Recorded: 8/23/2016 at 9:06:38.0 AM
Fee Amount: $32.00
Revenue Tax:
Delaware County, Iowa
Daneen Schindler RECORDER
BK: 2016 PG: 2229

SPACE ABOVE RESERVED FOR RECORDER

Prepared by and after recording return to:
Yvette Cooley
Grain Management, LLC
100 N. Washington Blvd. #201
Sarasota FL 34236
(941) 373-1665

Grain Site ID: 2055-IA-0087

County: Delaware
Tax Parcel ID: being a portion of 220-02-00-001-00

ASSIGNMENT

ASSIGNOR: GrainComm II, LLC, a Delaware limited liability company, with an address of 100 N. Washington Blvd. #201, Sarasota FL 34236

ASSIGNEE: GrainComm III, LLC, a Delaware limited liability company, with an address of 100 N. Washington Blvd. #201, Sarasota FL 34236

EFFECTIVE DATE: 7/14/16

This Assignment of Easement ("**Assignment**") is made and given as of the Effective Date above by and between Assignor and Assignee.

WHEREAS, Assignor desires to assign and Assignee desires to take assignment of, all right, title and interest in and to the easements described on **Exhibit B** attached hereto and incorporate herein (the "**Assigned Easement**"), pertaining to the real property more particularly described on **Exhibit A** attached hereto and incorporated herein (the "**Property**"), together with and without limitation, any and all ancillary easements and other agreements, pertaining to and benefiting the Property, and granted unto the Assignor.

OPERATIVE PROVISIONS

NOW, THEREFORE, for and in consideration of the sum of $10.00 and other good and valuable consideration, the receipt and sufficiency of which the parties hereby acknowledged Assignor and Assignee hereby agree as follows:

1. The foregoing recitals set forth herein are true, accurate and correct and are incorporated herein by reference.

2. Assignor and Assignee are wholly owned subsidiaries of Grain Communications REIT II, LLC., a Delaware corporation, and affiliated companies.

3. The Assignor hereby assigns, grants, conveys, bargains, transfers and delivers to Assignee all of its right, title and interest in and to the Assigned Easement, together with any amendments to the Assigned Easement, and Assignee hereby assumes and agrees to perform all of the Assignor's obligations under the Assigned Easement upon the terms and conditions set forth in the Assigned Easement.

4. Assignee hereby assumes and agrees to perform, discharge and satisfy, to the extent arising after the Effective Date hereof, all of the obligations of Assignor relating to the Assigned Easement. Assignee shall not have any obligation, duty or liability under the Assigned Easement or agreements arising or accruing on or before the date hereof.

5. Except as expressly set forth herein, the terms of the Assigned Easement shall remain in force and effect unaltered by this Assignment.

6. This Assignment may be recorded at the opinion of the Assignee or Assignor and the parties agree to execute this agreement in recordable form.

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, the parties have executed this Termination as of the date set forth in the respective acknowledgments.

ASSIGNOR:

GrainComm II, LLC.,
a Delaware limited liability company

By: _____
Name: Derek Sachs
Its: Vice President

State of Florida
County of Sarasota

On this 14 day of July, 2016, before me, a Notary Public in and for the County and State aforesaid, personally appeared Derek Sachs, who acknowledged himself to be the Vice President of GrainComm II, LLC., a Delaware limited liability company, and that he as such officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained on behalf of the company.

_____
Notary Public, State of Florida
Print Name: Donna Jean Moses
Commission No.: FF137398
My Commission Expires: 06/30/2018

(AFFIX NOTARIAL SEAL)

DONNA JEAN MOSES
Commission # FF 137398
Expires June 30, 2018
Bonded Thru Troy Fain Insurance 800-385-7019

ASSIGNEE:

GrainComm III, LLC.,
a Delaware limited liability company

By: _____
Name: Derek Sachs
Its: Vice President

State of Florida
County of Sarasota

On this 14 day of July, 2016, before me, a Notary Public in and for the County and State aforesaid, personally appeared Derek Sachs, who acknowledged himself to be the Vice President of GrainComm III, LLC., a Delaware limited liability company, and that he as such officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained on behalf of the company.

_____
Notary Public, State of Florida
Print Name: Donna Jean Moses
Commission No.: FF137398
My Commission Expires: 06/30/2018

(AFFIX NOTARIAL SEAL)



EXHIBIT A

Property

(PER QUIT CLAIM DEED RECORDED AS BOOK 138, PAGE 378 OF THE DELAWARE COUNTY RECORDER'S OFFICE ON OCTOBER 27, 1997)

THE NORTHWEST FRACTIONAL QUARTER (NW FR 1/4) OF THE NORTHWEST QUARTER (NW 1/4) OF SECTION TWO (2) EXCEPT THE COUNTY ROAD X-35, ALL IN SECTION 2, TOWNSHIP EIGHTY-EIGHT (88) NORTH, RANGE FOUR (4). WEST OF THE FIFTH P.M., DELAWARE COUNTY, IOWA.

EXHIBIT B

Assigned Easement

That certain Grant of Easement ("Easement Agreement") dated March 4, 2016 between Cedar Valley Motorsports Park, Ltd., an Iowa Corporation ("Grantor") and TCO 2013 LLC, a Delaware limited liability company ("Grantee") for a portion of the "Grantor's Property" as more particularly identified in the Easement Agreement.

Recording Information, if any, set forth below:

- Grant of Easement filed March 17, 2016 in Delaware County, Iowa as Document # 2016 653 in Book 2016 Page 653