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97 MAY 30 PM 3 00

RECORDER

$36.00

Progressive Pork
13th Hwy 13
Manchester, IA

Prepared by: Daniel H. Swift, 108 N. Madison, Manchester, IA 52057 319-927-4901

MANURE APPLICATION EASEMENT

NOW ON THIS 12TH DAY OF MAY, 1997, Kent Keppler, Curt Keppler, C & K Pork, Inc., an Iowa Corporation, and Gary Jackson Sr. and Betty Jackson, husband and wife, herein agree as follows:

RECITALS

1. Kent Keppler is an individual residing in Delaware County, Iowa;

2. Curt Keppler is an individual residing in Clayton County, Iowa;

3. C & K Pork, Inc., is an Iowa Corporation with its principal place of business being PO Box 217, Manchester, Iowa;

4. Gary Jackson and Betty Jackson are husband and wife and are individuals owning real estate in Delaware County, Iowa;

5. The parties wish to enter into an agreement to allow land application of livestock manure on the real estate hereinafter referred to based upon the terms and conditions hereof.

MANURE APPLICATION EASEMENT AND AGREEMENT

The parties agree as follows:

1. Gary Jackson and Betty Jackson, husband and wife, own the following described real estate, and agree to permit Kent Keppler and/or Curt Keppler and/or C & K Pork, Inc. to dispose of livestock manure upon the following described real estate located in Delaware County, Iowa, and Buchanan County, Iowa, to-wit:

The East One Half (E½) of the Southeast Quarter (SE¼) of Section Twenty-Five (25), Township Ninety (90) North, Range Seven (7), West of the Fifth P.M., Buchanan County, Iowa, AND

The East One Half (E½) of the Southwest Quarter (SW¼), and the Southwest Quarter (SW¼) of the Southwest Quarter (SW¼), and the East Quarter (E¼) of the Northwest Quarter (NW¼) of Section Thirty (30), Township Ninety (90) North, Range Six (6), West and the North One-Half

Assignment 2002
For Record, See Book 254 Page 3-14-02

Addition
For Release, See Book 7 Page 53 5/30/97

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(N½) of the Northwest Quarter (NW¼) of Section Thirty-One (31), Township Ninety (90) North, Range Six (6), West of the Fifth P.M., Delaware County, Iowa

2. This Agreement is for the purpose of waste management and disposal of livestock manure. Kent Keppler and/or Curt Keppler and/or C & K Pork, Inc. shall be allowed to spread and dispose of livestock manure on the property as described herein in such intervals and at such times as are necessary, subject to the restrictions herein. Disposal and distribution of livestock manure, however, shall not interfere with the productivity, growing, cultivating and harvesting of crops on the premises. Kent Keppler and/or Curt Keppler, and/or C & K Pork, Inc. agree to inform Gary Jackson, Sr. and Betty Jackson, husband and wife, of where and when livestock waste will be spread on the real estate described herein.

3. Kent Kepper and/or Curt Keppler and/or C & K Pork, Inc., agree to comply with all environmental laws, regulations, and administrative rules as enacted by the State of Iowa and the United States of America pertaining to the disposal of livestock manure. Kent Keppler and/or Curt Keppler, and/or C & K Pork, Inc. shall additionally be required to comply with all future environmental laws, regulations, and administrative rules enacted by the State of Iowa and/or the United States of America as they relate to disposal of livestock manure.

4. This Agreement shall be binding upon the parties hereto, their heirs, successors and assigns and shall run with the land.

5. The term of this Agreement shall commence on the date as entered into by the parties hereto and shall continue for a period of forty (40) years.

6. Kent Keppler and/or Curt Keppler and/or C & K Pork, Inc., will be allowed the right of ingress and egress across the real estate described herein for purposes of entering into similar agreements with adjacent and/or adjoining land owners. The Easement will be for the purpose of Kent Keppler and/or Curt Keppler and/or C & K Pork, Inc. to cross this real estate with all necessary equipment to adjacent and/or adjoining land owners' real estate for livestock manure application, if desired. In connection with this right as granted, Kent Keppler, and/or Curt Keppler, and/or C & K Pork, Inc., shall not have the right of ingress and egress until such time as any and all growing crops have been removed from the real estate that they wish to cross. Said ingress and egress easement shall be sixty (60) feet in width and shall be located around the outside edge of each particular field.

7. The land owner, their heirs, successors or assigns, are to be responsible for taking soil samples on a regular basis of not less than every three (3) years. The soil samples shall specifically check for nitrogen, phosphorus, and potash to insure that Kent Keppler, and/or Curt Keppler, and/or C & K Pork, Inc. are not under or over applying manure nutrients and livestock manure. The nitrogen, phosphorus and potash shall be at appropriate levels for farmland as determined by Iowa State University Extension.

8. Gary Jackson and Betty Jackson, husband and wife, hereby represent that they have a total of three hundred twenty (320) acres, more or less, subject to this Agreement.

9. Kent Keppler, and/or Curt Keppler, and/or C & K Pork, Inc. understand that Gary Jackson and Betty Jackson may seek the sale of the real estate located in Section 25 of Buchanan County, Iowa, as heretofore described. The parties hereto agree that said real estate in Section 25 of Buchanan County, Iowa, as previously described, will be involved in this Agreement only until said real estate is sold to another party, if sold by Gary Jackson and Betty Jackson, at their sole option. In the event of sale, this Agreement will terminate on the real estate in Section 25 of Buchanan County, Iowa, as herein described. Kent Keppler and/or Curt Keppler and/or C & K Pork, Inc. will be responsible to renegotiate any livestock manure rights they wish with the new owners of the real estate. This provision will not apply to a corporation, partnership, or limited liability company wherein Gary Jackson and Betty Jackson own collectively 50% or more of same and purchase said real estate.

