



Document 2014 1119

BK: 2014 PG: 1119 Type 06 001 Pages 6

Recorded: 5/12/2014 at 11:27:19.0 AM

Fee Amount: \$32.00

Revenue Tax:

LISA SMITH RECORDER

Madison County, Iowa

INDX ✓
ANNO ✓
SCAN
CHEK

Prepared by/Return to: Michael R. Blaser, 666 Grand Ave., Ste. 2000, Des Moines, IA 50309
Telephone: (515) 242-2480

**ASSIGNMENT OF MANURE EASEMENT AGREEMENT
AND MANURE APPLICATION AGREEMENT**

THIS ASSIGNMENT OF MANURE EASEMENT AGREEMENT AND MANURE APPLICATION AGREEMENT (this "Assignment") dated the 5 day of May, 2014 (the "Effective Date"), is made and executed between CW Farms, LLC, an Iowa limited liability company ("Assignor") and Swine Designs, L.C., an Iowa limited liability company ("Assignee"). Assignor and Assignee are each a "Party" and together, the "Parties."

WITNESSETH:

WHEREAS, Assignor has entered into those certain Manure Easement Agreements (the "Agreements"), more particularly described on Exhibit "A" and affecting real estate more particularly described on Exhibit "B" (as described, the "Properties"), both Exhibits being attached hereto and hereby incorporated by this reference; and

WHEREAS, Assignor and Assignee entered into that certain Asset Purchase Agreement, dated March 17, 2014, related to Assignor's sale to Assignee, and Assignee's purchase from Assignor, of certain assets, including, among other assets, manure easement rights (the "Asset Purchase Agreement"); and

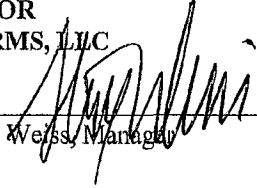
WHEREAS, pursuant to the terms and conditions of the Asset Purchase Agreement, Assignor desires to assign, transfer, sell and convey to Assignee, and Assignee desires to receive, all of Assignor's right, title and interest in, to and under the Agreements, upon the terms and conditions herein set forth.

NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00) and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby bargains, sells, transfers, assigns, conveys, sets over and delivers unto Assignee all of Assignor's right, title and interest in, to and under the Agreements. Assignee hereby assumes all of Assignor's duties and obligations under said Agreements as of the Effective Date. This Assignment will be binding on Assignor and will inure to the benefit of Assignee and Assignee's successors and assigns. This Assignment will be governed by and construed in accordance with the laws of the State of Iowa. This Assignment along with the Asset Purchase Agreement constitutes the entire understanding between the Parties concerning the subject matter hereof and no other prior or contemporaneous representations, inducements, promises or agreements between the Parties relating to the subject matter hereof and not embodied herein will be of any force or effect. This Assignment will not be modified, except in a writing signed by each Party. If any provision of this Assignment is for any reason held to be invalid, unenforceable or contrary to public policy, in whole or in

part, the remaining provisions will not be affected by such holding. This Assignment may be executed in one or more counterparts, each of which will be deemed to be an original for all purposes and all of which together will constitute one and the same instrument. Parties may sign by facsimile or PDF, such signatures to be treated as an original.

IN WITNESS WHEREOF, Assignor and Assignee have duly executed and delivered this Assignment as of the Effective Date.

ASSIGNOR
CW FARMS, LLC

By:  _____
Steve Weiss, Manager

ASSIGNEE
SWINE DESIGNS, L.C.

By: _____

Printed Name: _____

Title: _____

IN WITNESS WHEREOF, Assignor and Assignee have duly executed and delivered this Assignment as of the Effective Date.

ASSIGNOR
CW FARMS, LLC

By: _____
Steve Weiss, Manager

ASSIGNEE
SWINE DESIGNS, L.C.

By: *Jessie Kromminga*

Printed Name: Jessie Kromminga

Title: Pres

Darla Kromminga
Darla Kromminga
Member

Exhibit "A"
[the Agreements]

1. Manure Easement Agreement, dated August 31, 2011, by and between CW Farms, LLC ("Grantee") and Donald R. Schulz and Patty J. Schulz ("Grantor"), and filed of record September 2, 2011 in Book 2011, Page 2338 of the Madison County, Iowa Recorder's Office.
2. Manure Application Agreement dated August 31, 2011, by and between CW Farms, LLC ("Grantee") and Donald R. Schulz and Patty J. Schulz ("Grantor"), and filed of record September 2, 2011 in Book 2011, page 2346 of the Madison County, Iowa Recorder's Office.

