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DEBORAH L PEYTON, RECORDER/REGISTRAR
DELAWARE COUNTY IOWA

Prepared by and return to: Brian J. Kane, 2100 Asbury Road, Suite 2, Dubuque, IA 52001 (563) 582-7980

WAIVER OF SET BACK REQUIREMENT

This Waiver of Set Back Requirement ("Waiver") is given this 14 day of September, 2011, by TIMOTHY FELLINGER and CARRIE FELLINGER, husband and wife, ("Owners") as owners of that certain real estate locally known as 3052 310th Avenue, Hopkinton, IA 52237 (the "Affected Property").

The undersigned Owners acknowledge the following:

1. The Affected Property is legally described as:

> The North three hundred twenty eight (328) feet of the West three hundred twenty eight (328) feet of the Northwest Quarter (NW1/4) of the Southwest Quarter (SW1/4) of Section Fifteen (15), Township Eighty Seven (87) North, Range Three (3), West of the Fifth P.M., subject to covenants, easements and restrictions of record;

2. North 60 Pork, LLC (along with Recker Enterprises, Inc.) is constructing a 2,400 head hog finishing facility (the "Project") on that certain real estate legally described as:

> The Northwest Quarter (NW1/4) of the Northwest Quarter (NW1/4) of the Southwest Quarter (SW1/4) of Section Fifteen (15), Township Eighty Seven 87 North, Range Three (3), West of the Fifth P.M., South Fork Township, Delaware County, Iowa. (the "Real Estate");

3. The Project will be less than 1,250 feet from Affected Property. The Owners acknowledge that the Project, by applicable regulations, should be more than 1,250 feet from the Affected Property; and,

4. The Owners do not object to the Project being closer than 1,250 feet to the Affected Property and waive any such requirement as to the Affected Property.

THEREFORE, the Owners hereby voluntarily and knowingly waive the 1,250 foot set back

requirement with respect to the Project's distance from the Affected Property, for themselves and for their successors in interest, assigns, transferees, executors, heirs and administrators, and all those claiming by, under or through them, with regard to the Affected Property. This Waiver shall run with the Affected Property. Further, the Owners consent to the Project.

This Waiver shall be governed by and construed in accordance with the laws of the State of Iowa.

TIMOTHY FELLINGER

CARRIE FELLINGER

STATE OF IOWA)
COUNTY OF Jones) ss:

This instrument was acknowledged before me on the 14th day of September, 2011, 2011, by TIMOTHY FELLINGER and CARRIE FELLINGER, husband and wife.

NOTARY PUBLIC IN AND
FOR THE STATE OF IOWA

DAVID J. KEHOE
Commission Number 165398
My Commission Expires
6/16/13