

**EASEMENT FOR APPLICATION OF
ANIMAL WASTE**

THIS AGREEMENT is made effective this 1st day of June, 2016, by and between Mapes Family Trust, having a mailing address of 41 Highmeadows Circle, Powell, OH 43065-9423, hereinafter referred to as "Landowner," and KLG, LLC, having a mailing address of 1830 East County Road 2100, Burnside, IL 62330 hereinafter referred to as "Producer."

WHEREAS, Producer is the owner of a swine confinement enterprise situated on real estate located in Hancock County, Illinois, and more particularly described on attached Exhibit "A" (page 5), which is incorporated herein by reference; and

WHEREAS, Landowner is the owner of certain agricultural real estate, more particularly described on attached Exhibit "B" (page 6), which is incorporated herein by reference; and

WHEREAS, Landowner is willing to allow Producer to spread animal waste/manure and compost on his or her agricultural real estate, and Landowner is willing to allow Producer to temporarily lay pipe or hose across such real estate, which pipe or hose will contain animal waste/manure, for further transfer of animal waste/manure.

NOW THEREFORE, in consideration of the mutual promises and covenants herein contained, the parties agree as follows:

1. Landowner does hereby grant, bargain, sell and convey to Producer the right and easement to enter upon the real estate described on the attached Exhibit "B" and to spread, apply and dispose of manure, other animal waste and compost thereon and to lay pipe and/or hose on, over, across and through the real estate described on the attached Exhibit "B" for the purpose of further transfer of animal waste/manure through such pipe and/or hose. Producer shall spread and dispose of said animal waste/manure in such a fashion as to not unreasonably interfere with or impede the planting, growth and harvesting of crops on said property. This easement is for the benefit of and shall be appurtenant to the real estate described on attached Exhibit "A" and shall burden the real estate described on attached Exhibit "B".

2. Producer warrants that all animal waste/manure handling practices of Producer on the real estate described on Exhibit "B" shall comply, in all material respects with all applicable local, state and federal rules, regulations and statutes.

3. Landowner represents and warrants that Landowner is the record owner of the real estate described on Exhibit "B" with the full power and authority to grant, bargain, sell and convey the easement granted hereby. This Agreement and the easement described herein shall run with the land and shall be binding upon and inure to the benefit of the heirs, successors, personal representatives, assigns and grantees of the parties hereto and all future owners of the real estate described on Exhibit "A" and Exhibit "B".

4. This Agreement constitutes the entire agreement of the parties with respect to the subject matter hereof and shall not be modified except in writing signed by both parties. This Agreement may be assigned by Producer in Producer's sole discretion.

5. The term of this Agreement and the easement described herein shall be 15 years, commencing January 1, 2017 and running through January 1, 2032. The term of this Agreement shall automatically renew for successive one (1) year periods unless notification is given by one party to the other in writing at least six (6) months prior to then-current scheduled expiration date.

6. This Agreement is governed by the laws of the state in which the real estate described on Exhibit "B" is located. If any portion of this Agreement is invalid or unenforceable with respect to any party, the remainder of this Agreement will not be affected, and each provision of this Agreement will be valid and enforceable to the fullest extent permitted by law.

7. This Agreement may be executed in one or more counterparts. All counterparts so executed shall constitute one Agreement, binding on all parties, even though all parties are not signatories to the same counterpart.

[Signatures on following page]