97 NOV 19 AM 11 10

97-1565

Prepared by Deann Bergfeld, Dubuque Bank and Trust Company, 1398 Central Avenue, Dubuque, IA 52001

For Assignment to CSR
See Book 2003 Page 3458
Date 8-18-03

For Assignment to RJ Management
See Book 2003 Page 3987
Date 8-18-03

For Assignment to Dubuque Bank & Trust
See Book 7 Page 140
Date 11/19/97

WASTE DISPOSAL LEASE AGREEMENT

THIS IS AN AGREEMENT entered into this 29 day of September, 1997, by and between Deen State DBA RES Park (hereinafter "Operator"), which operates or will operate a swine facility located at 1075 150th Ave Strawberry Point, IA and Michael E Faust (hereinafter "Owner") with an address of 1479 110 St Strawberry Point Iowa 52076

In consideration of the mutual covenants and promises herein contained, the parties agree as follows:

1. Grant of Lease. Owner does hereby grant unto Operator, its successors and assigns, a lease for a period of twenty (20) years from and after the date hereof for the purposes of depositing all animal waste products excluding animals and animal parts from livestock operations conducted on the above described premises owned or operated by Operator, together with the right of entrance and exits at convenient points for such purposes and including the right to bring and maintain all equipment for the period necessary to deposit and disseminate said animal waste products on, over, across, and through the premises now owned by Owner, which are described as follows:

The 106 acres in SE 1/4 of Section 2, Township 90 N Range 6W of the 5th P.M., Delaware County, Iowa (state).

The legal description of Operator's facility is as follows:
Parcel A - Part of the NE1/4 of the SE1/4 of Section 2 - T90N R6W of the 5th P.M. Delaware County Iowa according to Plat recorded in Book 8 Plats, Page 81.

2. Time of Disposal. Unless otherwise consented to by Owner, said right to enter the above-described real estate of Owner and to deposit said waste products is limited in time to the time following harvesting of the crop grown thereon by Owner, its successors and assigns, up to and not later than June 1, of the next crop year, or other dates as agreed upon by Owner and Operator.

Said Lease shall further be limited by a maximum amount of waste products to be deposited upon said real estate. The maximum amount shall be mutually agreed upon by the parties hereto based upon the analysis of the soil and an analysis of the waste products, taking into account the intended farming use of the real estate by Owner, its successors and assigns. Operator shall have the right, but not the obligation to apply animal waste products to Owner's property above described at a rate not to exceed the nutrient uptake requirement of the crop. Owner guarantees Operator the right to apply a minimum of 125 pounds of nitrogen per acre

along with potassium and potash each year to the property described in Section 1 of this Agreement.

If the parties are unable to mutually agree upon the maximum amount of waste to be deposited under this Agreement, then the parties agree to submit samples of soil and waste to Iowa State University, Ames, Iowa, and to abide by their recommendation as to the maximum amount of waste that can be deposited upon said real estate taking into account Owner's intended farming use of said real estate. Should Iowa State University not be able to render said advice, then the samples shall be submitted to another credible laboratory of the parties' choice. The cost of said analysis shall be borne equally by the parties hereto.

3. Benefit. It is agreed that the Lease herein conveyed and granted shall inure to the benefit of Operator, its successors and assigns and shall pass automatically with a conveyance or transfer of possession of Operator. Owner represents that it has the full right and power to enter into the Lease granted herein.

4. No Minimum. The fact that this Agreement has been granted to Operator in no way obligates Operator or commits Operator to deposit any waste whatsoever upon the above described land. Subject to the limitations on the maximum amount of waste, Operator, its successors and assigns shall have full right to determine the amounts of waste to be deposited on said property.

5. Operator's Discontinuance of Business. In the event the Operator or its successors and assigns ceases to raise livestock on its premises for a continuous period of five (5) years, this Lease shall terminate.

6. Alternative Site. In the event Owner desires that Operator not apply animal waste to the property described in Section 1, Owner may obtain at its sole expense an alternative site within one (1) mile by established road from the closest boundary of Operator for application of the animal waste products in accordance with this Agreement. In the event such site is more than one (1) mile by established road from the closest boundary of the Operator premises, then Owner agrees to pay all transportation costs to get the animal waste products and effluent from the Operator's premises to the site for application.

7. Covenant Running with the Land. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors, assigns and legal representatives and shall be deemed as a covenant running with the land.

8. Compensation. Owner, its successors and assigns, agree to pay Operator, its successors and assigns, reasonable compensation for the cost of spreading and applying the animal waste products herein before described.

Future reasonable compensation will be determined by the parties each year depending on the circumstances in the local agricultural economy at the time, and if the parties are unable to mutually agree upon the reasonable compensation for any certain year, then the parties agree to

submit the question to Iowa State University, Ames, Iowa, and to abide by its recommendation of the fair compensation. Further, in the event Iowa State University is not able to render said advice, then each party shall select an expert and the two (2) experts shall select a third expert, and then, the three (3) experts shall make a recommendation concerning the reasonable compensation for the year and the parties agree to abide by said recommendation. Finally, if the three (3) experts cannot agree, then the reasonable compensation for the year shall be the average of the three (3) expert opinions.

IN WITNESS WHEREOF, the parties hereto have executed this Waste Disposal Lease Agreement the year and date first above written.

OPERATOR

R. Dean State

OWNER

Michael E. Faust

STATE OF Iowa

COUNTY OF Adams

The foregoing was acknowledged before me this 29 day of September 1997, by R. Dean State, to me known to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same as his free act and deed.

Notary Public
Richard H. Hood

STATE OF Iowa

COUNTY OF Adams

The foregoing was acknowledged before me this 29 day of September 1997, by Michael E. Faust, to me known to be the person described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

Notary Public
Richard H. Hood

ATTACHMENT A
TO MANURE DISPOSAL LEASE AGREEMENT

1. Lessee agrees to indemnify and hold harmless Lessor from any claims for injury to property owned or operated on Lessor's land by the Lessee and from any damage to property or persons, including employees of the Lessee, that may result from Lessee's use of Lessor's property.

2. Lessee further agrees to pay within thirty (30) days after demand is made by the Lessor for any damages Lessee may have caused to Lessor's property.

3. Lessee further agrees to hold harmless Lessor from any claims, civil or criminal, arising from any claim by local, State, or Federal Governments of Violations of any laws, rules, or regulations caused by Lessee or his employees caused by the hauling or spreading of manure on the leased premises.

4. Lessee agrees to put maximum allowed under operation's management manure plan under DNR per acre unless Lessor requests Lessee to apply more.

5. Lessee agrees to sample each building's pit and supply Lessor with the nutrient analysis of said manure.

6. Lessor will have decision making in regard to the following options:
   A. Lessee will apply the manure to Lessor's ground at the cost stated in contract.

   B. Lessee will provide a chopper pump at no cost to Lessor. Lessor will provide labor, tractor, applicator unit and any additional pumps needed.

   C. Lessor will apply waste at his own expense.

Operator

R. Dean State

Owner

Michael E. Faust