

Recorded: 9/24/2021 at 9:19:55.0 AM  
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: 3372

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 9/1/2021, 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. This description includes property tax parcel numbers, one or more sketches, and short-form legal descriptions (the "**Cropland**").

**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.

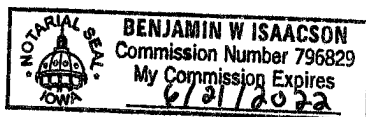
Brian Reher  
Owner

Janece Recker  
Owner

Richard Recker  
Owner

STATE OF IOWA, COUNTY OF Delaware, ss:

This instrument was acknowledged before me on September 1<sup>st</sup>, 2021, by Brian Reher and Richard Recker.



B. W. Isaacson  
Notary Public

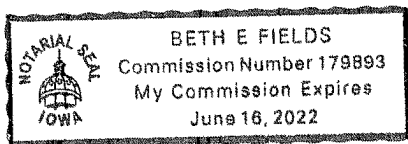
T & M Pork, LLC

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

- Parcel 1: The SE  $\frac{1}{4}$  of the NW  $\frac{1}{4}$ , the SW  $\frac{1}{4}$  of the NE  $\frac{1}{4}$ , except N 4 rods, and the N  $\frac{1}{2}$  of the SW  $\frac{1}{4}$  of Section 4, Twp 88 N, Range 4 West of the 5<sup>th</sup> PM, Delhi Township, Delaware County, Iowa.
- Parcel 2: The S  $\frac{1}{2}$  of the SW  $\frac{1}{4}$  and the W  $\frac{1}{2}$  of the SE  $\frac{1}{4}$  of Section 4, Twp 88 N, Range 4 West of the 5<sup>th</sup> PM, Delhi Township, Delaware County, Iowa.
- Parcel 3: The E  $\frac{1}{2}$  of the SE  $\frac{1}{4}$  of Section 4, Twp 88 N, Range 4 West of the 5<sup>th</sup> PM, Delhi Township, Delaware County, Iowa.

## EXHIBIT B

The Southwest Quarter (SW¼) of the Northwest Quarter (NW¼) of Section Four (4), Township Eighty Eight (88) North, Range Four (4), West of the Fifth P.M., Delaware County, Iowa