

5 . . . 248,000

REAL ESTATE TRANSFER TAX PAID
30
STAMP
\$ 396.00
Michelle Utsler
RECORDER
3-16-85 Madison
DATE COUNTY

REC \$ 20.00
 AUD \$ 10.00
 R.M.F. \$ 1.00

FILED NO. 2353
 BOOK 134 PAGE 150
 95 MAR 16 AM 8:46
 MICHELLE UTSLER
 RECORDER
 MADISON COUNTY, IOWA

COMPUTER
 RECORDED
 COMPARED

SPACE ABOVE THIS LINE FOR RECORDER

**WARRANTY DEED
 (CORPORATE GRANTOR)**

For the consideration of One and 00/100 Dollar (\$1.00) and other valuable consideration, KIRKLAND FARMS, INC., a corporation organized and existing under the laws of Iowa does hereby convey to **RAYMOND J. DE HAAN, TRUSTEE OF THE RAYMOND J. DE HAAN REVOCABLE TRUST AGREEMENT DATED JANUARY 7, 1986**, an undivided 45.4 percent interest, **RAYMOND J. DE HAAN, TRUSTEE OF THE JEANETTA W. DE HAAN REVOCABLE TRUST AGREEMENT DATED JANUARY 7, 1986**, an undivided 45.4 percent interest, **LORRAINE PORTER**, an undivided 4.6 percent interest, **WARREN V. DE HAAN**, an undivided 4.6 percent interest, all as Tenants In Common, the following described real estate in Madison County, Iowa:

The S 1/2 of the SE 1/4 of the Section 14; the N 1/2 of the NW 1/4 and the NE 1/4 of Section 23; all in Township 74 North, Range 29 West of the 5th P.M., Madison County, Iowa, subject to easements and restrictions of record, EXCEPT that part of the SW 1/4 of the SE 1/4 of Section 14, Township 74 North, Range 29 West of the 5th P.M., Madison County, Iowa, described as follows: Beginning at the Southwest corner of the SE 1/4 of said Section 14; thence on an assumed bearing of N 01° 01' 15" East along the West line of the SW 1/4 of the SE 1/4 of said Section 14 a distance of 697.51 feet; thence S 86° 44' 25" East 390.22 feet; thence N 88° 28' 15" East 88.04 feet; thence N 69° 03' 50" East 114.35 feet; thence S 79° 42' 52" East 138.33 feet; thence S 06° 42' 27" West 232.19 feet; thence S 25° 20' 02" West 48.28 feet; thence S 89° 40' 53" West 224.74 feet; thence S 01° 53' 17" West 418.46 feet to the South line of the SE 1/4 of said Section 14; thence N 90° 00' 00" West along said South line 446.62 feet to the Southwest corner of the SE 1/4 of said Section 14 and the point of beginning. Said tract contains 8.73 acres and is subject to a Madison County Highway Easement over the Southerly 0.34 acres thereof. Subject to an Easement retained by Grantor herein as set forth on Exhibit 1 attached hereto.

The Corporation hereby covenants with grantees, and successors in interest, that it holds the real estate by title in fee simple; that it has 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 it covenants to warrant and defend the real estate against the lawful claims of all persons except as may be above stated.

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

Dated this 15th day of March, 1995.

KIRKLAND FARMS, INC.

By George D. Kirkland
 George D. Kirkland, President

By Betty J. Kirkland
 Betty J. Kirkland, Secretary

NOTE: The following Notary Certificate is prepared on a separate page and is attached to the document entitled Warranty Deed (Corporate Grantor), containing 1 page and is attached to that document by means of staple.

DALLAS
STATE OF IOWA, ~~MARION~~ COUNTY, ss:

On this 15 day of MARCH, 1995, before me, the undersigned, a Notary Public in and for said State, personally appeared George D. Kirkland and Betty J. Kirkland, to me personally known, who, being by me duly sworn, did say that they are the President and Secretary, respectively, of said corporation; that no seal has been procured by the said corporation; that said instrument was signed on behalf of said corporation by authority of its Board of Directors; and that the said George D. Kirkland and Betty J. Kirkland, as such officers, acknowledged the execution of said instrument to be the voluntary act and deed of said corporation, by it and by them voluntarily executed.



