

Instr. Number: 2018-1240
Recorded: 7/23/2018 at 9:43:00.0 AM
Pages 7
Fee Amount: \$37.00
Revenue Tax:
Cindy Messersmith RECORDER
Chickasaw County, Iowa

Prepared by/Return to: Mike Blaser, 666 Grand Avenue, Suite 2000, Des Moines, IA50309 (515) 242-2480

MANURE EASEMENT AGREEMENT

THIS MANURE EASEMENT AGREEMENT (“**Agreement**”), entered into the 19 day of July, 2018 between Praedium LLLP, an Iowa limited liability limited partnership (“**Grantor**”), and Terry Schulz and Rhonda Schulz, husband and wife and Steven Schulz and LeeAnne Schulz, husband and wife, all residents of the State of Iowa (collectively, “**Grantee**”).

WHEREAS, **Grantee** or its assigns desire to apply hog manure from **Grantee’s** hog confinement facility known as the “Booth” site (Iowa DNR #63719) and located in SE¼ of the SW¼ of Section 22, Township 95 North, Range 13 West of the 5th PM, Chickasaw County, Iowa (the “**Hog Farm**”), the surveyed legal description of which is set forth on Exhibit “A” 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**.

WHEREAS, **Grantor** may, at its discretion elect not to have the manure applied to **Grantor’s Land** and choose instead to contract with other land owners for application of the manure on their lands.

NOW, THEREFORE, in consideration of the mutual covenants contained herein 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 purchase of **Grantor’s Land** by **Grantor** from **Grantee**.

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 231.5 tillable acres on which manure can be applied by **Grantee** (or **Grantor** as provided herein). The **Easement** shall be for the purpose of applying manure from the **Hog Farm** to **Grantor’s Land** only.

3. **Term and Termination**. This **Agreement** shall continue in full force and effect for a period of ending on December 31, 2038, unless earlier terminated as provided herein or unless extended after the end of the 20 year period by mutual agreement of the **Grantor** and **Grantee** or their respective successors or permitted assigns.

4. **Manure Application by Grantor; Soil Testing.** During the term of this Agreement, **Grantee** agrees to apply manure produced by **Grantee's Farm to Grantor's Land** as provided herein at no cost or expense to **Grantor**, other than **Grantor** shall reimburse **Grantee** for its customary actual costs of applying manure to **Grantor's Land** (whether applied by **Grantee** or a third party manure applicator retained by **Grantee**). **Grantee** 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** will consult with and coordinate with **Grantor** (and/or **Grantor's** tenant farming **Grantor's Land** if specified by **Grantor**) as to the anticipated application rates and application timing for each application of manure to **Grantor's Land**. **Grantee** acknowledges that manure from the **Hog Farm** must be applied by **Grantee** or its third party applicator in accordance with applicable law, rules and regulations, and specifically that such manure application must comply with **Grantee's** manure or other nutrient management plan(s), and that **Grantee** must maintain application records as required by Iowa law and regulations and will provide a copy of such records to **Grantor** after each application period (collectively, the "**Legal Requirements**"). Subject to the foregoing, **Grantee** will apply manure to **Grantor's Land** at application rates that **Grantee** discusses with **Grantor** prior to application and **Grantee** and **Grantor** in good faith mutually agree upon the appropriate application rate for each year. At no time should **Grantee'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. **Grantee** shall not, nor permit any hired applicator or employee to, surface apply manure other than in the event of an emergency. **Grantee** shall follow, or shall cause its hired applicator or employee to follow, prudent requirements regarding the securing and ventilation of buildings during the agitation of pits so as to minimize risks to humans and livestock. **Grantee** and **Grantee's** employees (but only if **Grantee** or 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. **Grantee** is responsible for performance of work by its employees, agents or its subcontractors, and **Grantee** agrees to bind any subcontractors to all provisions of this Agreement. **Grantee** agrees to indemnify and hold **Grantor** harmless from any loss, claim, damages, civil penalties, attorneys' fees or costs which arise from the failure of **Grantee** to perform its responsibilities under this Agreement (including without limitation compliance with the **Legal Requirements** for the benefit of **Grantor** and any breach of the representations and warranties of **Grantee** in Section 5 hereof) or from the claims of any third parties against **Grantor** as a result of the actions or inactions of **Grantee**, which agreement shall survive the termination or completion of this Agreement. Any failure by **Grantee** to comply with the foregoing provisions of this Section 4 that either cannot be cured or can be cured and is not cured within ten (10) days after the non-compliance is known by **Grantee** shall give **Grantor** the option, in **Grantor's** discretion, to terminate this Agreement upon notice to **Grantee**.

