military Credit	0	0
Net Totals	28,700	13,233

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Inquire by Owner Identifier

Owner Identifier: 005910510

Name Thompson, Lynn D & Judy E
Name
Address 2821 Autumn Lane
Address
City and State Macksburg , IA

Parcel ID	Type	Sec/Twp/Rng	Legal Description	House #	Street	City
630 630130622000000 00	DED	006 074 029	FRL NE NE			
630 630130624000000 00	DED	006 074 029	FRL NW NE			
630 630130642000000 00	DED	006 074 029	NE NW	2821	AUTUMN LN	MACKSBURG
630 630130648000000 00	DED	006 074 029	SE NW			
630 630130662000000 00	DED	006 074 029	NE SW			
630 630132862000000 00	DED	028 074 029	NE SW			
630 630132868000000 00	DED	028 074 029	SE SW			

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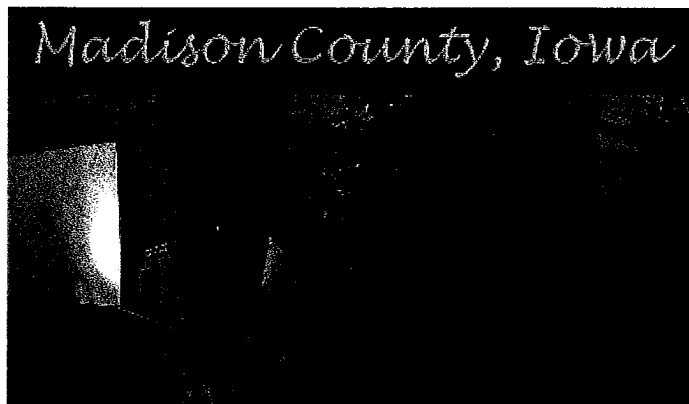
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Parcel Information:

Parcel ID 630 630130620020000 00

[Picture of Property](#)

Location 000000

Tax District 630 000 GRAND RIVER OR-MACKSBURG OMFD

Map ID 000001306400001

GIS ID

Class A Agricultural

Acres
Gross 56.50
Taxable 55.25 Avg CSR 56.58

Owner(s):

Ownership Type	Owner Entity	Name	Address	City and State
Deed	005910530	Thompson, Lynn D & Judy E	2821 Autumn Ln	Macksburg , IA

Legal Information

Legal Description¹

Section: 6 Township: 74 Range: 29

S 56.80A OF E 85A OF THE (S1/2 OF NE & N 69A OF SE)

¹NOTE: Legal descriptions on the web may have been shortened for computer purposes, therefore, they cannot be used for legal matters. Please contact the proper office for full legal descriptions.

Credits and Exemptions: Ag Land, Family Farm
 (Applied 2016 AND 2017)

2015 Property Valuation:

(Payable in 2016 AND 2017)

Property Type	Assessed Value	Taxable Value
Land	64,700	29,831
Gross Totals	64,700	29,831
Military Credit	0	0
Net Totals	64,700	29,831