



Document 2015 1730

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Date 6/23/2015 Time 3:55:29PM

Rec Amt \$17.00 Aud Amt \$5.00

INDX

ANNO

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LISA SMITH, COUNTY RECORDER
MADISON COUNTY IOWA

CHEK



**CORRECTIVE
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"
RIGHT OF WAY EASEMENT

The Grantor hereby reserves to itself, its successors and assigns, a perpetual, non-exclusive right of way access easement upon, along and over the real estate legally described as:

A 25.00 foot wide ingress/egress easement across Parcel "A" the centerline of which is described as follows:

Beginning at a point on the East line of Parcel "A" in the Northeast Quarter of the Northeast Quarter of Section 21, Township 75 North, Range 28 West of the 5th P.M., Madison County, Iowa which is 36.22 feet South 00°02'15" East of the Northeast Corner of said Parcel "A"; thence North 90°00'00" West 19.87 feet; thence North 75°57'24" West 71.30 feet; thence North 30°00'05" West 28.55 feet to a point on the North line of Parcel "A" which is the end of the easement,

for the use of this real estate as a private right of way ingress and egress to the Grantor's adjoining real estate. The Grantor and Grantee agree not to fence-in the easement area; the Grantor shall maintain the easement area to ensure erosion control thereon; and otherwise maintain the easement area. The Grantor and Grantee covenant that no act will be permitted within the easement property which is inconsistent with the rights hereby reserved or granted; that no building or structures or other improvements, except partition fencing and culvert-type structures, will be erected or installed upon or along the easement property; and, that the present grade or ground level thereof will not be changed by excavation or filling. This Easement Agreement shall run with the land and bind and inure to the benefit of the legal representatives, heirs, successors and assigns of the parties.

SEWAGE TREATMENT SYSTEM EASEMENT

The Grantor for itself, its successors and assigns, hereby reserves a perpetual right and easement of access to and the use of the private sewage treatment system (hereafter the System) located on the real estate legally described as:

Easement for the area surrounding the sewage treatment system located on Parcel "A" the perimeter of which is described as follows:

Commencing at the Southeast Corner of the Northeast Quarter of the Northeast Quarter of Section 21, Township 75 North, Range 28 West of the 5th P.M., Madison County, Iowa thence North 00°02'15" West 500.00 feet along the East line of said Northeast Quarter of the Northeast Quarter; thence South 90°00'00" West 230.17 feet along a line of Parcel "A"; thence North 00°02'15" West 40.99 feet along a line of Parcel "A" to the Point of Beginning of the easement area; thence North 62°51'54" West 174.93 feet along the easement line; thence North 28°53'32" East 160.67 feet along the easement line to a point on the perimeter of Parcel "A"; thence South 59°21'33" East 61.70 feet along a line of Parcel "A"; thence South 62°54'29" East 27.90 feet along a line of Parcel "A"; thence South 00°02'15" East 176.30 feet to the easement area Point of Beginning.

This easement reservation further includes the perpetual, nonexclusive right to use the System and the perpetual, nonexclusive right to use, repair, and replace the existing equipment, including accessories related thereto, for the System. The Grantor and Grantee covenant that no act will be permitted within the easement property which is inconsistent with the rights hereby reserved or granted; that no building or structures or other improvements, except partition fencing, will be erected or installed upon or along the easement property; and, that the present grade or ground level thereof will not be changed by excavation or filling. This Easement Agreement shall run with the land and bind and inure to the benefit of the legal representatives, heirs, successors and assigns of the parties.