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 Iowa laws or rules. **Grantee** acknowledges that Iowa law requires that each parcel of land to which manure is applied be periodically evaluated under the Iowa phosphorus index prior to manure application as required by Iowa Department of Natural Resources rules.

5. **Warranties of Grantor and Grantee.** **Grantor** warrants and represents 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**. **Grantee** represents and warrants to **Grantor** that **Grantee**: (i) owns the **Hog Farm** and **Grantee** is financially and otherwise capable of operating the **Hog Farm** in accordance with the terms of this Agreement for the term of this Agreement; (ii) that **Grantee** will promptly notify **Grantor** of any intention to transfer or sell or any agreement to transfer or sell the **Hog Farm** to any other person or entity, with **Grantee** acknowledging and agreeing that notwithstanding any other provision herein, any such transfer or sale will void this Agreement unless such sale or transfer is expressly conditioned upon **Grantee** obtaining from the party or parties to whom the **Hog Farm** will be

transferred or sold an unconditional agreement to assume this **Agreement** in accordance with its existing terms.

6. **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.

7. **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**.

8. **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.

9. **Governing Law.** This **Agreement** shall be construed and governed in accordance with the laws of the State of Iowa.

10. **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 all 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 neutered gender according to the context.

11. **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.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK
SIGNATURE PAGE FOLLOWS

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

GRANTOR:

GRANTEE:

PRAEDIUM LLLP
By: Sabal LLC
Its: General Partner

By: *SLP/AAA*
Suzanne Petrela, Manager

Terry Schulz

Rhonda Schulz

Steven Schulz

LeeAnne Schulz

New York
STATE OF ~~IOWA~~)
COUNTY OF New York

On this 18th day of July, 2018, before me, the undersigned, a Notary Public in and for said state, personally appeared Suzanne Petrela, to me personally known, who being by me duly sworn, did say that she is the sole Manager of Sabal LLC, the sole general partner of Praedium L.L.P., an Iowa limited liability limited partnership executing the foregoing instrument; that the instrument was signed on behalf of said limited liability limited partnership by authority of its sole general partner; and that she acknowledged execution of the instrument to be the voluntary act and deed of said limited liability limited partnership, by it and by her voluntarily executed.

Brensner
Notary Public in and for the State of ~~Iowa~~ New York
BIANCA J RENSNER
Notary Public, State of New York
No. 01RE6354084
Qualified in New York County
Commission Expires February 6, 2021

STATE OF IOWA)
) ss:
COUNTY OF BLACK HAWK)

On this ___ day of July, 2018, before me, the undersigned, a Notary Public in and for said state, personally appeared Terry Schulz and Rhonda Schulz, husband and wife and residents of the State of Iowa, to me personally known, who being by me duly sworn, did say that they acknowledged the execution of this instrument as their voluntary act and deed.

Notary Public in and for the State of Iowa

STATE OF IOWA)
) ss:
COUNTY OF BLACK HAWK)

On this ___ day of July, 2018, before me, the undersigned, a Notary Public in and for said state, personally appeared Steven Schulz and LeeAnne Schulz, husband and wife and residents of the State of Iowa, to me personally known, who being by me duly sworn, did say that they acknowledged the execution of this instrument as their voluntary act and deed.

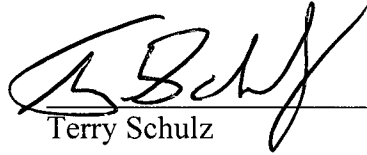
Notary Public in and for the State of Iowa

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

GRANTOR:

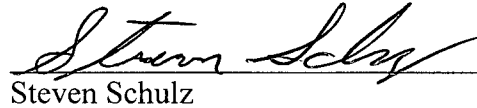
GRANTEE:

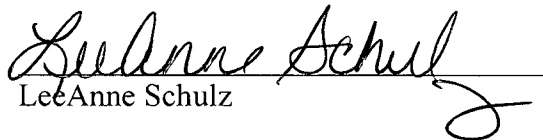
PRAEDIUM LLLP
By: Sabal LLC
Its: General Partner


Terry Schulz

By: _____
Suzanne Petrela, Manager


Rhonda Schulz


Steven Schulz


LeeAnne Schulz

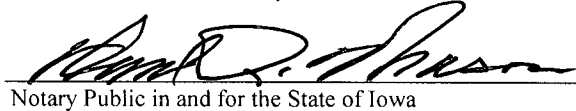
STATE OF IOWA)
) ss:
COUNTY OF _____)

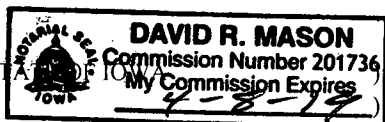
On this ____ day of July, 2018, before me, the undersigned, a Notary Public in and for said state, personally appeared Suzanne Petrela, to me personally known, who being by me duly sworn, did say that she is the sole Manager of Sabal LLC, the sole general partner of Praedium LLLP, an Iowa limited liability limited partnership executing the foregoing instrument; that the instrument was signed on behalf of said limited liability limited partnership by authority of its sole general partner; and that she acknowledged execution of the instrument to be the voluntary act and deed of said limited liability limited partnership, by it and by her voluntarily executed.

Notary Public in and for the State of Iowa

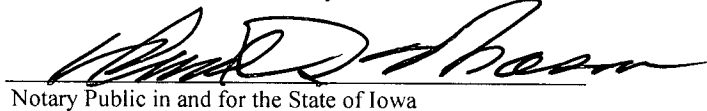
STATE OF IOWA)
) ss:
COUNTY OF BLACK HAWK)

On this 5th day of July, 2018, before me, the undersigned, a Notary Public in and for said state, personally appeared Terry Schulz and Rhonda Schulz, husband and wife and residents of the State of Iowa, to me personally known, who being by me duly sworn, did say that they acknowledged the execution of this instrument as their voluntary act and deed.


Notary Public in and for the State of Iowa


) ss:
COUNTY OF BLACK HAWK)

On this 5th day of July, 2018, before me, the undersigned, a Notary Public in and for said state, personally appeared Steven Schulz and LeeAnne Schulz, husband and wife and residents of the State of Iowa, to me personally known, who being by me duly sworn, did say that they acknowledged the execution of this instrument as their voluntary act and deed.


Notary Public in and for the State of Iowa

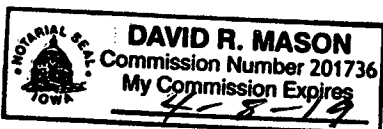


Exhibit "A"

Grantee's Land – Legal Description

Parcel #2018-31 in the Southeast Quarter (SE1/4) of the Southwest Quarter (SW ¼) of Section 22, Township 95 North, Range 13 West of the 5th P.M., Chickasaw County, Iowa.

Exhibit "B"
Grantor's Land – Legal Description

The NW 1/4 and the SW 1/4 of Section 22, Township 95 North, Range 13 West of the 5th P.M. in Chickasaw County, Iowa, except commencing at the Southwest Corner of said SW 1/4 thence East 336 feet, thence North 336 feet, thence West 336 feet, thence South 336 feet to the point of beginning, and except Parcel B in the West Half of said Section 22, and except Parcel #2018-31 in the SE 1/4 of the SW 1/4 of said Section 22, subject to legally established highways.