James L. Adkins

Notary Public in and for Said State
James L. Adkins

EXHIBIT 1**EASEMENT**

An Easement for water line purposes across the following described real estate (hereinafter the "Burdened Premises") situated in Madison County, Iowa, to-wit:

An easement thirty (30) feet in width and located in the S 1/2 of the SE 1/4 of Section 14 and the N 1/2 of the NW 1/4 and the NE 1/4 of Section 23, all in Township 74 North, Range 29 West of the 5th P.M., the centerline of which is the water line as it currently exists.

and for the benefit of the following described real estate (hereinafter the "Benefited Premises") situated in Madison County, Iowa, to-wit:

That part of the SW 1/4 of the SE 1/4 of Section 14, Township 74 North, Range 29 West of the 5th P.M., Madison County, Iowa, described as follows: Beginning at the Southwest corner of the SE 1/4 of said Section 14; thence on an assumed bearing of N 01° 01' 15" East along the West line of the SW 1/4 of the SE 1/4 of said Section 14 a distance of 697.51 feet; thence S 86° 44' 25" East 390.22 feet; thence N 88° 28' 15" East 88.04 feet; thence N 69° 03' 50" East 114.35 feet; thence S 79° 42' 52" East 138.33 feet; thence S 06° 42' 27" West 232.19 feet; thence S 25° 20' 02" West 48.28 feet; thence S 89° 40' 53" West 224.74 feet; thence S 01° 53' 17" West 418.46 feet to the South line of the SE 1/4 of said Section 14; thence N 90° 00' 00" West along said South line 446.62 feet to the Southwest corner of the SE 1/4 of said Section 14 and the point of beginning. Said tract contains 8.73 acres and is subject to a Madison County Highway Easement over the Southerly 0.34 acres thereof.

Said Easement shall be for the purpose of repairing and maintaining said water line as it currently exists and for the installation of such other items as may be necessary for the operation of said water line. Subject to Paragraph 7 below, said Easement shall be permanent, run with the land, and bind the respective successors in interest of the current owners of the parcels of real estate as set forth above.

The following conditions shall apply to the Easement granted hereunder:

1. In the event repair and maintenance construction which alters the surface of said real estate is necessary, the owner of the Benefited Premises agrees to put said surface back in its same condition, including the replacement of top soil, at its sole cost and expense.

2. With the exception of the water line itself and appurtenances thereto, no permanent improvements of any kind shall be placed in the easement area by the owner of the Benefited Premises. With regard to the water line and its appurtenances, no facilities shall be above ground with the exception of the well itself.

3. The owner of the Benefited Premises agrees not to alter surface drainage as a result of its exercise of the Easement granted hereunder, and should any drainage tile be damaged as a result thereof, the owner of the Benefited Premises will repair or replace (as appropriate) the same at its sole cost and expense.

4. Should any growing crops of the owner of the Burdened Premises be damaged as a result of the owner of the Benefited Premises' exercise of Easement granted hereunder, the owner of the Benefited Premises agrees to pay the fair value of the damage to said crops.

5. The owner of the Benefited Premises will repair or replace (as appropriate) any fences damaged as a result of the exercise of this Easement at its sole cost and expense.

6. The owner of the Benefited Premises shall pay all costs and expenses of its exercise of this Easement, including any costs of electricity necessary for the well pump.

7. When rural water service becomes available to the Benefited Premises, the owner of the Benefited Premises shall apply for and hook up to the same as soon as possible, and upon completion of the hookup to rural water or upon the failure of the owner of the Benefited Premises to promptly apply for hookup, this Easement shall terminate. The existing water line shall not be used to hook up to rural water. At the time of termination the owner of Benefited Premises shall cap all water pipes at the well so as to prevent drainage from the well. Upon termination, either party shall be entitled to place an Affidavit of record declaring that the Easement has terminated.