C & K Pork
1464 Buchanan
Delaware Ave.
Lamont, IA 50650

34-1842

Preparer Information:

Daniel H. Swift 108 N. Madison St. Manchester 319-927-4901

Preparer's Name Street Address City Phone Number

**MANURE APPLICATION AGREEMENT**

NOW ON THIS 4th DAY OF November, 1997, Kent Keppler, Curt Keppler, C & K Pork, Inc., an Iowa Corporation, Progressive Pork L.C. and Steve Sanders 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 1310 Highway 13, Manchester, Iowa;

4. Progessive Pork L.C. is a Limited Liability Company with its principal place of business being PO Box 217, Rural Route #3, Manchester, Iowa;

5. Steve Sanders is an individual owning real estate in Buchanan County, Iowa;

6. The parties wish to enter into an agreement to allow injection of livestock manure on the real estate herein referred to based upon the terms and conditions hereof.

**MANURE APPLICATION EASEMENT AND AGREEMENT**

The parties agree as follows:

Assignment
For Extract, See Book 2002
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DATE 12-18-97 BOOK 7 PAGE 158

1. Steve Sanders owns the following described real estate and agree to permit Kent Keppler and/or Curt Keppler and/or C & K Pork, Inc. and/or Progressive Pork, L.C., to dispose of livestock manure upon the following described real estate located in Buchanan County, Iowa, to-wit:

> The South One-Half (S½) of the Northwest Quarter (NW¼) and the North Forty Three (43) acres of the Southwest Quarter (SW¼) of Section Thirty One (31), T90N, R6W, of the 5th 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. and/or Progessive Pork, L.C. shall be allowed to inject livestock manure as 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. and/or Progressive Pork, L.C., agree to inform Steve Sanders of where and when livestock waste will be injected on the real estate described herein.

3. Kent Keppler and/or Curt Keppler and/or C & K Pork, Inc. and/or Progressive Pork, L.C. 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. and/or Progressive Pork, L.C. 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 twenty (20) years.

6. 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. and/or Progressive Pork, L.C. are

not under or over applying manure nutrients and livestock manure. The nitrogen, phosphorus and potash shall be at appropriate levels for farm land as determined by Iowa State University Extension.

7. Steve Sanders hereby represents that he owns a total number of one hundred twenty three (123) acres, more or less, subject to this agreement.

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

Nitrogen for corn = 1.2 lbs. per bu.
Nitrogen for beans = 3.8 lbs. per bu.

160 bu. corn goal x 1.2 lbs. = 192 lbs./acre
50 bu. bean goal x 3.8 lbs. = 190 lbs./acre

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

192 lbs. required divided by 12 = 16.0 x 1000 =
16,000 gal. per acre + 20% = 19,200 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 nitrogen.

See attached Exhibit "A".

9. Kent Keppler and/or Curt Keppler and/or C & K Pork, Inc. and/or Progressive Pork, L.C., 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 Steve Sanders.

10. If any party violates the 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.

11. 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.

12. 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.

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

14. 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.

15. 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.

16. This agreement shall be construed in accordance with the laws of the State of Iowa.

17. All manure applied shall be injected into the soil.

DATED THIS 4th DAY OF NOVEMBER, 1997.

C & K PORK, INC.

By Curt Keppler Pres/Sec.
Curt Keppler
President/Secretary

By Kent Keppler/VICE PRES./TREASURER
Kent Keppler
Vice President/Treasurer

PROGRESSIVE PORK, L.C.

By Curt Keppler Member
Curt Keppler, Member

By Kent Keppler, MEMBER
Kent Keppler, Member

By Donald Keppler Member
Donald Keppler, Member

Subscribed and sworn to before me by Curt Keppler this 17th day of November, 1997.

Notary Public in and for the State of Iowa

Subscribed and sworn to before me by Kent Keppler this 17th day of November, 1997.

Notary Public in and for the State of Iowa

Subscribed and sworn to before me by Donald Keppler this 17th day of November, 1997.

Notary Public in and for the State of Iowa

DATED THIS 4th DAY OF November, 1997.

Steve Sanders

Subscribed and sworn to before me by Steve Sanders this 4th day of November, 1997.

