

COMPUTER
RECORDED
COMPARED

REC \$100
AUD \$5.00
R.M.F. \$1.00

64,500

REAL ESTATE TRANSFER TAX PAID	
STAMP # 11	
\$ 102.40	
<i>[Signature]</i>	
RECORDED	
11-13-96	Adel
DATE	COUNTY

FILED NO. 1328

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96 NOV 13 PM 2:09

MICHELLE UTSLER
RECORDER
MADISON COUNTY, IOWA

Preparer Information Bryan R. Jennings, Reich Law Firm, 801 Main, Adel, Iowa 50003
Individual's Name Street Address (515) City 993-4254 Phone



WARRANTY DEED

SPACE ABOVE THIS LINE FOR RECORDER

For the consideration of One Dollar(s) and other valuable consideration, Michael D. Parkins, a single person

do hereby Convey to Charles D. Miholovich

the following described real estate in Madison County, Iowa:

Parcel "A", located in the Southeast Quarter of the Northeast Quarter of Section 2, Township 76 North, Range 27 West of the 5th P.M., Madison County, Iowa, more particularly described as follows:

Commencing at the Southwest Corner of the Southeast Quarter of the Northeast Quarter of Section 2, Township 76 North, Range 27 West of the 5th P.M., Madison County, Iowa; thence North 0°47'44" West along the West line of the Southeast Quarter of the Northeast Quarter of said Section 2, 361.98 Feet; thence North 89°12'16" East, 27.55 Feet to the Point of Beginning which lies on the centerline of County Road G-4-R; thence North 43°23'25" East along said road centerline, 47.80 Feet; thence Northeasterly 417.46 Feet along a 2083.48 foot radius curve concave northwesterly with a chord of North 37°39'01" East, 416.77 Feet; thence South 75°42'34" East, 306.39 Feet; thence South 0°00'00" West, 247.17 Feet; thence South 85°53'49" West, 585.83 Feet to the Point of Beginning. Said parcel contains 3.061 Acres, including 0.568 Acres of County Road Right-of-Way; together with a waterline and well easement as described on attached Exhibit "A".



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.

STATE OF IOWA

Dated: November 4, 1996

DALLAS COUNTY, ss:
On this 4th day of November, 19 96, before me, the undersigned, a Notary Public in and for said State, personally appeared Michael D. Parkins, a single person

[Signature]
MICHAEL D. PARKINS (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.

(Grantor)

(Grantor)

[Signature]
Bryan R. Jennings
Notary Public

(Grantor)

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

Exp. 2-19-97

EXHIBIT "A"
WATERLINE AND WELL EASEMENT

A 30 FOOT WIDE WATER LINE EASEMENT LOCATED IN THE SOUTH-EAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 2, TOWNSHIP 76 NORTH, RANGE 27 WEST OF THE 5th P.M., MADISON COUNTY, IOWA THE CENTERLINE OF WHICH IS DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF PARCEL "A" LOCATED IN THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 2, TOWNSHIP 76 NORTH, RANGE 27 WEST OF THE 5th P.M., MADISON COUNTY, IOWA; THENCE NORTH 43°23'25" EAST ALONG THE CENTERLINE OF COUNTY ROAD G-4-R, 47.80 FEET; THENCE NORTHEAST 94.93 FEET ALONG A 2083.48 FOOT RADIUS CURVE, CONCAVE NORTH-WESTERLY WITH A CHORD OF NORTH 42°04'58" EAST, 94.92 FEET ALONG THE CENTERLINE OF SAID COUNTY ROAD TO THE EASEMENT POINT OF BEGINNING; THENCE SOUTH 77°19'53" WEST ALONG THE CENTERLINE OF A 30 FOOT WATER LINE EASEMENT, 105.64 FEET TO AN EXISTING WELL. SAID EASEMENT EXTENDS 15.00 FEET IN ALL DIRECTIONS FROM THE DESCRIBED CENTERLINE ; said easement is

granted to the grantee, his successors and assigns, it shall permanently run with the real estate it benefits; the owner of Parcel "A" conveyed herein shall have the right to enter the easement area to replace, repair and maintain the waterline, the well, and appurtenances thereto; the grantor reserves the personal right to use the well for water for his livestock for a maximum period of two years from date of this conveyance, said right shall sooner terminate should he establish an alternative source of water for his livestock, he shall be responsible for any costs or damages associated with his use of the well; the easement granted to grantee herein shall terminate should the water well and water lines be abandoned by grantee, his successors or assigns for a period of in excess of two years, and in that case all rights shall revert to the then owner of the real estate encumbered thereby.