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County Recording Fee: \$27.00
Iowa E-Filing Fee: \$3.00
Combined Fee: \$30.00
Revenue Tax:
Delaware County, Iowa
Daneen Schindler RECORDER
BK: 2021 PG: 3370

Prepared by/Return to: Ben Isaacson, 5475 Dyer Ave., Ste 141, Marion IA 52302
Phone: 319-377-1143

MANURE LEASE AGREEMENT

This Manure Lease Agreement (this "**Agreement**") is made effective as of September 1st, 2021, by and between the property owners listed at the signature lines of this Agreement (collectively, the "**Property Owners**") and **T & M Pork LLC**.

The Property Owners own agricultural real estate in Delaware County, Iowa, that is used by the Property Owners to grow corn and/or soybeans (the "**Cropland**"). A description of the Cropland is attached as Exhibit A.

T & M Pork, LLC operates hog facilities near the Cropland; these hog facilities are described on Exhibit B. The hog facilities generate valuable manure that is available for fertilizer (the "**Hog Manure**"). The Property Owners desire that the Hog Manure be made available to them as fertilizer for the Cropland. Therefore, the parties agree as follows.

1. Manure Lease. The Property Owners hereby grant to **T & M Pork, LLC** a lease for the disposal of Hog Manure on the Cropland. This lease guaranties (i) that Hog Manure from the **T & M Pork, LLC** facilities may be applied to the Property Owners' Cropland, and (ii) that the Hog Manure from the facilities described on Exhibit B will be made available to the Property Owners' Cropland.

2. Application of Manure. It is expected the Hog Manure will be available annually in the fall and perhaps also in the spring. It is recognized that Hog Manure will not be applied between the time crops are planted and harvested or when soil conditions exist which would result in manure application being detrimental to crop production. However, it is also recognized that it is critical that all of the Hog Manure from the **T & M Pork, LLC** facilities be distributed at least annually. The individual Property Owners recognize that Hog Manure will not be available for all of the Cropland every year. Therefore, the parties agree to work cooperatively on an annual basis that results in a fair and equitable allocation of the Hog Manure among the various parcels of real estate included in the total Cropland real estate described on Exhibit A. The parties will also work cooperatively on the timing of which days Hog Manure will be removed from the **T & M Pork, LLC** facilities and applied on the Cropland. The parties will cooperate with each other as necessary to comply with applicable law or regulations.

3. Cost of Application. The cost of removing the Hog Manure from the **T & M Pork, LLC** facilities and applying it to the Cropland shall be split as follows: if the manure is applied direct

application with a hose and not hauled, it shall be 75 % cost of **T & M Pork, LLC** and 25 % cost of the property owner. If the manure is hauled and not applied via a hose, it shall be 50 % cost of **T & M Pork, LLC** and 50 % cost of the property owner.

4. Term. This Agreement shall be for twenty years from the beginning of the agreement, or until September 15, 2041. A Property Owner may terminate this Agreement as to that specific Property Owner by providing written notice to the other parties. If one Property Owner terminates, **T & M Pork, LLC** shall work to add a replacement owner or may terminate the entire Agreement.

5. Change of Land Ownership. This Agreement shall "run with the land" and be binding on the successors in interest to the parties, specifically including future owners of the Cropland. The Property Owners (or their successors) will provide **T & M Pork, LLC** with 60 days advance notice of any change in ownership of a parcel of the Cropland so that all parties can work cooperatively with the future Property Owner.

6. 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, and no warranty of the quality or quantity of the Hog Manure.

7. Entire agreement. This Agreement constitutes the entire agreement between the parties; it supersedes all prior negotiations and discussions.

8. 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. The conduct of any 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 amendment to this Agreement.

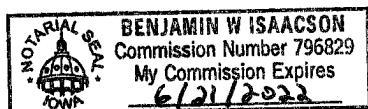
Ralph Nieman
Owner Ralph Nieman

Reva Nieman
Owner Reva Nieman

STATE OF IOWA, COUNTY OF Delaware, ss:

This instrument was acknowledged before me on September 1st, 2021, by
Ralph Nieman and Reva Nieman

Bj. W. Isaacson
Notary Public



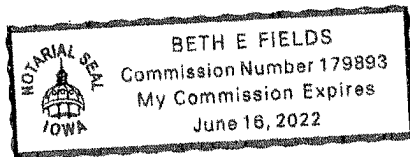
T & M Pork, LLC

By: _____

Scott J. Tenley, Manager

STATE OF IOWA, COUNTY OF JONES, ss:

This instrument was acknowledged before me on Aug. 31, 2021, by Scott J. Tenley, as **Manager** of T & M Pork, LLC.



Beth E. Fields
Notary Public

EXHIBIT A

The Northwest fractional Quarter (NWfr1/4) of the Northwest Quarter (NW ¼) of Section Four (4) and that part of the Northeast fractional Quarter (NEfr ¼) of the northeast quarter (NE ¼) of Section Five (5) described as commencing at the Northeast corner of said Section Five (5) and running thence West ten and one-fourth (10 ¼) rods, THENCE South Eighty Two and One-Eighth (82 1/8) rods, thence East Ten and One-Fourth (10 ¼), rods thence North Eighty Two and One-Eighth (82 1/8) rods to the point of beginning, all in Township Eighty Eight (88) North, Range Four (4), West of the Fifth P.M., except those parts conveyed to the State of Iowa by Warranty Deeds recorded in Book 83 L.D.,

Pages 255-256 and in Book 118 L.D., Page 44, also except Parcel A, Part of the NW FR ¼ - NW ¼, Sec. 4, T88N, R4W of the Fifth P.M., Delaware County, Iowa, according to the plat recorded in Book 2004, Page 138, subject to easements of record.

EXHIBIT B

The Southwest Quarter (SW $\frac{1}{4}$) of the Northwest Quarter (NW $\frac{1}{4}$) of Section Four (4), Township Eighty Eight (88) North, Range Four (4), West of the Fifth P.M., Delaware County, Iowa