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ANNO  
SCAN  
CHEK

LISA SMITH, COUNTY RECORDER  
MADISON IOWA

Drafted by: Gary Reeves

Tel: 515-867-6430

✓ After recording Return to: Gary A. Reeves 2118 330<sup>th</sup> Avenue, Lorimor, Iowa 50149  
Mail property tax statements to: Gary A. Reeves 2118 330<sup>th</sup> Avenue, Lorimor, Iowa 50149

### Warranty Deed to Trustee

The Grantor(s) Allen Eugene Reeves and Marilyn Louise Reeves, Husband and Wife as Joint tenants with full rights of survivorship and not as tenants in common, of the County of Madison and the State of Iowa for and in consideration of \$1.00, and other good and valuable considerations in hand paid, conveys, grants, bargains, sells, aliens, remises, releases, confirms and warrants:

Unto Gary A. Reeves as Trustee and not personally under the provisions of a

trust agreement dated November 15, 2008 known as LARKSPUR LAND TRUST, State of Iowa all their right, title, interest, estate, claim and demand in the following described real estate, situated in Madison County, Iowa to wit:

NE ¼ NE ¼ EXCEPT PARCELS B & C OF Section 35, Township 74 North, Range 28 West of the 5<sup>th</sup> P.M., Madison County, Iowa (all subject to an access easement to Parcel B) said parcel contains 24.65 acres including 1.01 acres of County Road right of way, and

#### PARCEL "C"

Parcel "C" in the North Half of the Northeast Quarter of Section 35, Township 74 North, Range 28 West of the 5<sup>th</sup> P.M., Madison County more particularly described as follows:

Beginning at the Northwest Corner of the Northeast Quarter of the Northeast Quarter of Section 35, Township 74 North, Range 28 West of the 5<sup>th</sup> P.M., Madison County Iowa; thence South 89°49'50" East 488.03 feet along the North line of said Northeast Quarter of the Northeast Quarter; thence South 00°15'15" West 1309.24 feet to a point on the South line of said Northeast Quarter of the Northeast Quarter; thence North 89°48'27" West 487.66 feet to the Southwest Corner of said Northeast Quarter of the Northeast Quarter; thence North 89°50'09" West 332.95 feet along the South line of the Northwest Quarter of the Northeast Quarter; thence North 00°16'14" East 1309.07 feet to a point on the North line of said Northwest Quarter of the Northeast Quarter; thence South 89°49'50" East 332.21 feet to the Point of Beginning; EXCEPT PARCEL "B" as described above. Said Parcel "C" contains 21.66 acres including 0.56 acres of County Road right-of-way.

#### ACCESS EASEMENT TO PARCEL "B"

A 30.00 foot wide access easement being 15.00 feet either side of the following described easement centerline:

Commencing at the Northeast Corner of Section 35, Township 74 North, Range 28 West of the 5<sup>th</sup> P.M., Madison County, Iowa; thence South 00°15'15" West 713.25 feet along the East line of the Northeast Quarter of the Northeast Quarter of said Section 35 to the easement centerline Point of Beginning; thence South 84°51'02" West 61.27 feet; thence South 73°58'17" West 118.24 feet; thence South 79°12'01" West 69.94 feet; thence North 84°53'28" West 86.09 feet; thence North 70°54'51" West 156.94 feet; thence North 76°57'19" West 95.58 feet; thence South 85°52'40" West 87.13 feet; thence South 63°51'33" West 71.09 feet; thence South 54°48'28" West 128.02 feet to a point on the East line of Parcel "C" thence continuing South 54°48'29" West 87.50 feet; thence South 67°18'19" West 81.58 feet; thence South 87°55'06" West 48.71 feet to a point on the East line of Parcel "B" which is the end of access easement centerline.

as per plat thereof recorded in the Office of the Recorder of Madison County, Iowa.

accruing subsequent to 11/15/2008

In Witness Whereof, the said grantor(s) has(have) hereunto set (his/her/their) hands and seals this

15<sup>th</sup> day of November, 2008 A.D.

