DELAWARE COUNTY IOWA
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BOOK 2004 PAGE 3912
DEBORAH L. HEYDON
DELAWARE CO RECORDER
22.00

William D. Werger 401 East Main Manchester (563) 927-5920
Preparer Information

MANURE APPLICATION AGREEMENT

This Manure Application Agreement (Agreement) is entered into this 22nd day of September, 2004, by and between Daryl J. Vaske, Jennifer L. Vaske, Leon A. Vaske and Verna A. Vaske (Grantors) and Pork Chop Ranch LLC (Grantee).

WHEREAS, Grantee owns and operates a swine facility located on the following described real estate:

> Parcel B, part of the Southeast Quarter of the Northwest Quarter of Section 4, Township 89 North, Range 5, West of the 5th P.M. in Delaware County, Iowa according to plat recorded in Book 2004, Page 3185 of the records of the Delaware County Recorder.

WHEREAS, Grantors own certain real property through ownership, the legal description of which has been attached below hereto as "Exhibit A" (Grantors' land), and Grantors desire to allow application of manure to the land pursuant to the terms and conditions herein contained;

THEREFORE, the parties agree to the following:

1. Easement. Grantors hereby grant to Grantee an easement to apply manure to land listed in Exhibit A in such amounts and times as provided in this Agreement.

2. Timing of Manure Application. Grantors agree that Grantee may apply manure on Grantors' land at such time and frequency as is reasonably necessary to assure that the manure holding facility will never rise above level prescribed by the Iowa Department of Natural Resources (IDNR). Grantee warrants that, in the event that Grantors raise row crops on Grantors' land, Grantee will never apply manure on Grantors' land during the period commencing with planting and ending at harvest, unless proper equipment is available to apply manure in growing crops and both Grantors and Grantee agree upon such application. In the event Grantors raise crops other than row crops on Grantors' land, Grantee warrants that Grantee shall not apply manure to Grantors' land during major growing season for such crop. Grantee shall notify Grantors not less than seven (7) days prior to the date on which Grantee intend to apply manure. The parties further agree that in the event that the Grantors determine that a build up of nutrients or trace minerals has occurred which has become significantly detrimental to crop production, Grantee, upon receipt of notice from the Grantors, will discontinue the spreading of manure until these levels have been reduced to a level acceptable to the Grantors. However, such determination will not result in a termination of this agreement.

3. Quality of Manure. All application of manure from Grantee's facility shall be in accordance with the IDNR's regulation regarding application of animal waste and will not exceed amounts outlined in the manure management plan submitted to IDNR for Grantee's swine operation. Grantee shall be prohibited from depositing dead animals or animal parts on the Grantors' premises.

4. Binding Effect. This Agreement shall be binding upon all parties and their successors and assigns.

5. Term and Termination. This Agreement shall commence on the date that it is signed by both parties and shall continue in full force and effect for a period of 15 years provided however, that the Agreement shall terminate in the event that the swine facilities located on Grantee's land, including any additions or modifications thereto, are no longer used for swine production. This Agreement may also be terminated upon written agreement by the parties.

6. Limitation of Liability. The parties hereto agree that no agent or employee of one party is an agent or employee of the other, and that any liability arising from the actions or negligence of an agent or employee of a party hereto shall be such party's sole responsibility.

7. Waiver. The failure of any party hereto to insist in any one or more instances upon performance of any term or condition of the Agreement shall not be construed as a waiver of future performance of any such term, covenant or condition, but the obligation of such party with respect hereto shall continue in full force and effect.

This Agreement has been executed as of the date written above.

Grantors:

Daryl J. Vaske

Jennifer L. Vaske

Leon A. Vaske

Verna A. Vaske

Grantee: Pork Chop Ranch LLC

By: Michael F. Loecke, Manager

State of Iowa)
) ss:
County of Delaware)

On this 22nd day of September, 2004, before me, the undersigned, a Notary Public in and for said State, personally appeared Daryl J. Vaske and Jennifer L. Vaske, to me known to be the persons named in and who executed the foregoing instrument and acknowledged that they executed the same as their voluntary act and deed.

WILLIAM D. WERGER
Commission Number 129812
My Commission Expires
October 6, 2007

Notary Public in and for the State of Iowa

State of Iowa)
) ss:
County of Delaware)

On this 22nd day of September, 2004, before me, the undersigned, a Notary Public in and for the said State, personally appeared Leon A. Vaske and Verna A. Vaske, to me known to be the persons named in and who executed the foregoing instrument and acknowledged that they executed the instrument as their voluntary act and deed.

WILLIAM D. WERGER
Commission Number 129812
My Commission Expires
October 6, 2007

Notary Public in and for the State of Iowa

State of Iowa)
) ss:
County of Delaware)

On this 22nd day of September, 2004, before me, the undersigned, a Notary Public in and for the said State, personally appeared Michael F. Loecke, to me personally known, who, being by me duly sworn, did say that he is a manager of Pork Chop Ranch LLC, an Iowa Limited Liability Company, executing the foregoing instrument, that the instrument was signed on behalf of the limited liability company by authority of the limited liability company; and the manager acknowledged the execution of the instrument to be the voluntary act and deed of the limited liability company, by it and by the manager voluntarily executed.

WILLIAM D. WERGER
Commission Number 129812
My Commission Expires
October 6, 2007

Notary Public in and for the State of Iowa

EXHIBIT "A"

The Southeast Quarter (SE¼) of the Northwest fractional Quarter (NWfr¼) and the Southwest Quarter (SW¼) of the Northeast fractional Quarter (NEfr¼) of Section Four (4), Township Eighty Nine (89) North, Range Five (5), West of the Fifth P.M.,

The West one-half (W½) of the Southwest Quarter, Section 4, Township 89 North, Range 5, West of the 5th P.M., except Parcel A, part of the Northwest Quarter of the Southwest Quarter of Section 4, Township Eighty Nine North, Range 5, West of the 5th P.M. in Delaware County, Iowa according to plat recorded in Book 2003, Page 5008 of the records of the Delaware County Recorder.

The East one-half (E½) of the Northeast Quarter South of railroad right-of-way, the Northwest Quarter of the Northeast Quarter and the Northeast Quarter of the Northwest Quarter of Section 4, Township Eighty Nine (89) North, Range Five (5), West of the 5th P.M. except that part of the Southeast Quarter (SE¼) of the Northeast fractional Quarter (NEfr¼) of Section Four (4), Township Eighty Nine (89) North, Range Five (5), West of the Fifth Principal Meridian described as commencing at a point four hundred one (401.0) feet West of the Southeast corner of said Southeast Quarter (SE¼) of the Northeast fractional Quarter (NEfr¼), and running thence West one hundred seven (107.0) feet, thence North two hundred forty eight (248.0) feet, thence East one hundred seven (107.0) feet, thence South two hundred forty eight (248.0) feet to the point of beginning.