

**THIS IS AN EXAMPLE DOCUMENT. CONSULT
INDIVIDUAL LEGAL COUNSEL.**

Waiver of Separation Distance

Prepared by:

Return to:

Tax Address:

1. Re: Grantor's property: [legal description]
2. And concerning Grantee's property and site of the Swine Facility: [legal description]

Grantees:

Grantors:

2 pages

Waiver of Separation Distance

The undersigned are titleholders to the above-described property ("benefited property"), property # 1. _____ are titleholders to the above-described property, property #2. _____ plan to construct a Swine Facility with _____ confinement buildings and concrete manure storage pits located beneath each building (covered formed manure storage structures) on property #2. The Swine Facility is planned to have an animal unit capacity of _____ animal units. Pursuant to Iowa Code §459.202(1) (20__), a separation distance of _____ feet is required between the covered formed manure storage structures and the undersigned's residence.

Pursuant to Iowa Code §459.205(2)(200__), the undersigned as titleholders to the land where the residence is located hereby waive the enforcement of this separation distance requirement between the Grantors' residence and the covered formed manure storage structures. This waiver shall apply only to the facilities described in this agreement, shall be perpetual and shall run with the land.

Granted this _____ day of _____ 20__

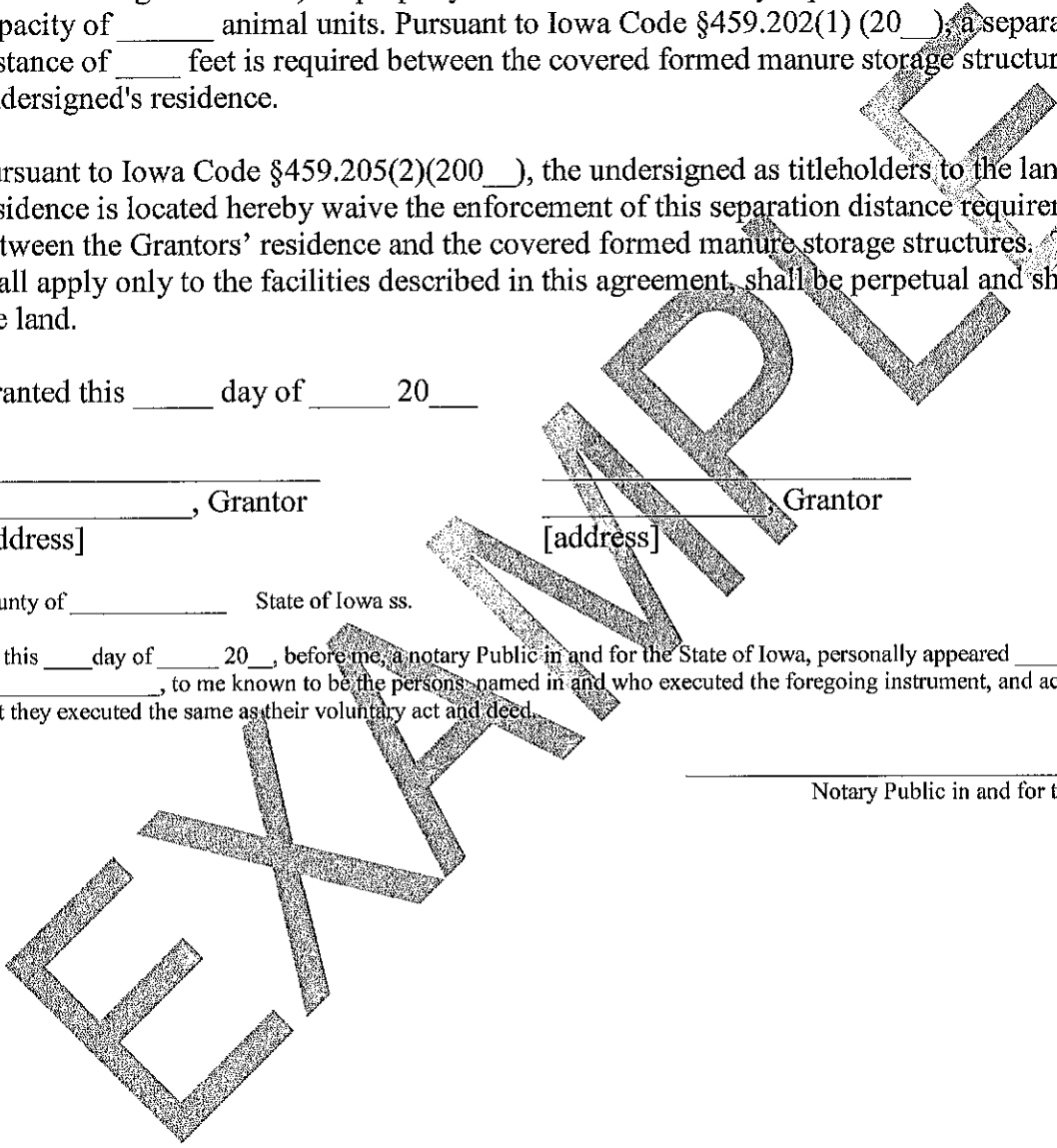
_____, Grantor
[address]