Signed Sealed and Delivered in our Presence:

Grantor Signature:

Grantor Signature:

*Allen E Reeves*

*Marilyn Louise Reeves*

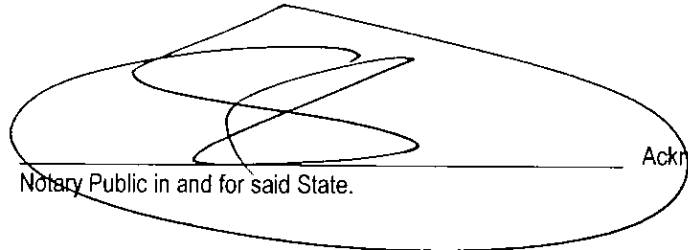
Allen Eugene Reeves

Marilyn Louise Reeves

ACKNOWLEDGMENT

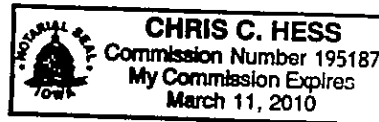
State of Iowa  
County of Polk

On this 15<sup>th</sup> day of November, 2008, before me, a Notary Public in and for said County and State, personally appeared Allen Eugene Reeves and Marilyn Louise Reeves, to me personally known as the identical person(s) named herein and who executed the foregoing instrument, and acknowledged that (he/she/they) executed the same as (his/her/their) voluntary act and deed.



Acknowledgment: For use in the case of individual Grantor(s).

Notary Public in and for said State.



***This Warranty Deed to Trustee is issued as a Conveyance with consideration less than \$ 500.00.***

***Together*** with all the tenements, hereditaments and appurtenances thereto, belonging or in anywise appertaining.

***To Have and to Hold*** the said premises in fee simple forever, with the appurtenances attached thereto upon the trust and for the uses and purposes herein and in said Trust Agreement set forth.

***Full*** power and authority granted to said Trustee, with respect to the said premises or any part of it, and at any time or times, to subdivide said premises or any part thereof, to dedicate parks, streets, highways or alleys and to vacate any subdivision or part thereof, and to resubdivide said property as often as desired, to contract to sell, to grant options to purchase, to sell on any terms, to convey either with or without consideration, to donate, to mortgage, pledge or otherwise encumber said property, or any part thereof, to lease said property or any part thereof, from time to time, in possession or reversion by leases to commence now or later, and upon any terms and for any period or periods of time and to renew or extend leases upon any terms and for any period or periods of time and to amend, change, or modify leases and the terms and provisions thereof at any time hereafter, to contract to make leases and to grant options to lease and options to renew or extend leases upon any terms and for any period or periods of time and to amend, change, or modify leases and the terms and provisions thereof at any time hereafter, to contract to make leases and to grant options to lease and options to renew leases and options to purchase the whole or any part of the reversion and to contract respecting the manner of fixing the amount of present or future renters, to partition or to exchange said property or any part thereof for other real or personal property, to grant easements changes of any kind, to release, convey or assign any right, title or interest in or about or easement appurtenant to said premises or any part thereof, and to deal with said property and every part thereof in all other ways and for such other considerations as it would be lawful for any person owning the same to deal with the same, whether similar to or different from the ways above specified, at any time or times hereafter.

***In No Case*** shall any party dealing with the said trustee in relation to said premises, to whom said premises or any part thereof shall be conveyed, contracted to be sold, leased or mortgaged by said trustee, be obliged to see to the application of any purchase money, rent, or money borrowed or advanced on said premises, or be obliged to see that the terms of this trust have been complied with, or be obliged to inquire into the necessity or expediency of any act of said trustee, or be obliged or privileged to inquire into any of the terms of said trust agreement; and every deed, mortgage, lease or other instrument executed by said trustee in relation to said real estate shall be conclusive evidence in favor of every person relying upon or claiming under such conveyance, lease or other instrument, (a) that at the time of delivery thereof, the trust created by this Indenture and by said trust agreement was in full force and effect, (b) that such conveyance or other instrument was executed in full accordance of the trust's conditions and limitation contained herein and in said trust agreement or in some amendment thereof and binding upon all beneficiaries thereunder and (c) that said trustee was duly authorized and empowered to execute and deliver every such deed, trust deed, lease, mortgage or other instrument.

***The Interest*** of each and every beneficiary hereunder and of all persons claiming under them or any of them shall be only in the earnings, avails, and proceeds arising from the sale or other disposition of said real estate, and such interest is hereby declared to be personal property. No beneficiary hereunder shall have any title or interest legal or equitable, in or to said real estate as such, but only an interest in the earnings, avails and proceeds thereof as aforesaid.

***And*** the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, *except taxes*