



Document 2011 2536

Book 2011 Page 2536 Type 06 001 Pages 6

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INDX
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LISA SMITH, COUNTY RECORDER
MADISON COUNTY IOWA

CHEK

Prepared by: Jane Madsen-Loan Administrator of LOL Finance Co., P O Box 64408, St. Paul, MN 55164-0408
Phone #: 651-481-2053

RECORDATION REQUESTED BY:

LOL Finance Co., P O Box 64408, St. Paul, MN 55164-0408

67

WHEN RECORDED MAIL TO:

LOL Finance Co., P O Box 64408, St. Paul, MN 55164-0408

ASSIGNMENT of MANURE EASEMENT AGREEMENT

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, **CW Farms LLC**, an Iowa limited liability company (hereinafter "Assignor"), does hereby sell, assign and transfer to **LOL Finance Co.**, a Minnesota corporation, with its principal office located at 4001 Lexington Avenue North, Arden Hills, MN 55126, and its successors and assigns, (hereinafter "Assignee"), all of the Assignor's rights and interest in and to a certain Manure Easement Agreement. This Assignment of Manure Easement Agreement (hereinafter "Assignment"), is given to secure the performance of all obligations of Assignor to Assignee, together with all related documents and agreements, together with all renewals, extensions, modifications, amendments or any refinancing in connection with the same, along with any and all sums, indebtedness, liabilities or other obligations now owing or to become due and owing from Assignor to Assignee as evidenced by said documents. The Assignor has the legal right to sell, assign and transfer to Assignee, its successors and assigns, all of the aforementioned.

The Assignor does hereby assign to the Assignee, the right and title when/if Assignor defaults on any loan that Assignor may have made with Assignee, the right to Assign any rights pursuant to the Manure Easement Agreement, to any party which has possession and title to the facilities described in the Manure Easement Agreement of which is described on the attached **Exhibit "A"**. This Assignment may be transferred by Assignee in this situation without any consent of the Assignor.

The parties agree that until Assignee exercises the right to possession of the facility premises and the rights pursuant to the Manure Easement Agreement on the property described in said Assignment, that Assignee shall be under no legal obligation pursuant to said Manure Easement Agreement.

Upon full performance of the obligations between Assignor and Assignee, all rights granted to Assignee, pursuant to this Assignment, hereinafter shall be released.

Notary Section on page 2 of Assignment of Manure Easement Agreement

IN WITNESS WHEREOF, the undersigned have executed this Assignment this 31st day of August, 2011.

CW Farms, LLC (ASSIGNOR)

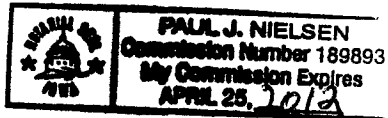
LOL Finance Co. (ASSIGNEE)

x John E. Crum
John E. Crum, Manager/Member

x Tim W. Wilken
Tim W. Wilken, Director of Lending

STATE OF Iowa
COUNTY OF Taylor) SS

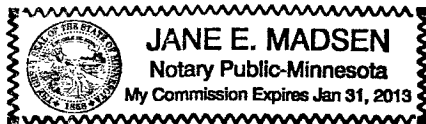
On this 31st day of August, 2011, before me, a notary public, personally appeared **John E. Crum**, the Manager/Member of **CW Farms, LLC**, an Iowa limited liability company, to me known to be the individual described in and who executed the foregoing instrument and acknowledged the said instrument to be their/his free and voluntary act, for the uses and purposes therein mentioned, on behalf of the limited liability company.



x Paul J. Nielsen
Notary Public

STATE OF MINNESOTA)
COUNTY OF RAMSEY) SS

On this 15th day of September, 2011, before me, a notary public, personally appeared **Tim W. Wilken**, the Chief Financial Officer of **LOL Finance Co.**, a Minnesota corporation, to me known to be the individual described in and who executed the foregoing instrument and acknowledged the said instrument to be their/his free and voluntary act, for the uses and purposes therein mentioned, on behalf of the corporation.



x Jane E. Madsen
Notary Public

Exhibit "A"

Grantor's Land - Legal Description

Parcel 1. N 1/2 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 1/4) of the Northeast Quarter (NE 1/4) and the Northeast Quarter (NE 1/4) of the Southeast Quarter (SE 1/4) 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 1/4) of the Northeast Quarter (NE 1/4) 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 1/4 corner of said Section 25, thence North 00°00'00" East, along the East Line of said NE 1/4, 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

GRANTOR INITIALS: DL 5

GRANTEE INITIALS: EE

Parcel 3. SE 1/2 of SE 1/4 Sec 32 Webster Plat, Madison County, Iowa; T-75-N, R-29-W; comprising 76 acres.

Parcel 4. SW 1/2 of SW 1/4 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 1/4, NE 1/4, SW 1/4 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 1/4 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 1/2 of SE 1/4 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

GRANTOR INITIALS: DPJ

GRANTEE INITIALS: EO



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Rec Amt \$32.00

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LISA SMITH, COUNTY RECORDER
MADISON COUNTY, IOWA

MANURE EASEMENT AGREEMENT

Recorder's Cover Sheet

Preparer Information:

Mike Blaser
Brown Winick Law Firm
666 Grand Avenue, Suite 2000
Des Moines, Iowa 50309
(515) 242-2480

Taxpayer Information:

Not Applicable

✓ Return Address:

Mike Blaser
Brown Winick Law Firm
666 Grand Avenue, Suite 2000
Des Moines, Iowa 50309
(515) 242-2480

Grantors:

Donald and Patty J. Schulz
1192 280th Street
Macksburg, Iowa 50155

Grantee:

CW Farms, LLC
3782 9th Street SW, Suite 2
Mason City, Iowa 50401

Legal Description: See Exhibit "A" attached to the Manure Easement Agreement.

Document or instrument number if applicable: Not Applicable.



Document 2011 2346

Book 2011 Page 2346 Type 06 001 Pages 7
Date 9/02/2011 Time 3:30 PM
Rec Amt \$37.00

INDX ✓
ANNO
SCAN
CHEK

LISA SMITH, COUNTY RECORDER
MADISON COUNTY IOWA

**Manure Application Agreement
Recorder's Cover Sheet**

Preparer Information:

Mike Blaser, 666 Grand Ave., Ste. 2000, Des Moines, IA 50309

Taxpayer Information:

Return Address

✓ Mike Blaser, 666 Grand Ave., Ste. 2000, Des Moines, IA 50309

Grantors:

Donald and Patty J. Schulz

Grantees:

CW Farms, LLC

Legal Description: Document or instrument number if applicable: