

Number: 2017-2124  
Recorded: 9/6/2017 at 10:08:35.0 AM  
Fee Amount: \$27.00  
Revenue Tax:  
Janice Jacobs Recorder  
Butler County, Iowa

Prepared by and return to: Jaime Keninger, 824 Brooks Road, Iowa Falls, IA 50126 Telephone: 641-648-4479

**ASSIGNMENT AND ASSUMPTION OF MANURE EASEMENT AGREEMENT**

FOR VALUE RECEIVED, Peacock Farms II, LLC, hereby assigns all of its right, title and interest in and to the Manure Easement Agreement attached hereto as Exhibit "A" to Harvest Moon Family Farms, LLC effective as of the date hereof, and Harvest Moon Family Farms, LLC hereby accepts such assignment.

IN WITNESS WHEREOF, the parties have executed this Assignment as of the 1st day of September 2017

PEACOCK FARMS II, LLC

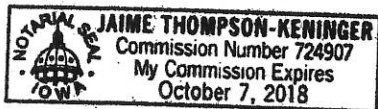
HARVEST MOON FAMILY FARMS, LLC

By: Jakob Johnson  
Jakob Johnson, Manager

By: Jennifer Sorenson  
Jennifer Sorenson, Manager

STATE OF IOWA )  
 )ss:  
COUNTY OF Polk )

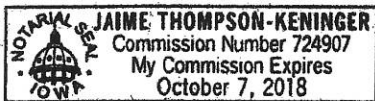
On this 1st day of September, 2017, before me, the undersigned, a Notary Public in and for said State, personally appeared Jakob Johnson, who is Manager of Peacock Farms II, LLC, in his capacity as Manager, and acknowledged that he executed the same as the voluntary act and deed of Peacock Farms II, LLC, the same as their voluntary act and deed.



Jaime Thompson-Keninger  
Notary Public in and for said State

STATE OF IOWA )  
 )ss:  
COUNTY OF Polk )

On this 1st day of September, 2017, before me, the undersigned, a Notary Public in and for said State, personally appeared Jennifer Sorenson, who is Manager of Harvest Moon Family Farms, LLC, in her capacity as Manager, and acknowledged that she executed the same as the voluntary act and deed of Harvest Moon Family Farms, LLC the same as their voluntary act and deed.



Jaime Thompson-Keninger  
Notary Public in and for said State

Prepared by and return to: Jaime Keninger, 824 Brooks Road, Iowa Falls, IA 50126 Telephone: 641-648-4479

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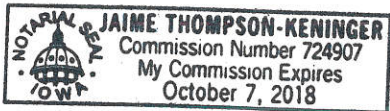
HARVEST MOON FAMILY FARMS, LLC

By: *Jakob Johnson*  
Jakob Johnson, Manager

By: *Jennifer Sorenson*  
Jennifer Sorenson, Manager

STATE OF IOWA )  
COUNTY OF Polk )ss:

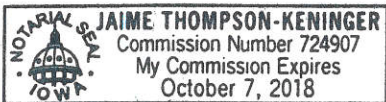
On this 1st day of September, 2017, before me, the undersigned, a Notary Public in and for said State, personally appeared Jakob Johnson, who is Manager of Peacock Farms II, LLC, in his capacity as Manager, and acknowledged that he executed the same as the voluntary act and deed of Peacock Farms II, LLC, the same as their voluntary act and deed.



*Jaime Thompson-Keninger*  
Notary Public in and for said State

STATE OF IOWA )  
COUNTY OF Polk )ss:

On this 1st day of September, 2017, before me, the undersigned, a Notary Public in and for said State, personally appeared Jennifer Sorenson, who is Manager of Harvest Moon Family Farms, LLC, in her capacity as Manager, and acknowledged that she executed the same as the voluntary act and deed of Harvest Moon Family Farms, LLC the same as their voluntary act and deed.



*Jaime Thompson-Keninger*  
Notary Public in and for said State

EXHIBIT "A"

Prepared by and return to: Jaime Keninger, P.O. Box 400, Iowa Falls, IA 50126 Telephone: 641-648-4479

MANURE EASEMENT AGREEMENT

THIS MANURE EASEMENT AGREEMENT ("Agreement"), entered into the 27 day of July, 2016, between Samuel J. Barnett and Julie A. Barnett, husband and wife, from Clarksville, Iowa ("Grantor") and Peacock Farms II, LLC, an Iowa limited liability company with its principal place of business in Iowa Falls, Iowa ("Grantee").

WHEREAS, Grantee or its assigns desire to apply hog manure (whether from Grantee's hog confinement facility (the "Hog Farm") or from other facilities as assigned by Grantee) on certain property of Grantor, the legal description of which has been attached hereto as Exhibit "A" ("Grantor's Land") and Grantor desires to grant an easement to Grantee for the purpose of applying manure to Grantor's Land, pursuant to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Easement. Grantor hereby grants, bargains and conveys to Grantee an easement over, across and on Grantor's Land for the purpose of applying such manure in such amounts and at such times as provided in this Agreement, including the right to ingress and egress onto Grantor's Land. The easement provided herein for the right to apply manure to the Grantor's Land shall run with the land and bind all future titleholders to Grantor's Land. Grantor's Land consists of 79 acres on which manure can be applied by Grantee.

