



BK: 2016 PG: 323
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Fee Amount: \$22.00
Revenue Tax:
LISA SMITH RECORDER
Madison County, Iowa

Prepared By/Return To: Katheryn Thorson, 666 Grand Avenue, Suite 2000, Des Moines, Iowa 50309 (515)242.2400
 Previously Recorded Documents: Book 2012 at Page 3880; Book 2013 at Page 2793 and Book 2015 at Page 1304

SECOND AMENDMENT TO MANURE EASEMENT AGREEMENT

This **SECOND AMENDMENT TO MANURE EASEMENT AGREEMENT** (this "Amendment") entered into effective as of the 9th day of November, 2015, between Jeffrey R. Kiddoo, a single person and resident of the State of Iowa ("Grantor") and Parks Finishing C3, LLC, an Iowa limited liability company ("Grantee").

RECITALS:

WHEREAS, Grantor and Grantee previously entered into a Manure Easement Agreement, dated effective December 14, 2012, and filed of record in the Office of the Madison County Recorder on December 21, 2012, in Book 2012 at Page 3880 (the "Easement");

WHEREAS, Grantor and Grantee amended the Easement by entering into a First Amendment to Manure Easement dated effective September 9, 2013, and filed of record on September 18, 2013, in the Office of the Madison County Recorder in Book 2013, Page 2793;

WHEREAS, Grantor and Grantee released some real estate that Grantor did not hold any ownership interest in by entering into a Partial Termination of Manure Easement Agreement and First Amendment to Manure Easement Agreement filed of record on May 18, 2015, in the Office of the Madison County Recorder in Book 2015 at Page 1304; and

WHEREAS, the parties desire to amend the Easement, as amended from time to time, as set forth herein.

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

1. Amendments. The land described as on Exhibit "B" as:

A tract in the NE part of the NE ¼ of Section 11; AND
 A tract in the SE part of the NE ¼ of Section 11; AND

is deleted in its entirety and inserted in lieu thereof on Exhibit "B" is the following land:

The West 8.75 acres of the Northwest Quarter (1/4) of the Northeast Quarter (1/4) of the Northeast Quarter (1/4) of Section Eleven (11); AND

2. Continuing Effect. Except as amended hereby, the Easement, as amended from time to time, will remain in full force and effect. To the extent of any conflict between this Amendment and the Easement, as amended from time to time, the terms of this Amendment will control.

3. Counterparts. This Amendment may be executed by the parties in separate counterparts, each of which when so executed and delivered will be an original, and all of which together will constitute one and the same instrument.

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

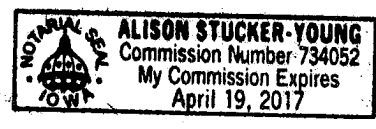
[Signature Pages Follow]

Jeffrey R. Kiddoo
Jeffrey R. Kiddoo

STATE OF Iowa)
COUNTY OF Adair) ss:

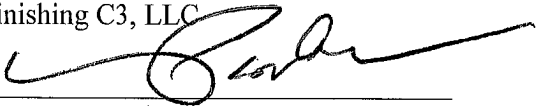
On this 9 day of November, 2015, before me, the undersigned, a Notary Public in and for said State, personally appeared Jeffrey R. Kiddoo, to me known to be the identical person named in and who executed the foregoing instrument and acknowledged that he executed the same as his voluntary act and deed.

Alison Stucker-Young, Adair, Iowa
Notary Public in and for said County and State
April 19, 2017



Parks Finishing C3, LLC

By: _____



Lawrence L. Parks, Manager

STATE OF Illinois)

)ss:

COUNTY OF Champaign)

On this 1st day of February, 2016, before me, the undersigned, a Notary Public in and for said State, personally appeared Lawrence L. Parks, who is the Manager of Parks Finishing C3, LLC, an Iowa manager-managed limited liability company, and acknowledged that he executed the same as the voluntary act and deed of said limited liability company, the same as his voluntary act and deed.

Nicole E. Crites
Notary Public in and for said County and State