Exhibit "B"
Legal Descriptions (the "Properties")

Parcel 1. N ½ of Sec 5 Grand River Plat, Madison County, Iowa; T-74-N, R-29-W; comprising 307 acres:

The North half (1/2) of Section Five (5), except the West 440 feet of the North 330 feet of the Northwest Fractional Quarter (1/4) of the Northwest Quarter, all in Section Five (5) in Township Seventy-four (74) North, Range Twenty-nine (29) West of the 5th P.M., Madison County, Iowa

Parcel 2. Sec 25 Grand River Plat, Adair County, Iowa

The East Half of the Northwest Quarter (E1/2 NW1/4); the North Half of the Southwest Quarter of the Northeast Quarter (N1/2 SW1/4 NE1/4); and a tract of land described as commencing at the NE corner of NW1/4 NW1/4 of Section Twenty-five (25), Township Seventy-five (75) North, Range Thirty (30) West of the 5th P.M., thence South 48 rods, thence in a Northwesterly direction about 13 rods, thence due North to the Section line, thence East 175 feet to the place of beginning, except a tract of land in the SE1/4 NW1/4 of said Section 25 described as commencing at the NW corner of the SE1/4 NW1/4 of said Section 25, thence S 00°00'00" 160.55 feet along the West line of said SE1/4 NW1/4 to the point of beginning, thence S 33°16'18" E 455.48 feet, thence S 04°39'29"E 430.51 feet, thence S 02°58'21"E 105.97 feet, thence S 38°50'02"W 203.92 feet, thence S 83°42'39"W 163.45 feet to the west line of the SE1/4 NW1/4 of said Section 25, thence N 00°00'00" 1092.49 feet along said line to a point of beginning, said excepted tract containing 5.284 acres; all in Section 25, Township 75 North, Range 30 West of the 5th P.M. in Adair County, Iowa; AND

The Southeast Quarter (SE ¼) of the Northeast Quarter (NE ¼) and the Northeast Quarter (NE ¼) of the Southeast Quarter (SE ¼) of Section Twenty-five (25) in Township Seventy-five (75) North, Range 30 West of the Fifth P.M., Adair County, Iowa, except the following described Auditor's Parcel "A"

Auditor's Parcel "A" in part of the Southeast Quarter (SE ¼) of the Northeast Quarter (NE ¼) of Section 25, Township 75 North, Range 30 West of the 5th P.M., Adair County, Iowa, more particularly described by survey as follows:

Commencing as a point of reference the East ¼ corner of said Section 25, thence North 00°00'00" East, along the East Line of said NE ¼, 443.50 feet to the point of beginning, Thence South 90°00'00" West, 280.24 feet,
Thence North 52°54'37" West, 68.99 feet,
Thence North 00°00'00" East, 231.97 feet,
Thence North 90°00'00" East, 12.00 feet,
Thence North 00°00'00" East 594.93 feet,
Thence North 89°32'21" East, 322.92 feet,
Thence South 00°00'00" West, 868.45 feet to the point of beginning said tract contains 6.483 acres including 0.658 acres of road right of way

Parcel 3. SE ½ of SE ¼ Sec 32 Webster Plat, Madison County, Iowa; T-75-N, R-29-W; comprising 76 acres.

Parcel 4. SW ½ of SW ¼ Sec 33 Webster Plat, Madison County, Iowa; T-75-N; R-29-W; comprising 80 acres.

The East Half of the Southeast Quarter (E1/2 SE1/4) of Section Thirty-two (32) and West Half of the Southwest Quarter (W1/2 SW1/4) of Section Thirty-three (33), all in Township Seventy-five (75) North, Range Twenty-nine (29) West of the 5th P.M., Madison County, Iowa

Parcel 5. SW ¼, NE ¼, SW ¼ Sec 31 Webster Plat, Madison County, Iowa; T-75-N, R-29-W; comprising 385 acres

The West 101.28 acres of the Southwest Fractional Quarter (1/4) of Section Thirty-one (31), in Township Seventy-five (75) North, Range Twenty-nine (29) West of the 5th P.M., Madison County, Iowa

Parcel 6. NE ¼ of Sec 30 Webster Plat, Madison County, Iowa; T-75-N, R-29-W; comprising 170 acres.

The Northeast Quarter (1/4) and the North 10 Acres of the Northeast Quarter (1/4) of the Southeast Quarter (1/4) of Section Thirty (30) in Township Seventy-five (75) North, Range Twenty-nine (29) West of the 5th P.M., Madison County, Iowa

Parcel 7. SW ½ of SE ¼ Sec 30 Webster Plat, Madison County, Iowa; T-75-N, R-29-W; comprising 80 acres.

The West Half of the Southeast Quarter (W1/2 SE1/4) of Section Thirty (30) in Township Seventy-Five (75) North, Range Twenty-Nine (29) West of the 5th P.M., Madison County, Iowa