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Revenue Tax: \$0.00
Delaware County, Iowa
Daneen Schindler RECORDER
BK: 2026 PG: 2454

MANURE APPLICATION AGREEMENT

Prepared by: Julie Vyskocil
6701 Westown Parkway, Ste 100, West Des Moines, IA 50266
515-271-5909

Return to: Julie Vyskocil
6701 Westown Parkway, Ste 100, West Des Moines, IA 50266

Tax Address:
Re: #1. Grantor's property: See Exhibit B attached

#2. And concerning Grantees' property: Lot 1 of Arlen Acres, Plat #2, in
Section 34, Township 90 North, Range 2, West of the 5th P.M., as shown
in the Plat of Survey Recorded as Instrument number 2026-00008561 in
the Office of the Dubuque County Recorder, Dubuque County, Iowa

Grantees: CM Pork, LLC, 1896 Jackson Street, New Vienna, IA 52065

Grantors: Ann Cook, Trustee of the Richard F. Cook Family Trust, 32479 Rockville Rd.,
Worthington, IA 52078

MANURE APPLICATION AGREEMENT

Ann Cook, Trustee of the Richard Cook Family Trust, Grantor and owner of farmland ("Landowner") and CM Pork, LLC, Grantee and owner of a swine operation ("Producer") agree as follows:

Producer shall supply manure from the swine confinement feeding operation located on land described in Exhibit "A" ("Swine Operation") to the Landowner's Land. The Landowner shall accept Producer's manure for application on Landowner's Land described on the attached Exhibit "B" ("Landowner's Land"). The number of acres of Landowner's Land available for application of manure is 176 acres, more or less.

1. Term and Termination. This Agreement shall commence on August 19, 2016, and shall be in effect for a term of 50 years or as long as the Swine Operation is occupied with livestock and located on the land described on the attached Exhibit "A", whichever is longer.

The Agreement shall terminate prior to the date that the Swine Operation is no longer located on the Land described on the attached Exhibit A only if (1) the Producer breaches the terms of the Agreement by ceasing to produce livestock in commercially reasonable amounts at the Swine Operation for a period of twenty-four consecutive 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.

2. Right to Apply Manure. Landowner grants Producer the right, to apply manure from the Swine Operation to Landowner's Land subject to this Agreement. Producer has the obligation to provide all manure from the Swine Operation to land owned by Landowner and Landowner shall accept all manure generated by the Swine Operation to Landowner's Land subject to this Agreement. If in any year under this Agreement, the Landowner cannot apply manure from the Swine Operation on Landowner's land due to nutrient levels exceeding recommended levels or those levels approved in the Producer's Manure Management Plan, the Producer shall find alternative land for the manure to be applied.

3. Time of Application. Manure shall 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.

4. Application and Manure Cost. Landowner or Landowner's Tenant farming the land where the manure is to be applied 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 100% of the cost of application of manure.

5. 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.

The party applying the manure shall be responsible for the application of manure in compliance with applicable law or regulations, including but not limited to the 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 records of nutrient applications other than Producer's manure, including commercial fertilizer and manure.

6. Level of Soil Nutrients, Other Crop Nutrients, and Crop Rotation. The party applying the manure shall apply manure in compliance with the manure management plan. Any soil tests required under the Producer's manure management plan shall be conducted by a reputable soil test service at the expense of the Landowner.

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 unless the Producer has notified Landowner that manure will not be applied to the Landowner's Land covered by this Agreement.

If the Landowner's crop rotation requires additional acres for the application of manure from the Swine Operation, Landowner will secure written agreements for sufficient additional land for Producer to apply manure and pay Producer any additional costs, including manure application costs, Producer incurs in applying the manure to the additional land secured by Landowner.

7. 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.

8. 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 of the manure or whether the manure will be beneficial or detrimental to the land, crops, or other items on the land, and Producer disclaims any such warranties, representations, and guarantees.

9. Construction of Confinement Feeding Operation. Landowner shall not construct or operate, or be involved in the construction or operation of, a confinement feeding operation within 1 mile of the Swine Operation without the written consent of Producer. However, any confinement feeding operation in operation at the time this Agreement is entered into is excluded from the requirements of this section.

10. 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.

11. Assignment. This Agreement may be assigned by either party with the prior written consent of the other party, consent which shall not be unreasonably withheld.

12. Limitation of Liability and Indemnification. Each party shall indemnify, defend and hold harmless the other party 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 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.