_____, Grantor
[address]

County of _____ State of Iowa ss.

On this _____ day of _____ 20__, before me, a notary Public in and for the State of Iowa, personally appeared _____ and _____, to me known to be the persons named in and who executed the foregoing instrument, and acknowledged that they executed the same as their voluntary act and deed.

Notary Public in and for the State of Iowa



**THIS IS AN EXAMPLE DOCUMENT. CONSULT
INDIVIDUAL LEGAL COUNSEL.**

Easement and Waiver of Separation Distance

Prepared by:

Return to:

Tax Address:

1. Re: Grantor's property: [legal description]
2. And concerning Grantee's property and site of the Swine Facility: [legal description]

Grantees:

Grantors:

2 pages

Easement and Waiver of Separation Distance

Grantor consents and acquiesces to the activities conducted on Grantee's property, the construction and operation of a Swine Facility and therefore covenants for themselves, and for Grantor's successors, heirs and assigns (as a restrictive covenant running with the land) to not make any claim or assert any cause of action against the Grantee or Grantee's successors, heirs and assigns for construction of a Swine Facility or its operation, including, without limitation, causes of action or claims for nuisance, trespass, easement or any other legal or equitable theory. Grantor further waives the enforcement of any county, state or federal regulation or law regarding the emission of any odors, gases, vapors or other airborne pollutants from the Swine Facility.

In addition and without limitation of the foregoing, Grantor grants to Grantee and Grantee's successors, heirs and assigns a perpetual easement (as an easement appurtenant running with the land) for the Swine Facility (as currently proposed as provided herein), on and over the Grantor's real estate for use by the Swine Facility to emit odors or other gases or vapors produced by the Swine Facility.

The undersigned are titleholders to the above-described property ("benefited property"), property # 1. _____ are titleholders to the above-described property, property #2. _____ plan to construct a Swine Facility with _____ confinement buildings and concrete manure storage pits located beneath each building (covered formed manure storage structures) on property #2. The Swine Facility is planned to have an animal unit capacity of _____ animal units. Pursuant to Iowa Code §459.202(1) (20__), a separation distance of _____ feet is required between the covered formed manure storage structures and the undersigned's residence.

Pursuant to Iowa Code §459.205(2)(200__), the undersigned as titleholders to the land where the residence is located hereby waive the enforcement of this separation distance requirement between the Grantors' residence and the covered formed manure storage structures. This waiver shall apply only to the facilities described in this agreement, shall be perpetual and shall run with the land.

Granted this _____ day of _____ 20__

Grantor
[address]

Grantor
[address]

County of _____ State of Iowa ss.

On this _____ day of _____ 20__, before me, a notary Public in and for the State of Iowa, personally appeared _____ and _____, to me known to be the persons named in and who executed the foregoing instrument, and acknowledged that they executed the same as their voluntary act and deed.

Notary Public in and for the State of Iowa

THIS IS AN EXAMPLE DOCUMENT. CONSULT INDIVIDUAL LEGAL COUNSEL.

