Elk Ridge L.C.
2818 Cottage Rd.
Cedar Falls, IA
50613

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

DELAWARE COUNTY, IOWA
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BOOK 2001 PAGE 1984
DEBORAH L. BERON
DELAWARE CO RECORDER
16.00

WASTE DISPOSAL LEASE AGREEMENT

THIS IS AN AGREEMENT entered into this 14 day of March, 2001, by and between Elk Ridge L.C., (hereinafter "Operator"), who operate or will operate a swine facility located at 1252 State Hi-way 38 Greely, Iowa, and Daniel A. Bockenstedt, JoAnn D. Bockenstedt, Richard Bockenstedt, and Kimberly Bockenstedt (hereinafter "Owners") with address of 1452 State Highway No. 38, Greeley, Iowa and 1623 State Highway No. 38, Greeley, Iowa.

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

1. **GRANT OF LEASE** - Owners do hereby grant unto Operator, their successors and assigns, a Lease for a period of twenty (20) years from and after the date hereof for the purposes of depositing animal waste products, excluding animals and animal parts, from livestock operations conducted on the herein 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 Owners, which are described as follows: See attached Exhibit "A" for legal description of Owners' property.

   The legal description of Operator's facility is as follows: Parcel B, Section 18, T90N, R4W of the 5th P.M., Delaware County, Iowa, according to Plat of Survey recorded with the Delaware County Recorder's Office in Book 2001, Page 222.

2. **RIGHT OF ACCESS** - Owners, their agents, successors and assigns, shall have the right at all reasonable times, to enter unto the Operator's property, as described herein, for the purpose of obtaining the animal waste products at the Operator's facility. Owners agree that they or any manure hauler acting as Owners' agent, must clean any equipment before entering Operator's property to guard against the spread of disease. Operator shall have the right to enter unto the real estate of Owners in order to deposit and disseminate any animal waste products over and across Operator's premises in the event that Owners fail to or refuse to remove and spread said manure as provided in this Agreement. Operator shall be limited in time to the time following the harvest of the crop grown on the Owners', its lessees, its successors and assigns, up to and not later than June 1st of the next crop year, or such other dates as agreed upon by the Owners and Operator.

3. **REIMBURSEMENT OF OPERATOR** - In the event that Owners or their agents fail or refuse to spread animal waste products such that Operator or its agents are required to spread animal waste products on the Owners' property, the Owners shall be obligated to reimburse the Operator, its successors and assigns, reasonable compensation for the cost of the spreading and applying said animal waste products herein before described. The cost of said reasonable compensation will be determined by the parties depending on the circumstances and the local agricultural economy at the time. 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 the Iowa State University, Ames, Iowa, and to abide by its recommendations 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.

4. **MINIMUM - MAXIMUM APPLICATION** - The fact that this Agreement has been granted to the Operator in no way obligates Operator or commits Operator to deposit any waste whatsoever upon the above described land. Owners shall not be obligated to accept for distribution on their property said animal waste products if the dissemination of said animal waste products on the Owners' property would exceed that amount allowed by the Manure Management Program approved by the Department of Natural Resources of the State of Iowa. In addition, the parties agree that animal waste products will not be deposited or disseminated on the Owners' property in any manner or in any amount which shall violate any Federal, State or Local Law, Resolution or Ordinance.

5. **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. Owners represent that they have the full right and power to enter into the Lease granted herein.

6. **OPERATOR DISCONTINUANCE OF BUSINESS** - In the event the Operator or their successors and assigns cease to raise livestock on its premises for a continuous period of five (5) years, this Lease shall terminate.

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. **ALTERNATIVE SIGHT** - In the event Owners desire that Operator not apply animal waste to the property described in Section 1, Owners may obtain at their sole expense an alternate 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's premises, then Owners agree to pay all transportation costs to get the animal waste products and effluent from the Operator's premises to site for application.

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

ELK RIDGE L.C.

