

REC \$ 11.00  
AUD \$ 5.00  
COMPUTER   
RECORDED   
COMPALED

REAL ESTATE TRANSFER  
TAX PAID 16  
STAMP #  
\$ 71.90  
[Signature]  
RECORDER  
8-10-93 [Signature]  
DATE COUNTY

FILED NO. 382  
BOOK 131 PAGE 779  
93 AUG 10 PH 3:24  
MICHELLE UTSLER  
RECORDER  
MADISON COUNTY, IOWA



### WARRANTY DEED - JOINT TENANCY

SPACE ABOVE THIS LINE  
FOR RECORDER

For the consideration of One and no/100 (\$1.00) -----  
Dollar(s) and other valuable consideration,  
Craig A. Saveraid and Marta L. Saveraid, husband and wife,

do hereby Convey to  
Richard D. Eveland and Gladys M. Eveland, husband and wife,

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

A parcel of land located in the Northwest Quarter (1/4) of the  
Southeast Quarter (1/4), of Section Eighteen (18), in Township  
Seventy-four (74) North, Range Twenty-seven (27) West of the 5th  
P.M., Madison County, Iowa, more particularly described as follows:  
Beginning at the Northeast Corner of said Northwest Quarter (1/4) of  
the Southeast Quarter (1/4), thence along the East line of said  
Northwest Quarter (1/4) of the Southeast Quarter (1/4) South 00°00'00"  
West, a distance of 1074.53 feet, thence departing said East line  
along a line fence North 88°40'03" West, a distance of 344.00 feet,  
thence along a line fence North 00°17'06" East, a distance of  
1070.77 feet, thence along a partition fence South 89°17'03" East,  
a distance of 338.61 feet to the Point of Beginning, said parcel  
contains 8.403 acres, more or less, including 0.814 acres presently  
established county road Right-of-Way easement,

subject to all easements and restrictions of record.

See Exhibit "A" attached hereto and by this reference incorporated  
herein.

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: July 29, 1993

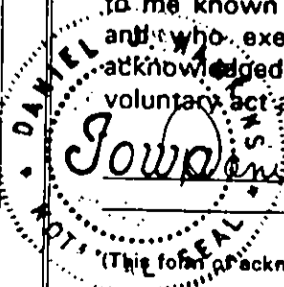
DALLAS COUNTY, ss:

On this 29<sup>th</sup> day of July,  
199 3, before me, the undersigned, a Notary  
Public in and for said State, personally appeared  
Craig A. Saveraid and Marta L.  
Saveraid, husband and wife,

[Signature]  
Craig A. Saveraid (Grantor)

[Signature]  
Marta L. Saveraid (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.



[Signature]  
Notary Public  
(This form of acknowledgment for individual grantor(s) only)

\_\_\_\_\_  
(Grantor)

\_\_\_\_\_  
(Grantor)

## EXHIBIT "A"

Grantors expressly reserve a right-of-way in common with grantees over grantees' existing driveway at all times and for all purposes connected with the use and occupation of grantors' adjoining land.

Grantors reserve ownership of the automatic waterer located in the fence line on the west boundary of the above-described property and the use of water from grantees' water source for the purpose of supplying water to said automatic waterer for a period of one (1) year from the date of execution of this deed. Grantees shall have the right to use said automatic waterer in common with grantors for said one year period.

Grantors grant and sell to grantees, their heirs and assigns, the exclusive right to withdraw water from the pond located upon grantors' adjacent property for the purpose of furnishing water to the house and buildings located on the above-described property. Grantors do not guarantee the quantity or quality of the water from said pond and any maintenance of the pond required for the purpose of using it as a water source for grantees' property shall be the obligation of grantees. Grantors further grant to grantees, their heirs and assigns, an easement extending eight feet (8 ft.) on each side of the present existing water line for installation, repair, maintenance and replacement of said water line from the above-described property to the pond. Grantors further grant to grantees, their heirs and assigns, a fifteen foot (15 ft.) easement on all sides of the pit containing the pump for installation, repair and maintenance thereof. Grantees shall be responsible for any destruction of or damage to crops, trees, shrubbery, fences, improvements, and the land itself, resulting directly from activities authorized herein, either by restoring or repairing the damage, or making a cash settlement with grantors.