

REC \$ No  
AUD \$ Fee  
R.M.F. \$     

COMPUTER   
RECORDED   
COMPALED

MADISON COUNTY  
BOARD OF HEALTH  
COURTHOUSE  
P.O. BOX 152  
WINTERSET, IOWA 50273

FILED NO. \_\_\_\_\_  
BOOK 2002 PAGE 1993  
2002 APR 26 PM 12:15

**INTERMITTENT SAND FILTERS**  
**MECHANICAL AEROBIC WASTEWATER TREATMENT SYSTEM**

NICKI UTSLER  
RECORDER  
MADISON COUNTY, IOWA

**PROPERTY OWNERS AGREEMENT TO FOLLOW CHAPTER 69 REQUIREMENTS**

567—69.9(455B) **Intermittent sand filters.**

**Sampling.** Effluent sampling of intermittent sand filters shall be performed **annually** or as directed by the administrative authority.

567—69.10(5) **Mechanical Aerobic Wastewater Treatment System**

**Maintenance Contract.** A maintenance contract with a manufacturer certified technician shall be maintained at all times. Maintenance agreements and responsibility waivers shall be recorded with the county recorder and in the abstract of title for the premises on which mechanical aerobic treatment systems are installed. Mechanical aerobic units shall be inspected for proper operation at least **twice a year on six month intervals.**

69.10(6) **Effluent Sampling.** Any open discharge from systems involving mechanical aeration shall have the effluent sampled at each inspection. A copy of the findings shall be mailed to the Madison County Sanitarian immediately thereafter. If the BOD tests higher than the allowable limits as set by the Department of Natural Resources the system must be shut down and repaired.

These requirements shall run with the following real estate described as follows:

See Attached

Name Richard A and Denise M Conoan Address 1677 Mueller Lane  
City Winterset, State Iowa Zip Code 50273

**Type of Disposal Treatment:**

     Intermittent Sand Filters   x   Mechanical Aerobic Wastewater Treatment System

**Certification:**

I certify the above information is true and accurate, to the best of my knowledge. I agree to abide by all terms and conditions stated above. The permitted system will be constructed in conformance with the requirements of IAC 567 – Chapter 69 and all applicable County requirements.

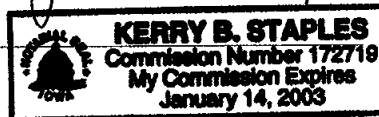
Name (please print) Richard Conoan

Signature *Richard Conoan* Date April 25, 2002

Subscribed and sworn to before me this 25 day of April, 2002

*Kerry B. Staples*

Title: \_\_\_\_\_



REAL ESTATE TRANSFER  
TAX PAID 39  
STAMP #  
\$ 335.20  
RECORDED  
3-29-02  
DATE  
Madison  
COUNTY

REC \$ 5<sup>00</sup> COMPUTER   
AUD \$ 5<sup>00</sup> RECORDED   
R.M.F. \$ 1<sup>00</sup> COMPARED

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BOOK 2002 PAGE 1486  
2002 MAR 29 PM 3:23  
(3:23 PM)  
MICKI UTSLER  
RECORDER  
MADISON COUNTY, IOWA

Preparer Information Jerrold B. Oliver, P.O. Box 230, Winterset, Iowa 50273, (515) 462-3731  
Individual's Name Street Address City Phone



Address Tax Statement: Richard and Denise Conoan  
\$ 210,000.00 1677 Mueller Lane, Winterset, IA 50273

SPACE ABOVE THIS LINE  
FOR RECORDER

**WARRANTY DEED - JOINT TENANCY**

For the consideration of TWO HUNDRED TEN THOUSAND  
Dollar(s) and other valuable consideration,  
LARRY WATTS and LAURA M. WATTS, Husband and Wife,

do hereby Convey to  
RICHARD A. CONOAN and DENISE M. CONOAN,

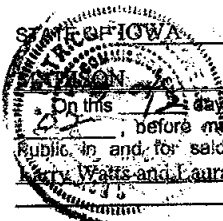
as Joint Tenants with Full Rights of Survivorship, and not as Tenants in Common, the following described  
real estate in Madison County, Iowa:

Parcel "N" located in that part of the Southeast Quarter (1/4) of Section Three (3), Township  
Seventy-six (76) North, Range Twenty-seven (27) West of the 5th P.M., Madison County, Iowa,  
containing 4.02 acres, as shown in Plat of Survey filed in Book 3, Page 362 on December 23, 1998, in  
the Office of Recorder of Madison County, Iowa



Grantors do Hereby Covenant with grantees, and successors in interest, that grantors hold the real  
estate by title in fee simple; that they have good and lawful authority to sell and convey the real estate;  
that the real estate is free and clear of all liens and encumbrances except as may be above stated; and  
grantors Covenant to Warrant and Defend the real estate against the lawful claims of all persons except as  
may be above stated. Each of the undersigned hereby relinquishes all rights of dower, homestead and  
distributive share in and to the real estate.

Words and phrases herein, including acknowledgment hereof, shall be construed as in the singular or  
plural number, and as masculine or feminine gender, according to the context.



On this 12 day of March, 2002, before me, the undersigned, a Notary  
Public in and for said State, personally appeared  
Larry Watts and Laura M. Watts

Dated: 3-12-02

*Larry Watts*  
Larry Watts (Grantor)

*Laura M. Watts*  
Laura M. Watts (Grantor)

to me known to be the identical persons named in  
and who executed the foregoing instrument and  
acknowledged that they executed the same as their  
voluntary act and deed.

*Robert F. Conoan*  
Robert F. Conoan  
Notary Public

(This form of acknowledgment for individual grantor(s) only)