By _____
Nicklos J. Andersen, Officer

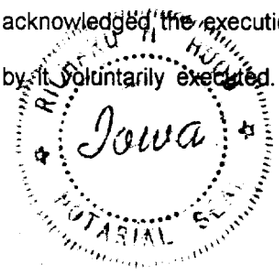
State of Iowa, County of Delaware, ss:

The foregoing instrument was acknowledged before me this 14 day of March, 2001, by Daniel A. Bockenstedt, 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 in and for the State of Iowa

STATE OF IOWA, COUNTY OF Delaware, ss:

On this 14 day of March, 2001, before me, a Notary Public in and for the said State, personally appeared Nicklos J. Andersen, to me personally known, who being by me duly sworn did say that that person is Officer (Insert title of executing member) of said limited liability company, that (~~the seal affixed to said instrument is the seal of said~~) (no seal has been procured by the said) limited liability company and that said instrument was signed (~~and sealed~~) on behalf of the said limited liability company by authority of its managers and the said Nicklos J. Andersen acknowledged the execution of said instrument to be the voluntary act and deed of said limited liability company by it voluntarily executed.



Richard H Hood, Notary Public in and for said State.

(Section 558.39, Code of Iowa)

Acknowledgment: For use in the case of limited liability companies

Daniel A. Bockenstedt

State of Iowa, County of Delaware, ss:

The foregoing instrument was acknowledged before me this 22 day of February, 2001, by Daniel A. Bockenstedt, 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.

Darlene A. Boge
Notary Public in and for the State of Iowa

DARLENE A. BOGE
MY COMMISSION EXPIRES
9-6-2003

JoAnn D. Bockenstedt

State of Iowa, County of Delaware, ss:

The foregoing instrument was acknowledged before me this 22 day of February, 2001, by JoAnn D. Bockenstedt, to me known to be the person described in and who executed the foregoing instrument, and acknowledged that she executed the same as her free act and deed.

Darlene A. Boge
Notary Public in and for the State of Iowa

DARLENE A. BOGE
MY COMMISSION EXPIRES
9-6-2003

Richard Bockenstedt

State of Iowa, County of Delaware, ss:

The foregoing instrument was acknowledged before me this 4 day of March, 2001, by Richard Bockenstedt, 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.

JAMES A. KERPER
NOTARIAL SEAL
IOWA

Notary Public in and for the State of Iowa

Kimberly Bockenstedt

State of Iowa, County of Delaware, ss:

The foregoing instrument was acknowledged before me this 4 day of March, 2001, by Kimberly Bockenstedt, to me known to be the person described in and who executed the foregoing instrument, and acknowledged that she executed the same as her free act and deed.

JAMES W. KEPPER NOTARIAL SEAL

Notary Public in and for the State of Iowa

EXHIBIT "A"

ORD NO. 41243

REPORT OF OWNERSHIP

Prepared for Swift & Swift

DESCRIPTION:

