



Document 2011 2538

Book 2011 Page 2538 Type 06 001 Pages 4

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LISA SMITH, COUNTY RECORDER
MADISON COUNTY IOWA

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

WHEN RECORDED MAIL TO:

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

ASSIGNMENT of WATER WELL 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 Water Well Easement (Agreement). This Assignment of Water Well 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 Water Well Easement (Agreement), to any party which has possession and title to the facilities described in the Water Well 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 Water Well Easement (Agreement) on the property described in said Assignment, that Assignee shall be under no legal obligation pursuant to said Water Well 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 Water Well Easement (Agreement)

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

CW Farms, LLC (ASSIGNOR)

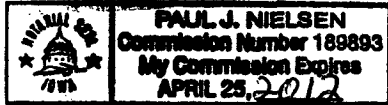
LOL Finance Co. (ASSIGNEE)

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

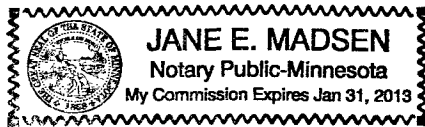
On this 31st day of August, 2011, before me, a notary public, personally appeared **John E. Crum**, the Manager/Member of **CW Farms, LLC**, an Iowa limited liability company, to me known to be the individual described in and who executed the foregoing instrument and acknowledged the said instrument 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"

Easement Property

A 20 foot wide easement for maintenance and repair of a well and water line from Parcel "D" in the Northwest Quarter (1/4) of the Southwest Quarter (1/4) of Section 33, Township 75 North, Range 29 West of the 5th P.M., Madison County being 10 feet either side of the following described center line: beginning at a point on the South line of Parcel "D" which is 36.41 feet East of the Southwest Corner thereof; thence South 00°16'45" East 695.79 feet; thence South 74°08'58" East 87.87 feet; thence South 87°55'33" East 149.76 feet to the well which is the end of the easement.

Benefited Property

Parcel "D" located in the Northwest Quarter (1/4) of the Southwest Quarter (1/4) of Section Thirty-three (33), Township Seventy-five (75) North, Range Twenty-nine (29) West of the 5th P.M., Madison County, Iowa, containing 8.03 acres, as shown in Plat of Survey filed in Book 2011, Page 1897 on July 21, 2011, in the Office of the Recorder of Madison County, Iowa



2)

Document 2011 2337

Book 2011 Page 2337 Type 06 001 Pages 6

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Rec Amt \$32.00

INDEX ✓

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LISA SMITH, COUNTY RECORDER
MADISON COUNTY IOWA

WATER WELL EASEMENT

Recorder's Cover Sheet

Preparer Information:

Mike Blaser
666 Grand Ave., Ste. 2000
Des Moines, IA 50309
515-242-2400

Taxpayer Information:

Not Applicable

Return Address:

Mike Blaser
666 Grand Ave., Ste. 2000
Des Moines, IA 50309
515-242-2400

Grantors:

Donald R. Schulz 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 Exhibits "A" and "B"

Document or instrument number if applicable: Not Applicable.