Prepared by:

MANURE APPLICATION AGREEMENT

_____ ("Landowner") with _____, spouse,
_____ ("Producer") agree as follows:

Producer shall supply manure to Landowner, and Landowner shall accept Producer's manure, for application on Landowner's farmland. Landowner shall be responsible for application of manure from the confinement feeding operation located on land described on the attached Exhibit "A" to the land owned by the Landowner described on the attached Exhibit "B".

A map showing the location of the confinement feeding operation and Landowner's land available for manure application is attached as Exhibit "C". The points noted on the attached Exhibit "C" as points of ingress and egress shall be used to apply manure. The number of acres of Landowner's land available for application of manure is _____ acres, more or less.

Term and Termination. This agreement shall be for a term of _____ years beginning on _____. The agreement shall continue after the end of this period, under the same terms and conditions, for additional one year periods unless terminated in writing by either party at least sixty days prior to the scheduled termination.

The agreement shall terminate prior to the scheduled termination date only if (1) the Producer breaches the terms of the Agreement by ceasing to produce livestock at the location specified for a period of six months or more; or (2) upon any other breach or violation of the terms of the Agreement by any party. Termination under either (1) or (2) of this paragraph shall occur only if the non-breaching party desiring to terminate the lease provides written notice of the breach to the breaching party. The breaching party shall have 30 days from the date of notice to correct the breach or violation. If the breach or violation is corrected within this period of time, or if the non-breaching party does not provide written notice of the breach or violation to the breaching party, the Agreement shall not terminate.

Time of application. Manure shall not be applied between the time crops are planted and harvested or when the Landowner determines that soil conditions exist which would result in manure application being detrimental to crop production. Producer shall give the Landowner at

least 48 hours notice when manure is to be applied to the land.

Application. Producer shall be responsible for obtaining the services of a commercial manure applicator to timely apply manure in accordance with Producer's manure management plan. Landowner shall pay ____% and Producer shall pay for ____% of the cost of application of manure. Landowner shall pay all additional costs for transporting manure more than ____ miles from the site of the confinement feeding operation.

Regulations, permits and manure management plan. Producer shall be responsible for obtaining and complying with government permits required for the confinement feeding operation and application of manure from the operation. However, Landowner shall be responsible, at Landowner's expense, for all soil tests required by all applicable governmental regulations, including but not limited to soil tests required to comply with the Iowa Phosphorus Index.

Landowner shall be responsible for application of manure in compliance with applicable law or regulations, including Producer's manure management plan. Landowner shall cooperate with Producer as necessary to obtain required permits.

If requested by Producer, Landowner shall keep and provide Producer with annual crop yield records, beginning three crop years before the date of this agreement if such records are available. Landowner shall keep and provide Producer with records of nutrient applications other than Producer's manure, including commercial fertilizer and manure.

Pursuant to Iowa law, manure cannot be applied on cropland within 200 feet of a known sinkhole, cistern, abandoned well, unplugged agricultural drainage well, agricultural drainage well surface inlet, drinking water well, lake, farm pond, privately owned lake, watersource (creeks and other such water bodies as defined by Iowa law), major watersource (rivers and other navigable waters as defined by Iowa law, or designated wetland (as defined by Iowa law)(these areas are collectively referred to as "designated areas") or within 800 feet of a "high quality water resource" as designated by Iowa law, unless the manure is injected or incorporated on the same date of application or the land has permanent vegetation within 50 feet of the water source (manure cannot be applied within the 50 feet). Landowner shall note any designated area or high quality water resource on the map attached to this Agreement. Landowner shall also advise Producer in writing of any known dangers existing on the land. Such list shall be attached to and made part of this Agreement.

Pursuant to Iowa law, manure shall not be land surface applied without incorporation within 24 hours within 750 feet of a residence, business, church, school, or public use area (including a cemetery).

