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Rec Amt \$19.00 Aud Amt \$5.00
Rev Transfer Tax \$767.20
Rev Stamp# 363 DOV# 388

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LISA SMITH, COUNTY RECORDER
MADISON COUNTY IOWA

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Official Form No. 101 - May 2006

Jerrold B. Oliver

FOR THE LEGAL EFFECT OF THE USE OF
THIS FORM, CONSULT YOUR LAWYER

Return To: Frank Thomas Santana, 1101 Hwy 169, Winterset, IA 50273

Preparer: Jerrold B. Oliver, P.O. Box 230, Winterset, IA 50273, (515) 462-3731

Taxpayer: Frank Thomas Santana, 1101 Hwy 169, Winterset, IA 50273



WARRANTY DEED

For the consideration of \$480,000.00 Dollar(s) and other valuable consideration,
Frederick R. Martens and Helen I. Martens, Husband and Wife

do hereby
Convey to Frank Thomas Santana

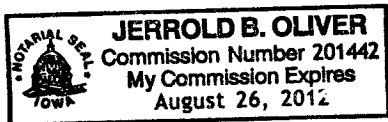
the
following described real estate in Madison County, Iowa:
See 1 in Addendum

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.

Frederick R. Martens
Frederick R. Martens (Grantor)

Dated: June 22, 2010
Helen I. Martens
Helen I. Martens (Grantor)

STATE OF IOWA, COUNTY OF MADISON
This instrument was acknowledged before me on June 22, 2010, by Frederick R. Martens and Helen I. Martens



Jerrold B. Oliver
, Notary Public

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

Addendum

1. The Northeast Quarter ($\frac{1}{4}$) of Section Twelve (12), Township Seventy-seven (77) North, Range Twenty-eight (28) West of the 5th P.M., Madison County, Iowa, EXCEPT that part thereof deeded to the State of Iowa for highway purposes

See Attached Addendum

1. The Grantors have constructed a lawful fence on the East one half of the South boundary line of the above described real estate. At such time as the Farm Lease between Grantors and Grantee terminates, Grantors shall install a lawful fence as defined by the Code of Iowa on the West half of the said boundary line. After the installation of said fence, the responsibility for the maintenance and repair of said fence shall be as follows:

East half of said fence shall be kept in repair and maintained by Grantors.

West half of said fence shall be kept in repair and maintained by Grantee.

This Fence Agreement shall be binding upon parties, their heirs, successors and assigns.

2. Prior to May 1, 2010, Grantors shall remove steel tubs/containers in ditch and all farm machinery, and unattached fencing materials from the above described real estate. The unused transmission poles shall be left on said real estate and shall become the property of Grantee.

3. The Grantee is granted an Easement for the use of the existing gravity flow water pipeline running from the pond located on Grantee's property through the dam for said pond to furnish water to the real estate being purchased by Grantee. Grantors shall have no responsibility for the maintenance or repair of such pipeline. In the event that said pipeline becomes unoperational, Grantee shall not have the right to replace or repair said pipeline. In such event this Easement shall terminate.

In the event that said waterline becomes unoperational Grantee shall have an easement for access to the waterline located on Grantors' adjacent real estate to provide water to the real estate being purchased by Grantee from Grantors. Grantee shall be responsible for the installation, repair and maintenance of any necessary equipment necessary to be installed by Grantee in order to provide water to the real estate being purchased by Grantee. Grantors shall not be responsible for any installation, repair and maintenance of any equipment installed by Grantee. Such equipment shall be installed, repaired and maintained by Grantee in such a manner to not cause damage to the dam or pond from which water is being obtained. In the event that installation, repair or maintenance of such equipment causes damage to the dam, pond or Grantors' adjacent property Grantee shall reimburse Grantors for such damages.

4. The Grantors reserve an Easement to Grantors, their heirs, successors and assigns to the portion of dam which is located on the real estate being purchased by Grantee for the purpose of repair, maintenance and upkeep of said dam.