13. 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.

14. 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.

15. 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.

Landowner - Randall Cook and Amy Cook, husband and wife

Randall Cook

Randall Cook

Dated: 8-20-26, 2026

Amy Cook

Amy Cook

Dated: 8-20-26, 2026

STATE OF IOWA)

COUNTY OF)

Delaware)ss

On this 20 day of August, 2026, before me, the undersigned, a Notary Public in and for said State, personally appeared Randall Cook and Amy Cook, husband and wife, to me known to be the identical persons named in and who executed the foregoing instrument and acknowledged that they executed the same as their voluntary act and deed.



Whitney Rave
Notary Public

By: Connor Mermann
Connor Mormann

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EXHIBIT "A"

The description of the land where the Swine Operation is located is:

**Lot 1 of Arlen Acres, Plat #2, in Section 34, Township 90 North, Range 2,
West of the 5th P.M., as shown in the Plat of Survey Recorded as
Instrument number 2026-00008561 in the Office of the Dubuque County
Recorder, Dubuque County, Iowa**

EXHIBIT "B"

The description of the Landowner's Land where the manure will be applied is:

Lot 2 of Arlen Acres, Plat 2 in Section 34, Township 90 North, Range 2, West of the 5th P.M., as shown in the Plat of Survey Recorded as Instrument number 2026-00008561 in the Office of the Dubuque County Recorder, Dubuque County, Iowa

AND

Lot 2 of the SE $\frac{1}{4}$ of the NW $\frac{1}{4}$; Lot 2 of Lot 1 of the SE $\frac{1}{4}$ of the NW $\frac{1}{4}$; Lot 2 of Lot 1 of Lot 2 of the SW $\frac{1}{4}$ of the NE $\frac{1}{4}$; and Lot 2 of Lot 2 of the SW $\frac{1}{4}$ of the NE $\frac{1}{4}$; all in Section 19, Township 88 North, Range 2 West of the 5th P.M., according to the United States Government Survey and the recoded plats of survey thereof, subject to highway and easements of record, Dubuque County, Iowa

AND

The SW $\frac{1}{4}$ of the NE $\frac{1}{4}$ and the West $\frac{1}{2}$ of the SE $\frac{1}{4}$ and the SE $\frac{1}{4}$ of the NW $\frac{1}{4}$, and the SW $\frac{1}{4}$, all in Section 18, the NE $\frac{1}{4}$ of the NW $\frac{1}{4}$ and Lot 2 of Lot 2 of the NW $\frac{1}{4}$ of the NE $\frac{1}{4}$ and Lot 1 of Lot 2 of the NW $\frac{1}{4}$ of the NE $\frac{1}{4}$ and Lot 1 of the Subdivision of Lot 1 of Lot 2 of the SW $\frac{1}{4}$ of the NW $\frac{1}{4}$ lying North of the County Road, all in Section 19, Township 88 North, Range 2 West of the 5th P.M., according to the United States Government Survey and the recorded plats thereof, subject to highway and easements of record, Dubuque County, Iowa

AND

The NE $\frac{1}{4}$ of the SW $\frac{1}{4}$, the E $\frac{1}{2}$ of the NW $\frac{1}{4}$ of the SW $\frac{1}{4}$, and the SE $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 33, Township 88 North, Range 2 West of the 5th P.M., Dubuque County, Iowa, according to the United States Government Survey, subject to highway;

AND

The West $\frac{3}{4}$ of the East $\frac{1}{2}$ of the SW $\frac{1}{4}$ of Section 25, and the West $\frac{3}{4}$ of the NE $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 36, all in Township 88 North, Range 3, West of the 5th P.M., EXCEPT Parcel A part of the West $\frac{3}{4}$ of the East $\frac{1}{2}$ of the SW $\frac{1}{4}$ of Section 25, Township 88, Range 3 West of the 5th P.M., Delaware County, Iowa, according to plat recorded in Book 2012 at Page 4313;

AND

Lot 4 of the Subdivision of the N $\frac{1}{2}$ of the NW $\frac{1}{4}$ of Section 10, Township 88 North, Range 3 West of the 5th P.M., Delaware County, Iowa, according to plat recorded in Book 5 of Plats, Page 58; also the SE $\frac{1}{4}$ of the NW $\frac{1}{4}$ and the East 5 acres of the SW $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of Section 10, Township 88 North, Range 3 West of the 5th P.M., subject to easements and restrictions of record, Delaware County, Iowa