Dubuque Bank + Trust
P.O. Box 301
Farley IA
52046

DELAWARE COUNTY IOWA
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DEBORAH L. PEYTON
DELAWARE CO RECORDER
26.00

Preparer Information:

Kent E. Keppler 1464 Buchanan Delaware Ave. Lamont, Iowa 563-924-2094

Preparer's Name Street Address City State Phone Number

MANURE APPLICATION AGREEMENT

NOW ON THIS 9th DAY OF MARCH, 2002, C & K Pork, Inc., an Iowa Corporation, Progressive Pork, L.C., an Iowa Limited Liability Company and Merlin L. Jasper and Lillian P. Jasper, husband and wife, herein agree to 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 1464 Buchanan Delaware Ave., Lamont, Iowa;

4. Progressive Pork L.C. is a Limited Liability Company with its principal place of business being 1464 Buchanan Delaware Ave., Lamont, Iowa:

5. Merlin L. Jasper and Lillian P. Jasper are husband and wife and are individuals owning real estate in Delaware County, Iowa; under the Merlin and Lillian Jasper Charitable Remainder Annuity Trust.

6. The parties wish to enter into an agreement to allow application 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:

1. Merlin L. Jasper and Lillian P. Jasper Charitable Remainder Annuity Trust, own the following described real estate and agree to permit C & K Pork, Inc. and/or Progressive Pork, L.C., to apply livestock manure upon the following described real estate located in Delaware County, Iowa, to-wit:

> The Northwest fractional Quarter (NWfr ¼) of Section 6, Township 90 North, Range 6, West of the Fifth P.M., subject to the use of barn and other buildings reserved to Landlord.

2. Merlin L. Jasper and Lillian P. Jasper Charitable Remainder Annuity Trust, hereby represents that they own a total number of One-hundred Sixty (160) acres, more or less, subject to this agreement.

3. This agreement is for the purpose of manure management and application of livestock manure. C & K Pork, Inc. and/or Progressive Pork, L.C. shall be allowed to apply 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. C & K Pork, Inc. and/or Progressive Pork, L.C., agree to inform Merlin L. Jasper and Lillian P. Jasper or tenant of where and when livestock manure will be applied on the real estate described herein.

4. 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 pertaining to the application of livestock manure. 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 related to the application of livestock manure.

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

6. The term of this agreement shall commence on the date as entered into by the parties hereto and shall continue for a period of ~~ten~~ twenty (20) years. M.J. L.J.

7. 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 Merlin L. Jasper and Lillian P. Jasper or tenant producing the crops.

8. C & K Pork, Inc. and/or Progressive Pork, L.C., 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 C & K Pork Inc. and/or Progressive Pork L. C. 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 C & K Pork Inc. and/or Progressive Pork L.C. 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.

9. 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.

10. 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.

11. This agreement may be assigned by any party hereto, their legal representatives, heirs, executors and 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.

12. This agreement shall be construed in accordance with the laws of the State of Iowa. C & K Pork, Inc. and/or Progressive Pork, L.C. shall be required to provide a manure management plan available to Merlin L. Jasper and Lillian P. Jasper or tenant producing the crops. The manure management plan must be submitted and approved by the county in which the property is described herein and the Department of Natural Resources.

DATED ON THIS 8th DAY OF March, 2002.

C & K PORK, INC.

By Curt Keppler Pres.
Curt Keppler
President/Secretary

By Kent Keppler V.P.
Kent Keppler
Vice President/Treasurer

Progressive Pork L.C.

By _____
Kent Keppler, Member Progressive Pork

Subscribed and sworn to before me by Curt Keppler this 8 day of March, 2002.

CAROL A. THOMAS
Commission Number 187958
My Commission Expires
12-16-02

_____
Notary Public in and for the State of Iowa

Subscribed and sworn to before me by Kent Keppler this 8th day of March, 2002.

_____
Notary Public in and for the State of Iowa

DEBRA ANN RATZLAFF
Commission Number 146337
My Comm. Exp. 2-25-03

DATED THIS 1st DAY OF March, 2002.

_____
Merlin and Lillian Jasper
Charitable Remainder Annuity Trust

Subscribed and sworn to before me by Merlin L. Jasper This 1st day of March, 2002.

JOSEPH WIEWEL
Notary Public - State of Iowa
Commission # 170556
My Commission Expires Aug 10, 2002

Notary Public in and for the State of Iowa

Subscribed and sworn to before me by Lillian P. Jasper this 1st day of March, 2002.

JOSEPH WIEWEL
Notary Public - State of Iowa
Commission # 170556
My Commission Expires Aug 10, 2002

Notary Public in and for the State of Iowa