The North one-half (N½) of the Northwest Quarter (NW¼) of Section Five (5), Township Eighty Nine (89) North, Range Four (4), West of the Fifth P.M.; the South one-half (S½) of the Southeast Quarter (SE¼) of Section Seven (7), Township Ninety (90) North, Range Four (4), West of the Fifth P.M., except the North three (3) rods of the Southwest Quarter (SW¼) of the Southeast Quarter (SE¼) of said Section Seven; the South one-half (S½) of Section Eight (8), Township Ninety (90) North, Range Four (4), West of the Fifth P.M.; the South one-half (S½) of Section Nine (9), Township Ninety (90) North, Range Four (4), West of the Fifth P.M., except Lot One (1) in the Northeast Quarter (NE¼) of the Southwest Quarter (SW¼) of Section Nine (9), Township Ninety (90) North, Range Four (4), West of the Fifth Principal Meridian, Delaware County, Iowa, according to plat recorded in Book 5 Plats, Page 159, also the South one-half (S½) of the Northeast Quarter (NE¼) and the South one-half (S½) of the Northwest Quarter (NW¼) and the Northeast Quarter (NE¼) of the Northwest Quarter (NW¼) of Section Nine (9), Township Ninety (90) North, Range Four (4), West of the Fifth P.M.; that part of the Southwest Quarter (SW¼) of the Southwest Quarter (SW¼) of Section Ten (10), Township Ninety (90) North, Range Four (4), West of the Fifth P.M., described as commencing at a stone situated five (5) chains South of the Northwest corner of said Southwest Quarter (SW¼) of the Southwest Quarter (SW¼) of said Section Ten (10), running thence South 44° East two (2) chains forty one (41) links, thence South 18¼° East four (4) chains, thence West seventy two (72) links below a ledge of rocks, thence South 8½° East one (1) chain eighty five (85) links, thence South 17° West three (3) chains thirty two (32) links, thence South 20¼° West two (2) chains seventy five (75) links to a point on the Section line two (2) chains twenty seven (27) links North from the corner of Sections Nine (9), Ten (10), Fifteen (15) and Sixteen (16), in the aforesaid Township and Range, thence North twelve (12) chains and seventy three (73) links to the place of beginning; the West one-half (W½) of the Northeast Quarter (NE¼) and the East one-half (E½) of the Northwest Quarter (NW¼) and that part of the North one-half (N½) of the Southwest Quarter (SW¼) and that part of the North one-half (N½) of the Northwest Quarter (NW¼) of the Southeast Quarter (SE¼) lying North of the county road, all in Section Sixteen (16), Township Ninety (90) North, Range Four (4), West of the Fifth P.M., except Lot One (1) in the Southwest Quarter (SW¼) of Section Sixteen (16), Township Ninety (90) North, Range Four (4), West of the Fifth Principal Meridian, Delaware County, Iowa, according to plat recorded in Book 6 Plats, Page 54, also that part of the Northwest Quarter (NW¼) of the Northwest Quarter (NW¼) of Section Sixteen (16), Township Ninety (90) North, Range Four (4), West of the Fifth P.M., described as commencing at a point two hundred ninety seven (297) feet South of the Northwest corner of said Section Sixteen (16), and running thence North 69° 37' East three hundred eighty eight (388) feet, thence to the left with a five (5) degree curve tangent to the last above mentioned line three hundred thirty three (333) feet to the North line of said Section Sixteen (16), thence West along said North line six hundred forty five (645) feet to the Northwest corner of said Section Sixteen (16), thence South two hundred ninety seven (297) feet to the point of beginning; (SEE PAGES 2 & 3 FOR REMAINDER OF DESCRIPTION)

Last Grantee, Devisee, Heir-at-Law of record in the Chain of Title:

The above description covers any real estate in Delaware County owned by Daniel A. Bockenstedt, JoAnn D. Bockenstedt, Richard Bockenstedt and Kimberly Bockenstedt, and also includes property either being purchased on contract or being sold on contract by said parties. We have not delineated how title is held by the above parties.

This report is a report of ownership only. No examination is made and no opinion has been formed as to the legal effect of any instrument or proceeding inspected. It is made for the exclusive information and use of the party addressed, and no liability for errors or omissions will accrue to the benefit of any other person, firm or corporation.

Search is limited to those matters of record in the Delaware County Court House at Manchester, Iowa.

Dated this 18 day of January, 2001, at 8:00 o'clock A.M., at Manchester, Delaware County, Iowa.

DELAWARE COUNTY ABSTRACT COMPANY, INC.

By _____

Gary D. Reeder

Title President

EXHIBIT "A"

The South sixty (60) acres of the East one-half (E½) of the Southwest Quarter (SW¼) of Section Seventeen (17), Township Ninety (90) North, Range Four (4), West of the Fifth P.M., and the Southwest Quarter (SW¼) of the Southeast Quarter (SE¼) of said Section Seventeen (17) and the Northwest Quarter (NW¼) of the Southeast Quarter (SE¼) of said Section Seventeen (17), except that part described as commencing at the Northeast corner thereof, and running thence South to the Southeast corner of said Northwest Quarter (NW¼) of the Southeast Quarter (SE¼), thence Northwesterly in a straight line to a point on the West line of said Northwest Quarter (NW¼) of the Southeast Quarter (SE¼)that is forty (40) rods South of the Northwest corner of said Northwest Quarter (NW¼) of the Southeast Quarter (SE¼), thence North forty (40) rods to said Northwest corner, thence East to the point of beginning, and that part of the Southeast Quarter (SE¼) of the Southeast Quarter (SE¼) of said Section Seventeen (17) described as commencing at a point eight (8) rods South of the Northwest corner of said Southeast Quarter (SE¼) of the Southeast Quarter (SE¼), thence South seventy two (72) rods, thence East thirteen and one-half (13½) rods, thence Northeast forty five (45) rods to the center of the road, thence Northwest fifty four (54) rods to the point of beginning, and the North one-half (N½) of the Northeast Quarter (NE¼) of said Section Seventeen (17), and the Northeast Quarter (NE¼) of the Northwest Quarter (NW¼) and the West one-half (W½) of the Northwest Quarter (NW¼) of said Section Seventeen (17), and the Northwest Quarter (NW¼) of the Southwest Quarter (SW¼) and the North one-half (N½) of the Southwest Quarter (SW¼) of the Southwest Quarter (SW¼) of said Section Seventeen (17).

