



**BK: 2016 PG: 3705**  
**Recorded: 12/5/2016 at 11:20:09.0 AM**  
**Fee Amount: \$32.00**  
**Revenue Tax: \$263.20**  
**LISA SMITH RECORDER**  
**Madison County, Iowa**



**WARRANTY DEED**  
**(Several Grantors)**  
THE IOWA STATE BAR ASSOCIATION  
Official Form No. 102  
**Recorder's Cover Sheet**

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

John E. Casper, 223 E. Court Avenue, P.O. Box 67, Winterset, IA 50273-0067, Phone: (515) 462-4912

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

Winterset Airport Authority, 3405 N. 8th Avenue, Winterset, IA 50273

**Return Document To:** (Name and complete address)

Adam Doll, 1009 Main Street, Adel, IA 50003

**Grantors:**

Robert M. Casper  
Margaret M. Casper  
John E. Casper  
Lynce D. Casper

**Grantees:**

Winterset Airport Authority

**Legal description:** See Page -2-

**Document or instrument number of previously recorded documents:**

N/A



### WARRANTY DEED (Several Grantors)

For the consideration of One Hundred Sixty-Five Thousand (\$165,000.00)----- Dollar(s)  
and other valuable consideration, Robert M. Casper and Margaret M. Casper, Husband and Wife;  
and, John E. Casper and Lynce D. Casper, Husband and Wife,

\_\_\_\_\_ do hereby Convey to  
Winterset Airport Authority,

\_\_\_\_\_ the following described real estate in Madison

County, Iowa:

For Legal Description see Exhibit "A" attached hereto and by this reference incorporated herein.

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: October 31, 2016

Robert M. Casper  
Robert M. Casper (Grantor)

Margaret M. Casper  
Margaret M. Casper (Grantor)

John E. Casper  
John E. Casper (Grantor)

Lynce D. Casper  
Lynce D. Casper (Grantor)

\_\_\_\_\_  
(Grantor)

\_\_\_\_\_  
(Grantor)

\_\_\_\_\_  
(Grantor)

\_\_\_\_\_  
(Grantor)

STATE OF IOWA, COUNTY OF MADISON

This record was acknowledged before me this 31st day of October, 2016,  
by Robert M. Casper and Margaret M. Casper



J. M. Russell  
Signature of Notary Public

STATE OF FLORIDA, COUNTY OF SUMTER

This record was acknowledged before me this 11 day of October, 2016,  
by John E. Casper and Lynee D. Casper



[Signature]  
Signature of Notary Public

STATE OF \_\_\_\_\_, COUNTY OF \_\_\_\_\_

This record was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_,  
by \_\_\_\_\_

\_\_\_\_\_  
Signature of Notary Public

STATE OF \_\_\_\_\_, COUNTY OF \_\_\_\_\_

This record was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_,  
by \_\_\_\_\_

\_\_\_\_\_  
Signature of Notary Public

STATE OF \_\_\_\_\_, COUNTY OF \_\_\_\_\_

This record was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_,  
by \_\_\_\_\_

\_\_\_\_\_  
Signature of Notary Public

STATE OF \_\_\_\_\_, COUNTY OF \_\_\_\_\_

This record was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_,  
by \_\_\_\_\_

\_\_\_\_\_  
Signature of Notary Public

## EXHIBIT "A"

Parcel "C" and Parcel "M" located in the East Half (1/2) of the Northeast Quarter (1/4) of the Southwest Quarter (1/4) and in the Southeast Quarter (1/4) of Section Twenty-four (24); and also in the Northwest Quarter (1/4) of the Northeast Quarter (1/4) of Section Twenty-five (25), ALL in Township Seventy-six (76) North, Range Twenty-eight (28) West of the 5th P.M., Madison County, Iowa, containing a combined total of 14.86 acres, as shown in Plat of Survey filed in Book 2016, Page 2737 on September 20, 2016, in the Office of the Recorder of Madison County, Iowa.

The Grantor and Grantee agree that paragraphs 20 through 24 of the Purchase Agreement shall survive the Closing of this transaction and shall continue to be binding upon the parties, their successors and assigns as a covenant running with the land. These paragraphs of the Purchase Agreement provide as follows:

20. PARTITION FENCING. The Buyer shall be responsible to install and maintain all partition fencing upon and along the boundaries of the Buyer's real estate.

21. GROWING CROPS. The parties agree the 2016 growing crop on the premises remains the Seller's property and the Seller shall have the right to timely remove this crop.

22. SOIL CONSERVATION PRACTICES. The parties acknowledge that the surface water drainage generally flows from the Airport Authority property upon and over the adjoining property of the Seller; that the surface water drainage has been controlled by the installation of soil conservation practices including tile intake terracing; that these existing practices are to be mutually maintained by the parties to avoid soil erosion on their respective properties arising from this surface water drainage; and, the parties shall participate with the Madison County Soil Conservation District on any modifications to the existing soil conservation practices on their respective land parcels and obtain such approvals, if any, as this Conservation District may require.

23. FARM LEASE-2017 CROP YEAR. In the event the Buyer determines that the land subject to this Contract should be leased for the 2017 crop year, then in that event, the parties agree the Seller has the right to lease back this parcel for cash rents of \$2,925.00 payable in full to the Landlord on April 1, 2017.

24. CATTLE ACCESS TERMS. The parties understand this sales transaction divides the existing farm into two (2) separate parcels. BUYERS shall provide an easement as a temporary access or alley-way to allow SELLERS livestock grazing on both parcels. This area is currently being used by SELLERS for such purposes and is shown on Exhibit "B". BUYERS and SELLERS agree that this area that is currently being used by SELLERS for such cattle access shall be relocated at such time that BUYERS are able to provide an alternate cattle access to SELLERS, at such time as BUYERS can provide such alternate cattle access easement to SELLERS (as shown on Exhibit "C"), then the current easement for cattle access over the real estate as shown on Exhibit "B" shall terminate. The BUYER shall be responsible for the fencing and gates for the alternate cattle access.