

## FERTILIZER SPREADING AGREEMENT

THIS AGREEMENT is made effective as of this \_\_\_\_ day of \_\_\_\_\_, 2005, by and between \_\_\_\_\_, a Missouri corporation (“\_\_\_\_”), and \_\_\_\_\_ (“Landowner”).

WHEREAS, \_\_\_\_ has constructed and operates a hog confinement facility (“\_\_\_\_”) in \_\_\_\_\_ County, Missouri, hereafter referred to as the “\_\_\_\_”, and more particularly described as follows:

The farm name “\_\_\_\_\_” is located in Township \_\_\_\_, Range \_\_\_\_, Sections \_\_ & \_\_ and Township \_\_\_\_, Range \_\_\_\_, Sections \_\_, in \_\_\_\_\_ County and Township \_\_\_\_, Range \_\_\_\_, Sections \_\_, in \_\_\_\_\_ County, Missouri.

WHEREAS, Landowner owns certain agricultural real estate in \_\_\_\_\_ County, Missouri, hereafter referred to as “Landowner’s Property” and more particularly described as follows:

Township \_\_\_\_, Range \_\_\_\_, Sections \_\_ & \_\_, in \_\_\_\_\_ County, Missouri.

NOW THEREFORE, the parties hereto agree as follows:

1. Right to Spread. Landowner grants to \_\_\_\_ the right to spread liquefied hog lagoon effluent generated from the \_\_\_\_ on Landowner’s Property. Landowner agrees to cooperate with \_\_\_\_ in all reasonable respects to facilitate the spreading of the lagoon effluent. \_\_\_\_ shall have the right to enter Landowner’s Property to construct or install necessary equipment including aboveground pipe and to spread lagoon effluent.

2. Right to Fertilizer. \_\_\_\_ grants to Landowner all rights, title and interest in the lagoon effluent applied by \_\_\_\_ on Landowner’s Property. \_\_\_\_ agrees to cooperate with Landowner in taking all reasonable and necessary actions to ensure that the spreading of lagoon effluent on Landowner’s Property shall not unreasonably interfere with customary agricultural land management practices. In return, Landowner agrees to cultivate, farm and maintain Landowner’s Property by implementing good farm husbandry practices including harvesting crops as soon as practicable after maturity of such crops to allow subsequent spreading of lagoon effluent.

3. Nutrient Application Information. Upon Landowner’s request, \_\_\_\_ shall provide to Landowner information concerning the quantity of nutrients (N/P/K) land applied to Landowner’s Property during the last calendar year.

4. Compliance with Environmental Laws. \_\_\_\_ agrees to take all action necessary to comply with federal and state environmental laws and regulations. \_\_\_\_ warrants that

application of lagoon effluent shall not exceed agronomic rates as defined by \_\_\_\_\_  
\_\_\_\_\_ issued by the Missouri Department of Natural Resources.

5. Successors. The rights and obligations of \_\_\_ in and to this Agreement shall inure to the benefit of, and bind its successors and assigns. The rights and obligations of Landowner in and to this Agreement shall run with the title to the Landowner's Property and shall accrue to the benefit of, and bind, all persons holding, or claiming to hold, a property interest therein.

6. Term. This Agreement shall continue for a term of five (5) years from the date of this Agreement. This Agreement shall automatically renew for another 5-year period unless written notice is given by either party at least ninety (90) days prior to the expiration of the Agreement. Notwithstanding the foregoing, \_\_\_ may terminate this Agreement prior to its stated term if (a) it no longer confines hogs at the \_\_\_\_\_ for more than 24 consecutive months, or (b) \_\_\_ delivers notice to Landowner that compliance with applicable laws, regulations and its state operating permit would be unduly burdensome as described in Section 8 hereof.

7. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Missouri.

8. Right to Deny Application of Lagoon Effluent. During the term of this Agreement, Landowner may deny \_\_\_ the right to spread lagoon effluent in any calendar year, provided Landowner gives \_\_\_ written notice of such decision before March 1<sup>st</sup> of each calendar year. Landowner's right to deny the spreading of lagoon effluent shall not impose any requirement on \_\_\_ to remove equipment or pipelines which may be necessary to transport lagoon effluent to adjacent landowners. In any calendar year during the term of this agreement, \_\_\_ may in its sole discretion decide not to spread lagoon effluent on Landowner's Property. \_\_\_ may exercise its sole discretion not to spread lagoon effluent should \_\_\_ believe that compliance with any applicable laws, regulations, state operating permit or any other circumstances would make it unduly burdensome or impractical to spread on Landowner's Property.

9. Indemnification of Landowner. \_\_\_ shall indemnify and hold Landowner harmless from and against all claims, losses, demands and causes of action, including attorneys' fees, court costs/or judgments arising in favor of any person or other legal entity (including \_\_\_\_\_ employees, agent invitees, contractors, tenants or licensees), provided such claim, loss, demand or cause of action is the result of the negligence or misconduct of \_\_\_, its employees, agents, tenants or invitees.

10. Indemnification of \_\_\_. Landowner shall indemnify and hold \_\_\_ harmless from and against all claims, losses, demands and causes of action, including attorneys' fees, court costs/or judgments arising in favor of any person or other legal entity (including \_\_\_\_\_ employees, agent invitees, contractors, tenants or licensees), provided such claim, loss, demand or cause of action is the result of the negligence or misconduct of Landowner, or Landowner's employees, agents, tenants or invitees.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

\_\_\_\_\_

By: \_\_\_\_\_  
\_\_\_\_\_

LANDOWNER(S)

By: \_\_\_\_\_  
(Print Name) \_\_\_\_\_

By: \_\_\_\_\_  
Co-owner (if applicable)  
(Print Name) \_\_\_\_\_