The East one-half (E½) of the Northwest Quarter (NW¼) and the Northwest Quarter (NW¼) of the Northeast Quarter (NE¼), and the Southwest Quarter (SW¼) of the Northeast Quarter (NE¼), except that part lying East of the highway, and Lots One (1) and Three (3) of the Subdivision of the Northwest Quarter (NW¼) of the Southeast Quarter (SE¼), except that part lying East of the highway, and all that part of the East one-half (E½) of the Southwest Quarter (SW¼) lying North from the center line of a prescriptive road as now fenced and traveled between a point on the East line of said East one-half (E½) of the Southwest Quarter (SW¼) eleven and four and one-half hundredths (11.04½) chains North from its Southeast corner and a point on the West line of said East one-half (E½) of the Southwest Quarter (SW¼) twelve and ninety eight and one-half hundredths (12.98½) chains North from its Southwest corner, except a tract of land described as follows: commencing at the intersection of the South line of the Chicago, Milwaukee and St. Paul Railroad and the West line of said East one-half (E½) of the Southwest Quarter (SW¼), running thence South five hundred twenty five (525) feet to the North line of the prescriptive road, thence South 86¼° East along the North line of said road three hundred fifty (350) feet to the West line of Chicago, Milwaukee and St. Paul Railroad, thence Northwesterly along the West line of said railroad six hundred fifty (650) feet to the point of beginning, all in Section Twenty (20), Township Ninety (90) North, Range Four (4), West of the Fifth P.M., except railroad right of way.

The North one-half (N½) of the Southeast Quarter (SE¼), and the South seventeen (17) acres of the Southeast Quarter (SE¼) of the Northeast Quarter (NE¼) of Section Twenty Nine (29), Township Ninety (90) North, Range Four (4), West of the Fifth P.M., also that part of Lot Three (3) of the Subdivision of the Southwest Quarter (SW¼) of the Northeast Quarter (NE¼) of Section Twenty Nine (29), Township Ninety (90) North, Range Four (4), West of the Fifth P.M., according to plat recorded in Book 1 Plats, Page 126, which lies East of a line commencing 28.64 rods (7.16 chains) East of the Northwest corner of said Southwest Quarter (SW¼) of the Northeast Quarter (NE¼) of said Section Twenty Nine (29), running thence due South to the school land and parallel to the East line of said Lot Three (3), said property being also described as commencing at the Southwest corner of Lot Four (4) of said Subdivision, running thence South parallel to the West line of Lot Three (3) of said Subdivision, a distance of two hundred twenty eight and four-tenths (228.4) feet, more or less, to the North line of a tract conveyed by the West Delaware County Community School District to the City of Greeley, Iowa, by deed filed for record August 31, 1981, in Book 110 on Page 154 of the records in the office of the Recorder of Delaware County, Iowa, running thence East along the North line of said tract conveyed by the West Delaware County Community School District a distance of one hundred seventy and ninety four hundredths (170.94) feet, more or less, to the West line of Lot Eight (8) of said Subdivision, thence North along the West line of said Lot Eight (8) a distance of two hundred twenty eight and four-tenths (228.4) feet, more or less, to the Southeast corner of said Lot Four (4), thence West along the South line of said Lot Four (4) a distance of one hundred sixty eight and ninety six hundredths (168.96) feet, more or less, to the point of beginning, excepting therefrom that tract described as commencing at the Southwest corner of Lot Four (4) of said Subdivision, running thence South on an extension of the West line of said Lot Four (4), a distance of twelve and four-tenths (12.4) feet, thence East and parallel to the South line of said Lot Four (4) a distance of ninety two and seven-tenths (92.7) feet, thence North twelve and four-tenths (12.4) feet to the South line of said Lot Four (4), thence West on the South line of Lot Four (4) to the point of beginning, also the South twenty (20) feet of Lot Five (5) of said Subdivision of the Southwest Quarter (SW¼) of the Northeast Quarter (NE¼), also Lots Ten (10) and Eleven (11) of said Subdivision of the Southwest Quarter (SW¼) of the Northeast Quarter (NE¼), also commencing two (2) rods North of the center of said Section Twenty Nine (29), thence North a distance of thirty five (35) rods along the West line of the Northeast Quarter (NE¼) of said Section, thence in an Easterly direction a distance of thirty nine (39) rods to a point thirty five (35) rods North of the South line of the Northeast Quarter (NE¼) of said Section, thence South a distance of thirty three (33) rods, thence West a