10. The parties hereto understand and agree that the intentions between the parties are for a crop rotation of corn and beans. Application of livestock manure will be made for a two-year crop need. Manure nutrients will be applied in a Fall application on bean acres after removal of the beans. The parties agree that this provision will not be strictly enforced by Gary Jackson, Sr. and Betty Jackson, or Kent Keppler or Curt Keppler or C & K Pork, Inc., because of economic and environmental factors. The parties will mediate any dispute in connection with this provision with Iowa State University Ag Extension.

11. The parties agree that livestock manure application is to be applied on harvested acres at a rate no greater than one hundred twenty (120%) of bean or corn needs on phosphorus, based on a two-year corn/soybean rotation.

12. The following example represents the intention of the parties:

Phosphorus for corn = .38 lbs. per bu.
Phosphorus for beans = .80 lbs. per bu.

160 bu. corn goal x .38 lbs. = 60 lbs./acre
50 bu. bean goal x .80 lbs. = 40 lbs./acre

100 lbs. phosphorus removal in 2 year time frame

If for example, livestock manure sample tests at 12 lbs. phosphorus per 1000/gal., total application per acre would then be:

100 lbs. required divided by 12 = 8.33 x 1000 = 8,330 gal. per acre + 20% = 10,000 gals. per acre

If manure samples are lower, there will be an increase in gallons per acre

If manure samples are higher, there will be a decrease in gallons per acre.

The limiting nutrient is to be phosphorus.

13. Kent Keppler and/or Curt Keppler and/or C & K Pork, Inc., will be required to do manure nutrient testing for nitrogen, phosphorus, and potash to develop a historical average on said nutrients from the livestock manure. Samples will be taken at various levels during the pumping process and will be provided, upon request, to Gary Jackson, Sr. or Betty Jackson. The parties agree that livestock manure will be the first source of nutrient needs unless specific areas or acres cannot be treated due to erosion or tillage concerns. Any disagreement in regards to this provision, shall be mediated with Iowa State University Ag Extension.

14. Gary Jackson Sr. and/or Betty Jackson, or their designees, which would include tenants, have a right to inspect the pumping process at the location where the livestock manure is being pumped or in the field. If inspection is to occur, Curt Keppler and/or Kent Keppler and/or C & K Pork, Inc. must be notified sufficiently in advance so proper action can be taken for purposes of disease control, such as requirement of disinfected boots and clean clothing.

15. All injection equipment used shall not interfere with current tillage plans in place at the present time. For example: with ridge tillage practices, the application of the livestock manure must be by injection equipment for thirty (30) inch rows. If conventional tillage practices are used, the parties agree that equipment is not crucial for application.

16. If any party violates the terms of this Agreement, any other party shall have the right to pursue such legal and equitable remedies as may be available under the laws of the state of Iowa.

17. In the event of litigation concerning the terms of this Agreement, the prevailing party shall be entitled to recovery of court costs, attorney fees and other related and reasonable costs.

18. This Agreement may not be amended by any party hereto unless said amendment is reduced to writing and executed by all parties affected and attached as an addendum to this Agreement.

19. Words and phrases herein, including the acknowledgement, are construed as in the singular or plural and as the appropriate gender, according to context.

20. This Agreement may be assigned by any party hereto, their legal representatives, heirs, executors or successors in interest. Subsequent to said Assignment, Assignor shall provide the other party with notice of assignment, and the name, address and telephone number of Assignee.

21. Any notice of non-compliance herewith, as well as any notice contemplated herein, shall be made in writing and shall be delivered in person or via registered U.S. mail, return receipt requested, postage pre-paid, to the last known address of the intended recipient.

22. This Agreement shall be construed in accordance with the laws of the State of Iowa.

DATED THIS 12TH DAY OF MAY, 1997.

C & K PORK, INC.

By Curt Keppler
Curt Keppler
President/Secretary

By Kent Keppler
Kent Keppler
Vice President/Treasurer

FOR THE LEGAL EFFECT OF THE USE OF THIS FORM, CONSULT YOUR LAWYER

STATE OF IOWA, COUNTY OF DELAWARE, ss:

On this 12TH day of MAY, A.D. 19 97, before me, the undersigned, a Notary Public in and for the said state, personally appeared Curt Keppler, and Kent Keppler, to me personally known, who being by me duly sworn, did say that they are the President/Secretary and Vice President/Treasurer, respectively, of the corporation executing the within and foregoing instrument **to which this is attached**, that ~~XXX~~ ~~seal has been xxxxxxx by the~~ (the seal affixed thereto is the seal of the) corporation; that the instrument was signed ~~(and sealed)~~ on behalf of the corporation by authority of its Board of Directors; and that Curt Keppler and Kent Keppler as officers acknowledged the execution of the foregoing instrument to the voluntary act and deed of the corporation, by it and by them voluntarily executed.

Mary Lou Tracey

MARY LOU TRACEY, Notary Public in and for said state.

THE IOWA STATE BAR ASSOCIATION
Official Form No. 172
Revised April, 1992
This Printing April, 1992

Acknowledgment: For use in case of corporations

(Section 558.39 and 558.39 Code of Iowa)

DATED THIS 12th DAY OF May, 1997.

Gary Jackson, Sr.

Betty Jackson

STATE OF IOWA, COUNTY OF DELAWARE, SS:

On this 12th day of May, 1997, before me, the undersigned, a Notary Public in and for said state, personally appeared Gary Jackson, Sr. and Betty Jackson, husband and wife, to me know to be the persons named in and who executed the foregoing instrument and acknowledged that they executed same as their voluntary act and deed.

Mary Lou Tracey
Notary Public in and for the State of Iowa
Mary Lou Tracey