2. Term and Termination. This Agreement shall continue in full force and effect for an initial term of 20 years from the date hereof and shall continue thereafter for so long as the Hog Farm remains in operation. This Agreement may not be otherwise terminated except by written agreement, signed by the parties hereto, their successors, assigns or personal representatives.

3. Testing. Grantee agrees to test the manure to be applied to Grantor's Land for nitrogen, phosphorus and potassium consistent with customary practice and, upon request, to provide to Grantor a summary of the approximate amounts of such nutrients applied to Grantor's Land as a result of any manure application under this Agreement. Grantor grants Grantee access to Grantor's Land at all reasonable times during the term of this Agreement for the purpose of soil testing as may be required by federal or state law or rule.

4. Timing of Manure Application. Grantor specifically agrees that Grantee may apply manure on Grantor's Land at such time and frequency as Grantee may reasonably determine. Grantee agrees that if crops are raised on Grantor's Land, Grantee will not apply manure on Grantor's Land during the period commencing with planting of the crop and ending at harvest of the crop. Grantor further agrees that if during the

period of this Agreement, it is determined by an independent source (e.g., ISU Extension) that a buildup of nutrients or trace elements has occurred which has become significantly detrimental to crop production, Grantee will suspend the spreading of manure until the buildup has been reduced to levels not significantly detrimental to crop production; however, such suspension will not result in a termination of this Agreement.

5. **Application of Manure.** Grantee shall provide for all applications of manure to Grantor's Land, whether by Grantee or by third parties hired by Grantee. Grantors acknowledge that this Agreement does not grant Grantors an exclusive right to any or all manure produced by Grantee. All environmental and conservation credits, including carbon sequestration or similar credits or benefits, which are associated with the application of manure as provided in this Agreement shall be the sole property of Grantee.

6. **Warranties of Grantor.** Grantor warrants that Grantor has title to and the unrestricted right to convey an easement in the Grantor's Land for the purpose of applying manure. Grantor waives all rights of dower, homestead and distributive share in and to Grantor's Land. Grantor agrees to not apply additional fertilizer to Grantor's Land if such application, when combined with the manure applied to Grantor's Land under this Agreement, would exceed the optimal fertilization for the crops grown on Grantor's Land or would cause Grantee to not be in compliance with Grantee's required nutrient or manure management plan(s).

7. **Binding Effect.** This Agreement shall inure to the benefit of and be binding upon the parties hereto, their respective successors, assigns and personal representatives. Without limiting any assignment rights, Grantee may assign its rights under this Agreement, in whole or in part, for such periods as Grantee may determine, to third parties desiring to apply manure to Grantor's Land.

8. **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.

9. **Waiver.** The failure of any party hereto to insist in any one or more instances upon performance of any term or condition of this 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 thereto shall continue in full force and effect.

10. **Governing Law.** This Agreement shall be construed and governed in accordance with the laws of the State of Iowa.

11. **Entire Agreement.** This Agreement constitutes the entire agreement and understanding between the parties and supersedes all earlier agreements or understandings, written or oral. No amendment to this Agreement shall be effective unless it is in writing and signed by both parties and/or their respective heirs, successors, and assigns. If any provision of this Agreement is held invalid, the remaining provisions of this Agreement shall remain in full force and effect as if that invalid provision had not been included in this Agreement. Words and phrases herein shall be construed as in the singular or plural number, and as masculine, feminine or neutered gender according to the context.

12. **Grantor's Spouse.** In the event that Grantor's spouse is not a title holder of Grantor's Land, said spouse executes this Agreement for the sole purpose of waiving and relinquishing any rights of dower, homestead and distributive share.

IN WITNESS WHEREOF, this Agreement has been executed as of the day and year first above written.

GRANTOR

GRANTEE

Samuel J Barnett

Peacock Farms II, LLC

Print Name: Samuel J Barnett

By: William C Foley

Julie A. Barnett

Name & Title: William C Foley, Mgr.

Print Name: Julie A. Barnett

STATE OF IOWA )  
COUNTY OF Butler ) SS:

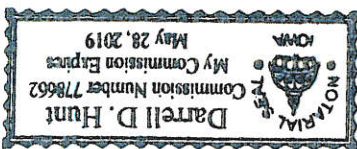
On this 27<sup>th</sup> day of July, 2016 before me, the undersigned, a Notary Public in and for said State, personally appeared Samuel J Barnett and Julie A Barnett, to me known to be the identical persons named in and who executed the foregoing instrument and acknowledged that they executed the same as their voluntary act and deed.



Rhonda Marshall  
Rhonda Marshall, Notary Public  
in and for said state

STATE OF IOWA )  
COUNTY OF Hardin ) SS:

On this 16<sup>th</sup> day of August, 2016, before me, the undersigned, a Notary Public in and for said State, personally appeared William Foley, who is mgr of Peacock Farms II LLC, in his/her capacity as \_\_\_\_\_, and acknowledged that he/she executed the same as the voluntary act and deed of \_\_\_\_\_, the same as his/her voluntary act and deed.



Darrell D Hunt  
\_\_\_\_\_, Notary Public  
in and for said state

Exhibit "A"  
Grantor's Land - Legal Description

79 acres located in the W $\frac{1}{2}$  of the  
NE $\frac{1}{4}$  of Section 26, T-92-N R-15-W  
of Butler Plat in Butler County