

AFFIDAVIT

STATE OF IOWA )  
                  ) SS:  
COUNTY OF POLK )

I, Ruthann Schroeder, being first duly sworn on oath, depose and state that I am a Closing Officer for Coldwell Banker Stanbrough & Assoc., Realtors, 4800 Westown Parkway, Suite 110, West Des Moines, Iowa, 50265 and that I handled the closing for Wayne Newkirk on the following legally described real estate, to wit:

-See Attachment "A"

I further depose and state that from my own personal knowledge and investigation I know that Lillie A. Newkirk was divorced and unremarried at the time she executed three quit claim deeds conveying her interest in properties per their Dissolution of Marriage Decree CD 71-42161, said Quit Claim Deeds filed in Madison County, Iowa.

This affidavit is given for the sole purpose of clarifying any cloud on the legally described real estate in Attachment "A".

Signed this 28th dy of June, 1991.

Ruthann Schroeder  
Ruthann Schroeder

Subscribed and sworn to before me this 28th day of June, 1991.

Carol M. Westland  
Notary Public in and for the State of Iowa

My Commission Expires: 12-9-1993

CONF. 21

Fee \$10.00

FILED NO. 12

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91 JUL -1 PM 3:33

MICHELLE UTSLER  
RECORDER  
MADISON COUNTY, IOWA  
#91041217

PLEASE RETURN TO:  
COLDWELL BANKER  
STANBROUGH & ASSOC. REALTORS  
Regency West 3 Suite 110  
4800 Westown Parkway  
WEST DES MOINES, IOWA 50265

 CAROL M. WESTLAND  
MY COMMISSION EXPIRES

the following described real estate, situated in Madison County, Iowa, to-wit:  
A parcel of land located in the Southwest Quarter (¼) of the Northeast Quarter (¼), and in the Northwest Quarter (¼) of the Southeast Quarter (¼) of Section Twenty-one (21), in Township Seventy-six (76) North, Range Twenty-seven (27) West of the 5th P.M., Madison County, Iowa, more particularly described as follows: Beginning at the Southeast Corner of the Southwest Quarter (¼) of the Northeast Quarter (¼) of Section Twenty-one (21), Township Seventy-six (76) North, Range Twenty-seven (27) West of the 5th P.M., Madison County, Iowa, thence along the East line of the Northwest Quarter (¼) of the Southeast Quarter (¼) of said section Twenty-one (21), South 00°43'00" West 244.78 feet, thence South 76°05'13" West 299.24 feet, thence south 90°00'00" West 341.99 feet thence North 00°00'00" 783.29 feet to the centerline of a county road, thence along said centerline North 83°45'00" East 639.32 feet to the East line of the Southwest Quarter (¼) of the Northeast Quarter (¼), thence along said East line, South 00°00'00" 536.18 feet to the Point of Beginning, said parcel of land contains 11.682 acres, including 0.492 acres of county road right of way, subject to and together with any and all easements, covenants and restrictions of record

This deed also includes the easement described on the attached and incorporated Exhibit "A".

Also a well and waterline easement located in the Northwest Quarter (¼) of the Southeast Quarter (¼) and in the Northeast Quarter (¼) of the Southwest Quarter (¼) of Section Twenty-one (21), Township Seventy-six (76) North, Range Twenty-seven (27) West of the 5th P.M., Madison County, Iowa, more particularly described as follows: Commencing at the Northeast Corner of the Northwest Quarter (¼) of the Southeast Quarter (¼) of Section Twenty-one (21), Township Seventy-six (76) North, Range Twenty-seven (27) West of the 5th P.M., Madison County, Iowa; thence South 90°00'00" West 635.52 feet; thence South 00°00'00" 60.95 feet to the Point of Beginning of a waterline and well easement; thence South 83°26'31" West 1083.37 feet; thence North 06°33'29" West 10.00 feet; thence South 83°26'31" West 40.00 feet; thence South 06°33'29" East 40.00 feet; thence North 83°26'31" East 40.00 feet; thence North 06°33'29" West 10.00 feet; thence North 83°26'31" East 1083.09 feet; thence North 00°00'00" 20.13 feet to the point of beginning.

The Grantor hereby conveys to the Grantees the right to construct, repair, maintain and reconstruct a waterline and well in and around the above-described well and waterline easement. If the Grantees damage crops as part of the above-described construction, repair, maintenance or reconstruction on the well and waterline easement, they shall be responsible to the Grantor for the fair and reasonable value of the crops destroyed. This well and waterline easement shall run with the land be binding on the parties and their successors and assigns.