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LISA SMITH, COUNTY RECORDER MADISON COUNTY IOWA

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## **QUIT CLAIM DEED**

THE IOWA STATE BAR ASSOCIATION
Official Form #106

Recorder's Cover Sheet

**Preparer Information:** (Name, address and phone number)

John E. Casper, 223 East Court Avenue, P.O. Box 67, Winterset, IA 50273-0067

Phone: (515) 462-4912

**Taxpayer Information:** (Name and complete address)

Ross R. Knobloch and Leah Knobloch, 307 N. 14th Avenue, Winterset, IA 50273

Return Document To: (Name and complete address)

John E. Casper, 223 East Court Avenue, P.O. Box 67, Winterset, IA 50273-0067

**Grantors:** 

Knob Farms, LC

**Grantees:** 

Ross R. Knobloch Leah Knobloch

Legal description: See Page 2

Document or instrument number of previously recorded documents: N/A

## **EXHIBIT "A"**

The Grantor hereby grants to itself and John R. Knobloch and Cynthia J. Knobloch, jointly and severally, from the date of this Quit Claim Deed the exclusive and reserved right to reacquire fee simple title ownership without any further consideration of any kind the fifty foot (50') by ninety foot (90') Pole-Construction Barn (hereafter the Barn) and the one-half (½) acre land, more or less, where the Barn is located, which Barn and land is located on and within the above described real estate herein conveyed to the Grantees. In addition to the foregoing, the Grantor hereby grants to itself and John R. Knobloch and Cynthia J. Knobloch, jointly and severally, from the date of this Quit Claim Deed the exclusive and reserved right to a perpetual Twenty foot (20') in width right of way access easement from the County road right of way to the Barn without any further consideration of any kind. These reserved rights shall not include or extend to any other third parties not specifically named above. These reserved rights shall be prior and paramount to any other right, title and interest in or to the reserved property including those granted to third parties by the above Grantees.

During the lifetimes of John R. Knobloch and Cynthia J. Knobloch, the Grantor (and its successors in interest) and the Grantee may mutually agree to sell and purchase respectively the Barn and 1/2 acre land for their appraised value of those assets upon such other terms and conditions as the parties may mutually agree. In addition, the Grantor herein grants Ross R. Knobloch the exclusive right to purchase the above and foregoing reserved rights (i.e., the Barn and ½ acre land) for their appraised value of those assets from the Grantor or the Grantor's successors in interest upon death of John R. Knobloch and Cynthia J. Knobloch. Within ninety (90) days of the death of the survivor of John R. Knobloch and Cynthia J. Knobloch, Ross R. Knobloch (hereafter the Buyer) shall notify the Grantor (or its successor in interest)(the Seller) of their interest in buying the above reserved property. The Buyer shall notify the Seller at the Seller's last known address by ordinary mail of the election to buy the foregoing reserved property at its appraised value. The Seller shall have sixty (60) days from the date of the mailing of the letter to complete this sale transaction according to the foregoing terms. Upon the Buyer's election to purchase as aforesaid, the parties shall execute a binding sales contract upon the reserved property within twenty (20) calendar days of the date of acceptance incorporating all sale terms. The Buyer establishes and initiates the Buyer's opportunity to purchase the reserved property as aforesaid and such right to purchase shall not affect or restrict the testamentary devise of this property; or, the transfers in trust for the benefit of the Buyer or his children; or, to the transfers of the reserved property between the aforenamed Seller or between the John R. Knobloch and Cynthia J. Knobloch and their children, or any of them, whether by gift or otherwise.

The Grantor hereby grants to itself and John R. Knobloch and Cynthia J. Knobloch, jointly and severally, from the date of this Quit Claim Deed the reserved right to a non-exclusive Twenty foot (20') in width right of way access easement from County road right of way at the location of the existing driveway to the Grantor's adjoining real estate property. These reserved rights shall not include or extend to any other third parties not specifically named above. These reserved rights shall be prior and paramount to any other right, title and interest in or to the reserved property including those granted to third parties by the above Grantees.

The Grantor hereby grants to itself and John R. Knobloch and Cynthia J. Knobloch, jointly and severally, from the date of this Quit Claim Deed the exclusive and reserved right to a Twenty foot (20') in width right of way access easement from the Grantor's adjoining real estate property to the Pond located upon the Grantee's real estate herein conveyed. These reserved rights shall not include or extend to any other third parties not specifically named above. These reserved rights shall be prior and paramount to any other right, title and interest in or to the reserved property including those granted to third parties by the above Grantees.



## **QUIT CLAIM DEED**

For the consideration of OneKnob Farms, LC, an Iowa Limited Liability Company,	
Kiloo Farms, EC, an Iowa Ellinted Elability Company,	do horshy
Quit Claim to Ross R. Knobloch and Leah Knobloch, as Joint	do hereby Tenants with Full Rights of Survivorship
and not as Tenants in Common,	all our right, title, interest, estate,
claim and demand in the following described real estate in	MADISON County, lowa:
Parcel "A", located in the Northeast Quarter of the North Township Seventy-five (75) North, Range Twenty-eight (2 Iowa, containing 6.56 acres, as shown in Plat of Survey fi 2015, in the Office of the Recorder of Madison County, Iow	28) West of the 5th P.M., Madison County, led in Book 2015, Page 720 on March 20,
This instrument it without actual consideration and is ex Section 428A.2(21).	cempt from transfer tax under Iowa Code
See Exhibit "A" attached hereto and by this reference inconditions for this title transfer.	corporated herein for additional terms and
Each of the undersigned hereby relinquishes all rights of of to the real estate. Words and phrases herein, including acknow singular or plural number, and as masculine or feminine gender, a	rledgment hereof, shall be construed as in the
John R. Knobloch, Member≥Manager (Grantor) Knob Farms, LC	(Grantor)
(Grantor)	(Grantor)
(Grantor)	(Grantor)
STATE OF IOWA, COUNTY OF MA_ This record was acknowledged before me this day John R. Knobloch as Member-Manager of Knob Farms, LC	