

Number: 2020-0497  
Recorded: 4/2/2020 at 2:53:54.0 PM  
County Recording Fee: \$22.00  
Iowa E-Filing Fee: \$3.41  
Combined Fee: \$25.41  
Revenue Tax:  
Tammy Hayes RECORDER  
Louisa County, Iowa

Prepared by: John Eichelberger, PO Box 1186., Muscatine, IA 52761 Ph: 563-263-6900  
Return to: Dennis Breder, TriOak Foods, Inc., PO Box 68, Oakville, IA 52646

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### ASSIGNMENT OF INTEREST IN MANURE SPREADING EASEMENT

THIS ASSIGNMENT OF INTEREST IN MANURE SPREADING EASEMENT (the "Assignment") is entered into on April 3<sup>rd</sup>, 2020, by and between:

- (i) LDR Real Estate, LLP, an Iowa limited liability partnership, having a legal mailing address of 131 240<sup>th</sup> Street., Durant, Iowa, 52747 ("Assignor"), which is the Grantee under the Spreading Easement described herein; and
- (ii) TriOak Foods, Inc., having a legal mailing address of 103 W. Railroad, P.O. Box 68, Oakville, Iowa 52646 ("Assignee").

### RECITALS

A. Assignor is the beneficiary of a Manure Application Easement, dated April 6, 2006, between Marvin M. Jorgensen, as Grantor, and LDR Real Estate, LLP, as Grantee, recorded on May 3, 2006, in Book 660, Page 138 in the records in the office of the Recorder for Louisa County, Iowa, and the Settlement Agreement and Addendum to Manure Application Easement, recorded on April 24, 2013, in Book 2013, Page 1641 in the records in the office of the Recorder for Louisa County, Iowa (collectively the "Spreading Easement").

B. The Spreading Easement benefits the owner of the real property described as:

Parcel "H," a parcel of land located in the Northwest Quarter of the Northwest Quarter of Section 7, Township 75 North, Range 3 West of the 5th P.M., Louisa County, Iowa, containing 3.325 acres, more or less, subject to easements or agreements of record, as shown by Plat of Survey recorded in Surveyor's Record 15, Page 25, Office of the Recorder of Louisa County, Iowa;

And

All of Assignor's right, title and interest in and to the easement for ingress and egress set forth in the Deed recorded in Book 660, page 136 in the records of the Louisa County, Iowa Recorder.

(the "Property").

C. Paragraph 9 of the Spreading Easement permits assignment of Assignor's interest as

Grantee to other owners of the Property.

D. Assignee has executed this Assignment as Assignee of the interest of Assignor under the Spreading Easement and, by this Assignment, accepts the assignment of the interests of Assignor in the Spreading Easement.

**AGREEMENT**

NOW, THEREFORE, in consideration of the foregoing, and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged. The parties agree as follows:

1. Assignment. Assignor hereby quitclaims and assigns, free and clear of liens and encumbrances created by or through Assignor, but without any other warranties, all of its rights and obligations, as Grantee under the terms of the Spreading Easement, to Assignee, as permitted by the Spreading Easement.

2. Acceptance of Assignment. Assignee hereby accepts the assignment of the rights and obligations of Assignor as Grantee under the Spreading Easement, but only as to the rights and obligations that accrue or arise from and after the date of this Agreement. Assignee agrees to carry out the obligations of the Grantee under the Spreading Easement but only as to the obligations arising under the Spreading Easement from and after the effective date of this Assignment.

3. Indemnification. Assignor agrees to indemnify and hold harmless the Assignee from and against any and all claims asserted against the Assignee by the Grantor under the Spreading Easement or other party based upon the failure or alleged failure of Assignor to perform any obligation due under the Spreading Easement for periods prior to the date of this Assignment. Assignee agrees to indemnify and hold harmless the Assignor from and against any and all claims asserted against Assignor by the Grantor under the Spreading Easement or other party based upon the failure or alleged failure of Assignee to perform any obligation due under the Spreading Easement that the Assignee has agreed to assume as of the effective date of this Assignment.

Assignor:

LDR Real Estate, LLP

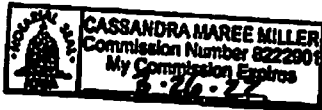
By: *Chad M. Rockow*

Chad M. Rockow  
Partner

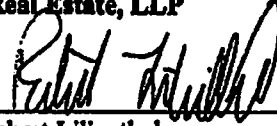
State of Iowa ) ss.  
County of Muscatine )

The foregoing document was acknowledged before me on APRIL 1, 2020, by Chad M. Rockow, as a Partner of LDR Real Estate, LLP.

*C. Miller*  
Notary Public



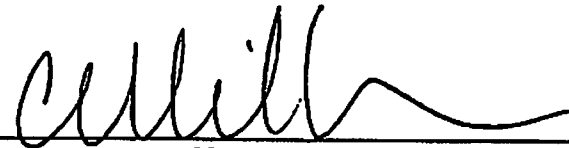
**LDR Real Estate, LLP**

By:   
Robert Lilienthal  
Partner

State of Iowa            ) ss.  
County of Muscatine    )

The foregoing document was acknowledged before me on APRIL 1, 2020, by Robert Lilienthal, as a Partner of LDR Real Estate, LLP.



  
Notary Public

Assignee:

**TriOak Foods, Inc.**

By: *Dennis C. Breder*  
Dennis C. Breder, Treasurer and Secretary \_\_\_\_\_

State of Iowa ) ss.  
County of Louisa )

The foregoing document was acknowledged before me on April 1<sup>st</sup>, 2020 by Dennis C. Breder, Treasurer and Secretary of TriOak Foods, Inc.

*Jeanne Wonders Warner*  
Notary Public

