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LISA SMITH, COUNTY RECORDER MADISON COUNTY IOWA

CHEK



# **WARRANTY DEED**

THE IOWA STATE BAR ASSOCIATION
Official Form #101
Recorder's Cover Sheet

Preparer Information: (Name, address and phone number)

Lawrence P. Van Werden, 200 West Jefferson, P. O. Box 199, Osceola, IA 50213,

Phone: (641) 342-2157

**Taxpayer Information:** (Name and complete address) Andrew A. Ross, 7019 N. Valley Drive, Urbandale, IA 50322

Return Document To: (Name and complete address)

Lawrence P. Van Werden, 200 West Jefferson, P. O. Box 199, Osceola, IA 50213,

Phone: (641) 342-2157

**Grantors:** 

Doris C. See

**Grantees:** 

Andrew A. Ross

Legal description: See Page 2

Document or instrument number of previously recorded documents:



## **WARRANTY DEED**

Doris C. See a/k/a Doris See, an unmarried person		do hereby Convey to
	Andrew A. Ross	do hereby Convey to
		the
ollowing described real estate in	Madison	County, Iowa:
he legal description of the real esta ereto and made a part hereof by thi		out in "Exhibit A", which is attached
	No Transfer Tax No Consideration	
	with grantees, and successors in i	
state by title in fee simple; that they have eal estate is free and clear of all liens a ovenant to Warrant and Defend the re ated. Each of the undersigned hereby the real estate. Words and phrases	ave good and lawful authority to se and encumbrances except as may eal estate against the lawful claims relinquishes all rights of dower, he herein, including acknowledgment	ell and Convey the real estate; that the be above stated; and grantors of all persons except as may be above omestead and distributive share in and hereof, shall be construed as in the
state by title in fee simple; that they had all estate is free and clear of all liens a covenant to Warrant and Defend the related. Each of the undersigned hereby the real estate. Words and phrases	ave good and lawful authority to se and encumbrances except as may eal estate against the lawful claims relinquishes all rights of dower, he herein, including acknowledgment uline or feminine gender, according	ell and Convey the real estate; that the be above stated; and grantors of all persons except as may be above omestead and distributive share in and hereof, shall be construed as in the g to the context.
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## LEGAL DESCRIPTION

DORIS C. SEE

TO

ANDREW A. ROSS

### FEE TITLE

#### Tract 1:

The North One-half of the Southwest Quarter of the Southwest Quarter (N½ SW¼ SW¼) of Section Thirty-five (35), Township Seventy-five (75) North, Range Twenty-seven (27) West of the 5<sup>th</sup> P.M., Madison County, Iowa

and

## Tract 2:

The North 600 feet of the South 825 feet of the East 800 feet of the Southeast Quarter of the Southeast Quarter (SE¼ SE¼) of Section Thirty-four (34) Township Seventy-five (75) North, Range Twenty-seven (27) West of the 5<sup>th</sup> P.M., Madison County, Iowa

## **EASEMENT**

## Tract A:

A permanent easement for access and the placement of underground utility lines for the benefit of the above described real estate conveyed by fee simple title herein, under, through, and across the following described real estate:

The South 20 feet of the Northwest Quarter of the Southeast Quarter (NW¼ SE¼) of Section Thirty-four (34), Township Seventy-five (75) North, Range Twenty-seven (27) West of the 5<sup>th</sup> P.M., Madison County, Iowa.

This easement area is intended to be adjacent to and immediately North of the partition fence located in or near the Southern boundary of the Northwest Quarter of the Southeast Quarter (NW¼ SE¼) of Section Thirty-four (34), Township Seventy-five (75) North, Range Twenty-seven (27) West of the 5<sup>th</sup> P.M., Madison County, Iowa.

If a future survey or other cause resulted in this partition fence being moved North or South, this easement shall move accordingly, and always be located adjacent to and immediately North of the fence located along the South side of the Northwest Quarter of the Southeast Quarter (NW½ SE½) of said Section Thirty-four (34). In the event there is no fence along the South side of the Northwest Quarter of the Southeast Quarter (NW½ SE½) of said Section Thirty-four (34), the easement shall be located based upon the location of the fence and the original routing as of November 1, 2012.

# Tract B:

A tract 20 feet in width extending from the Eastern boundary of Tract A, in a Southeasterly direction in a reasonably straight line along the ridge top to a point on the North 250 feet of the West boundary of Tract 2.

The titleholder of the access easement may place gravel or other non-polluting hard surfacing materials upon the surface of the access easement. The titleholder of the easement shall be responsible for mowing or otherwise destroying the weeds on the easement area. The titleholder of the easement may install a field entrance and gate at the West end of the easement area.