



Document 2010 3363

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LISA SMITH, COUNTY RECORDER
MADISON COUNTY IOWA

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Official Form No. 103 - May 2006

Jerrold B. Oliver

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

Return To: Scott A. Evans and Erica D. Evans, 2491 225th Trail, Winterset, IA 50273

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

Taxpayer: Scott A. Evans and Erica D. Evans, 2491 225th Trail, Winterset, IA 50273



WARRANTY DEED - JOINT TENANCY

For the consideration of \$236,000.00 Dollar(s) and other valuable consideration,
James C. Eller, Single

do hereby

Convey to Scott A. Evans and Erica D. Evans

as Joint

Tenants with Full Rights of Survivorship, and not as Tenants in Common, 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.

Dated: 12-28-10

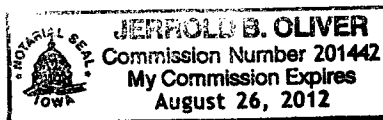
James C. Eller

(Grantor)

(Grantor)

STATE OF IOWA, COUNTY OF MADISON

This instrument was acknowledged before me on Dec 28, 2010, by James C. Eller



, Notary Public

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

Addendum

1. The East Half ($\frac{1}{2}$) of the Northeast Quarter of Section Fourteen (14), Township Seventy-five (75) North, Range Twenty-nine (29) West of the 5th P.M., Madison County, Iowa, EXCEPT that part of Parcel "A" located in the Southeast Quarter ($\frac{1}{4}$) of the Northeast Quarter ($\frac{1}{4}$) of said Section Fourteen (14), as shown in Plat of Survey filed in Book 2, Page 714 on August 27, 1996 in the Office of the Recorder of Madison County, Iowa, AND EXCEPT Parcel "D", located in the Southeast Quarter ($\frac{1}{4}$) of the Northeast Quarter ($\frac{1}{4}$) of said Section Fourteen (14), as shown in Plat of Survey filed in Book 2007, Page 4535 on December 26, 2007, in the Office of the Recorder of Madison County, Iowa.

Grantor hereby reserves the following Easements:

1. A perpetual easement over, under and across the East 34 feet of the Northeast Quarter ($\frac{1}{4}$) of the Northeast Quarter ($\frac{1}{4}$) of Section Fourteen (14), Township Seventy-five (75) North, Range Twenty-nine (29) West of the 5th P.M., for driveway and utility purposes including water lines, sewer lines, gas lines and/or television cable lines and for ingress and egress running across said easement area for such purposes.
2. A perpetual easement for the repair, maintenance and replacement of a lateral field and septic or sewer lines located on the real estate being sold to Grantees and located just West of Parcel "D" located in the Southeast Quarter ($\frac{1}{4}$) of the Northeast Quarter ($\frac{1}{4}$) of said Section Fourteen (14) as shown by the Plat of Survey filed in Book 2007, Page 4535 of the Office of the Madison County Recorder.
3. The following provisions shall apply to both of the reserved Easements. The Grantees, Scott A. Evans and Erica D. Evans, covenant that no act will be permitted within the easement areas which is inconsistent with the rights hereby granted; and no building or structures will be erected upon said easement area, and that the present grade or ground level thereof will not be changed by excavation or filling. No crops shall be planted on the easement area for the lateral field and septic or sewer lines. These Easements shall run with the land and bind and inure to the benefit of the heirs, successors and assigns of the parties.

Grantor, James C. Eller, shall be solely responsible for the repair and maintenance of all items installed in the easement area and shall, upon installation, maintenance or repair of any item installed in the easement area, restore the surface of the easement area to its condition existing prior to such installation, repair or maintenance. This easement shall terminate in the event the items installed in the easement areas are removed by Grantor, his heirs, successors or assigns.

This deed is being given to correct the legal description of the Warranty Deed filed in Book 2010, Page ~~2832~~ of the Recorder's Office of Madison County, Iowa.