Notary Public in and for the State of Iowa

1-17-2000

# ANNUAL POUNDS OF NITROGEN PER SPACE OF CAPACITY

| Swine | Space | Liquid, Pit | Liquid, Lagoon | Solid manure |
|---|---|---|---|---|
| Nursery, 25 lb. | 1 head | 2 | 1 | 5 |
| Grow-finish, 150 lb. | 1 head | 21 | 6 | 29 |
| Gestation, 400 lb. | 1 head | 14 | 5 | 39 |
| Sow & Litter, 450 lb. | 1 crate | 32 | 11 | 86 |
| Farrow-nursery | Per sow in breeding herd | 22 | 8 | 85 |
| Farrow-finish | Per sow in breeding herd | 150 | 44 | 172 |

| Dairy, Confined | Space | Liquid, Pit | Liquid, Lagoon | Solid manure |
|---|---|---|---|---|
| Cows, 1200 & up lb | 1 head | 129 | 59 | 239 |
| Heifers, 900 lb. | 1 head | 97 | 44 | 179 |
| Calves, 500 lb. | 1 head | 54 | 24 | 100 |
| Veal calves, 250 lb | 1 head | 27 | 12 | 50 |
| Dairy herd | Per productive cow in the herd | 203 | 87 | 393 |

| Beef, Confined | Space | Liquid, Pit | Liquid, Lagoon | Solid manure |
|---|---|---|---|---|
| Mature cows, 1000 lb | 1 head | 105 | 23 | 147 |
| Finishing, 900 lb | 1 head | 95 | 19 | 132 |
| Feeder calves, 500 lb | 1 head | 53 | 11 | 73 |

| Poultry | Space | Dry Manure |
|---|---|---|
| layer, cages | 1000 head | 816 |
| broiler, litter | 1000 head | 585 |
| turkeys, litter | 1000 head | 1400 |

## Crop Nitrogen Usage Rate Factors

| | | | |
|---|---|---|---|
| Corn Zone 1 | 0.9 lbs/bu | Orchard grass | 38.0 lbs/ton |
| Zone 2 | 1.1 lbs/bu | Tall fescue | 38.0 lbs/ton |
| Zone 3 | 1.2 lbs/bu | Switch grass | 21.0 lbs/ton |
| Corn silage | 7.5 lbs/ton | Vetch | 56.0 lbs/ton |
| Soybeans | 3.8 lbs/bu | Red Clover | 43.0 lbs/ton |
| Oats | 0.75 lbs/bu | Perennial rye grass | 24.0 lbs/ton |
| Alfalfa | 50.0 lbs/ton | Timothy | 25.0 lbs/ton |
| Wheat | 1.3 lbs/bu | Wheat straw | 13.0 lbs/ton |
| Smooth brome | 40.0 lbs/ton | Oat Straw | 12.0 lbs/ton |
| Sorghum or Sudan grass | 40.0 lbs/ton | | |

The following map outlines the three zones for the corn nitrogen usage rates indicated in the above table.

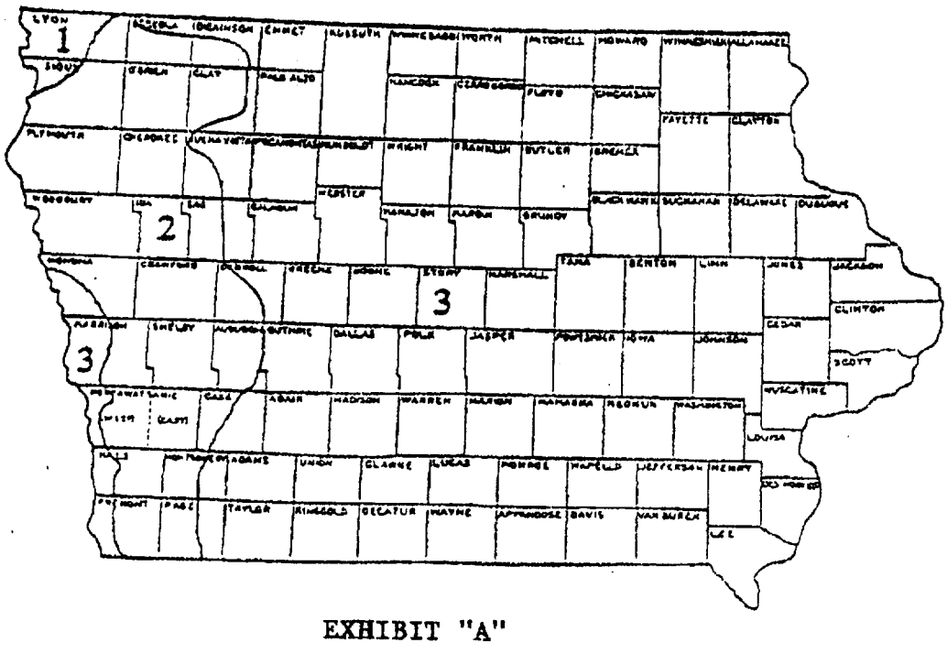



EXHIBIT "A"