Level of soil nutrients. Landowner shall apply manure in compliance with the manure management plan. In addition, manure shall be applied to maximize soil fertility of other soil

nutrients and prevent buildup of those nutrients or trace elements, based on soil tests conducted by a reputable soil test service at the expense of Landowner. If soil tests show nutrient levels in excess of soil test recommendations, application of manure on those specific fields shall be limited to crop utilization rates until subsequent soil tests show nutrient levels are reduced to acceptable levels. However, such a determination shall not by itself result in termination of the agreement.

Nutrient applications other than the Producer's manure, i.e., commercial fertilizers and manure from other sources, shall supplement and not replace the Producer's manure applications. Landowner shall not apply nutrients from other sources in excess of amounts allowed in Producer's manure management plan.

Consideration. Landowner will not be required to pay Producer for manure to be provided under this Agreement.

Covenant and Waiver. Landowner covenants for themselves, and for Landowner's successors, heirs and assigns (as a restrictive covenant running with the land) to not make any claim or assert any cause of action against the Producer or Producer's successors, heirs and assigns for application of manure pursuant to this Agreement, including, without limitation, causes of action or claims for nuisance, trespass, easement or any other legal or equitable theory. Landowner further waives the enforcement of any county, state or federal regulation or law, including but not limited to any required separation distance from Landowner's residence, regarding the emission of any odors, gases, vapors or other airborne pollutants from the manure application.

Warranty and disclaimer. There is no warranty, representation, or guarantee regarding the manure, express or implied, oral or written, including any warranty or guarantee of merchantability or fitness for a particular purpose of the manure or the quality or quantity (Producer has no obligation to provide any manure during the term of this Agreement) of the manure or whether the manure will be beneficial or detrimental to the land, crops or other items on the land.

Binding Effect. This agreement shall run with the land and inure to the benefit of and be binding upon the heirs, executors, personal representatives, and successors of each party.

Assignment. This agreement shall not be assigned by either party without the express prior written consent of all parties.

Limitation of liability and indemnification. Each party shall indemnify, defend and hold harmless the other parties from all costs, losses, liabilities, claims, penalties or expenses (including reasonable attorney's fees) imposed upon or incurred by or asserted against the party by reason of: a) any failure on the part of any other party to perform or comply with any of the terms of this agreement, b) any enforcement or remedial action taken by the party in the event of

a failure to perform or comply with the terms of this agreement by any other party; or c) any litigation, negotiation or transaction in which the party becomes involved or concerned (without that party's fault) respecting the agreement, the described premise or the use or occupancy thereof by any other party. Without limitation of the preceding sentence, because Producer is responsible for the proper application of manure on Landowner's land, Producer expressly agrees to hold harmless and indemnify, including reasonable attorney's fees, Landowner for (1) any nuisance, trespass, negligence, or other action brought by a third party involving unreasonable interference with that party's reasonable use and enjoyment of their land caused by the application of manure on Landowner's land; or (2) any action brought by a third party for discharges of manure, no matter the cause or source, which may occur.

Entire agreement. This agreement constitutes the entire agreement between the parties; and it supersedes all negotiations and other discussions prior to and after the execution of this agreement.

Amendments. No amendment of the terms of this agreement will be effective unless made in writing and signed by the parties. The waiver of a provision of this agreement will not be deemed a waiver of future compliance with this agreement.

Severability. In the event any provision of this agreement is held unenforceable, in whole or in part, the remaining provisions of this agreement will not be affected thereby unless the unenforceable provision materially alters the rights of either party and it is impossible to adjust for the unenforceable provision.

Changes in Agreement Terms. The conduct of either party by act or omission shall not be construed as a material alteration of this agreement until such provision is reduced to writing and executed by all parties as an addendum to this agreement.

Construction. Words and phrases herein, including the acknowledgment, are construed as in the singular or plural and as the appropriate gender according to the context. The captions and headings of the paragraphs of this agreement are for convenience only and are not to be used to interpret or define the provisions thereof.

Notices. The notices contemplated in this agreement shall be made in writing and shall be delivered either in person or mailed by the U.S. Postal Service by registered mail return receipt requested to the recipient's last known mailing address.

[add signature lines and notary clauses for all parties]