distance of thirty nine (39) rods to the point of beginning, also that part of Lot Three (3) of the Subdivision of the Southwest Quarter (SW¼) of the Northeast Quarter (NE¼) of Section Twenty Nine (29), Township Ninety (90) North, Range Four (4), West of the Fifth P.M., according to plat recorded in Book 1 Plats, Page 126, described as commencing at a point on the West line of said Lot Three (3), which point is forty (40) feet South of the Southwest corner of Lot Fourteen (14) of said Subdivision, thence South along the West line of Lot Three (3) one hundred fifty three and eight hundred seventy five thousandths (153.875) feet, thence East to the East line of Lot Three (3), thence North along the East line of said Lot Three (3) to the Southeast corner of Lot Four (4) of said Subdivision, thence West along the South line of Lot Four (4) seventy six and twenty six hundredths (76.26) feet, thence South twelve and four-tenths (12.4) feet, thence West ninety two and seven-tenths (92.7) feet, thence North along the West line of Lot Four (4) and its extension to a point that is one hundred thirty three and thirty two hundredths (132.32) feet South of the Northwest corner of Lot Four (4), thence West to a point on the East line of Lot Thirteen (13) of said Subdivision that is thirty three (33) feet South of the Northeast corner of Lot Thirteen (13), thence South along the East line of Lot Thirteen (13) and Lot Fourteen (14) and the Southerly extension of said lines one hundred seventy two (172) feet, thence West along a line parallel to and forty (40) feet South of the South line of Lot Fourteen (14) one hundred ninety eight (198) feet to the point of beginning.

The Southeast Quarter (SE¼) of the Southeast Quarter (SE¼) of Section Thirty One (31), Township Ninety (90) North, Range Four (4), West of the Fifth P.M.

The South one-half (S½) of the Southwest Quarter (SW¼) of Section Thirty Two (32), Township Ninety (90) North, Range Four (4), West of the Fifth P.M.

The Northwest Quarter of the Southwest Quarter, and the North half of the Southwest Quarter of the Southwest Quarter of Section Seventeen; and the Northeast Quarter of the Southwest Quarter, and the Northwest Quarter of the Southeast Quarter, and the South thirty one and one-half acres of the Northeast Quarter of the Southeast Quarter, and the North half of the Southeast Quarter of the Southeast Quarter of Section Eighteen; and that parcel of land in the Northeast corner of the Northeast Quarter of the Southeast Quarter and in the Southeast corner of the Southeast Quarter of the Northeast Quarter of said Section Eighteen described as commencing seventeen rods South of Quarter post on the East side of said Section Eighteen, and running thence North thirty three rods, thence West two and fourteen thirty thirds rods, thence South thirty three rods, thence East two and fourteen thirty thirds rods to beginning, all of the foregoing being in Township Ninety North, Range Four, West of the Fifth P.M., in Delaware County, Iowa; subject to electric line easements and highways