



Document 2478

Document 2017 2478 Type 06 022 Pages 3
Date 10/02/2017 Time 12:42 PM
Rec Amt \$17.00

KIM ANDERSON, RECORDER
HAMILTON COUNTY IOWA

Returned

Prepared By: ~~Russell Henry~~, Henry Law Firm, P.O. Box 398, Jewell IA 50130; 515-827-5221
Return Document To: ~~Henry Law Firm~~, P.O. Box 398, Jewell IA 50130

MANURE APPLICATION AGREEMENT

This Agreement is made this 20th day of September, 2017, between Linda J. Tapper, in her representative capacity as Trustee of the Linda J. Tapper Revocable Trust dated January 4, 2016 (Landowner), and Tod S. Doolittle and Judy J. Doolittle, husband and wife (Operator).

1. Landowner is the owner of real estate legally described as:

The South ½ of the NE 1/4 of Section 14, Township 88 North, Range 25 West of the 5th P.M.

2. Operator operates a hog confinement facility located on certain real estate legally described as:

Auditor's Parcel Letter "A" as shown in Survey Cabinet Slide 264A, Page 1, described as: South 357 feet of the East 417 feet of the SE 1/4 of Section 14, Township 88 North, Range 25 West of the 5th P.M. Subject to road and easements for road.

3. Operator desires access to the Landowner's property for the purpose of applying manure generated by the facility.

4. The term of this Agreement is for 20 years beginning on October 1, 2017, and ending on October 1, 2037.

5. At the Operator's option to apply or not apply animal manure, the Operator shall apply animal manure on the above-described property only during the period of time following the harvest of the crop and before the following crop is planted. Application and distribution of animal manure, however, shall not interfere with the productivity, growing and harvesting of crops on the above-described property. Operator shall give the Landowner at least 24 hours notice when manure is to be applied to Landowner's property. If, in the Landowner's judgment, the application equipment would damage the soil structure due to inclement weather, the Landowner may refuse the application until soil conditions improve. If Operator decides to apply manure, he will give Landowner at least 30 days notice of that decision.

6. Neither party will be required to pay the other party for services to be performed under this Agreement or for the manure to be provided.

7. Landowner shall provide Operator with timely access to all field roads and other ways of access to and from Landowner's property. Operator shall apply manure in compliance with the manure management plan requirements for nitrogen and shall apply manure to the land to maximize soil fertility of other soil nutrients and prevent buildup of those nutrients or trace elements, based on soil tests conducted by a reputable soil testing service at the expense of the Landowner. Operator shall have the manure tested by a reputable laboratory and shall use the test results to determine subsequent applications of manure. Manure analysis shall be at the Operator's expense and Operator shall provide test results to Landowner. If soil tests show nutrient levels in excess of soil test recommendations, application of manure on those specific fields shall be limited to crop utilization rates until subsequent soil tests show nutrient levels are reduced to acceptable levels. Such determination shall not by itself result in termination of the Agreement.

Nutrient applications other than the Operator's manure, i.e., commercial fertilizers and manure from other sources, shall supplement and not replace the Operator's manure applications. Landowner shall not apply nitrogen from other sources in excess of the amounts allowed in Operator's manure management plan. This Agreement is subject to changes required by the Iowa Department of Natural Resources to comply with current regulations.

If requested by Operator, Landowner shall keep and provide Operator with annual crop yield records, beginning three crop years before the date of this Agreement if such records are available to the Landowner. Landowner shall keep and provide the Operator with records of nutrient applications other than Operator's manure, including commercial fertilizer and manure from other sources.

8. 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 of the manure or whether the manure will be beneficial or detrimental to the land, crops or other items on the land.

9. Each party shall be responsible for their own liability arising out of their performance under this Agreement.

10. This Agreement does not run with the land unless recorded in the County Courthouse in the county where the land is located. This Agreement shall be binding upon the

heirs, executors, personal representatives, and successors and assigns of the parties of it.

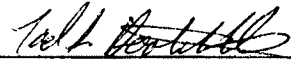
11. This Agreement constitutes the entire agreement and understanding between the Landowner and Operator. Any change or amendment to this Agreement shall be effective only if it is in writing and signed by both the Landowner and Operator. Any waiver of the terms of this Agreement or breach of this Agreement will not be deemed to be a waiver of any subsequent failure to strictly comply with the terms of this Agreement. If any provision of this Agreement is held invalid, the remaining provisions of this Agreement shall remain in full force and effect as if that invalid provision had not been included. If either party files suit to enforce any of the terms of this Agreement, the prevailing party shall be entitled to recover court costs and reasonable attorney fees.


LANDOWNER:

LINDA J. TAPPER REVOCABLE
TRUST DATED JANUARY 4, 2016


By: Linda J. Tapper, Trustee

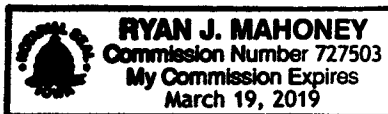
OPERATOR:


Tod S. Doolittle


Judy J. Doolittle

STATE OF IOWA, COUNTY OF HAMILTON, ss:

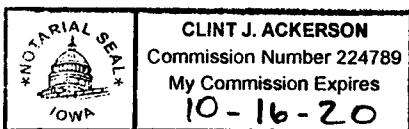
Subscribed and sworn to before me by Linda J. Tapper, Trustee of the Linda J. Tapper Revocable Trust dated January 4, 2016, this 20th day of September, 2017.

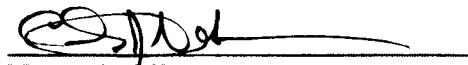



Notary Public

STATE OF IOWA, COUNTY OF HAMILTON, ss:

Subscribed and sworn to before me by Tod S. Doolittle and Judy J. Doolittle this 29th day of September, 2017.




Notary Public