

Parcel No. <u>42</u>	County <u>Scott</u>	Project <u>U-185(7)</u>
11957		
WARRANTY DEED		
Elaine M. Swartz and husband		
TO STATE OF IOWA		
Filed for Record on the <u>20th</u> day of <u>September</u> A.D. 19 <u>63</u> at <u>11:00</u> o'clock A.M. and Recorded in Book <u>273</u> Page <u>102</u>		
By <u>Elaine M. Swartz</u> Recorder		
Recording Fee <u>\$3.00</u> Paid <u>Deputy</u>		
Transfer Fee <u>\$2.50</u>		

## WARRANTY DEED

Know All Men by These Presents:

That Elaine M. Swartz and Russell H. Swartz, her husband

of Scott County, State of Iowa, in consideration of the sum of  
One Thousand Three Hundred and No/100 (\$1,300.00) DOLLARS

in hand paid by Iowa State Highway Commission, do hereby sell and convey unto the STATE OF IOWA,  
the following described premises situated in the County of Scott, State of Iowa, to-wit:

Two parcels of land located in the NW $\frac{1}{4}$ SE $\frac{1}{4}$  of Section 18, T78N, R4E of the 5th P.M.,  
Scott County, Iowa, one parcel lying on the north side of the following described  
survey centerline of Primary Road No. U.S. 6 and the other parcel lying on the east  
side of part of the following described centerline of Jersey Ridge Road as shown  
on Official Plans for Project U-185(7).

The survey centerline of Primary Road No. U.S. 6, Kimberly Road, designated by  
station points 100 ft. apart, numbered consecutively from west to east, is described  
as follows: Beginning at Sta. 263+68.1, a point 1388.7 ft. north of the S $\frac{1}{4}$  corner  
of said Section 18, on the west line of the SE $\frac{1}{4}$  thereof, thence S89° 48' E. 908.7  
ft. to Sta. 272+76.8.

The centerline of Jersey Ridge Road, designated by station points 100 ft. apart,  
numbered consecutively from south to north, is described as follows: Beginning  
at Sta. 0+00, a point on the survey centerline of Primary Road No. U.S. 6, located  
at Sta. 263+68.1, thence north 350 ft. to Sta. 3+50.

Said parcels are described as follows: (1) Bounded on the east by the east property  
line through Sta. 271+98.1 (Primary Road No. U.S. 6), on the south by the survey  
centerline of Primary Road No. U.S. 6, on the west by the west property line through  
Sta. 269+12.7, on the north by a line beginning at a point 120 ft. normally distant  
northerly from said centerline of No. U.S. 6 and on said west boundary, thence to a  
point 130 ft. normally distant northerly from Sta. 269+50, thence to a point 170 ft.  
normally distant northerly from Sta. 270+35, thence to a point 170 ft. normally  
distant northerly from Sta. 271+10, thence to a point 150 ft. normally distant  
northerly from centerline of No. U.S. 6 and on said east boundary. Said parcel  
contains 0.64 acres, more or less exclusive of present established road. (2) Bounded  
on the west by the east right of way line of Jersey Ridge Road, on the south by the  
south property line through Sta. 2+33.4 (Jersey Ridge Road), on the north by a line  
normal to centerline through Sta. 3+00, and on the east by a line beginning at a  
point 55 ft. normally distant easterly from centerline and on the said south  
boundary, thence to a point 40 ft. normally distant easterly from said Sta. 3+00.  
Said parcel contains 0.03 acres.

Note: The west line of the SE $\frac{1}{4}$  of said Section 18 is assumed to bear due north  
and south.

Grantor hereby relinquishes all rights of direct access between Primary Road No.  
U.S. 6 and grantor's remaining property adjacent thereto, excepting and reserving  
to the grantor a residential entrance at Sta. 269+50, north side. This covenant  
shall run with the title to the land and shall be binding on the grantor, his heirs,  
successors and assigns.



And the grantors do hereby covenant with the said STATE OF IOWA that said grantors are lawfully seized of said premises; that they have good and lawful authority to sell and convey the same; that said premises are free and clear of all liens and encumbrances whatsoever; and said grantors covenant to warrant and defend the title to said premises against the lawful claims of all persons whomsoever, and each of the undersigned hereby relinquishes all rights of dower, homestead and distributive share in and to the above described premises.

Words and phrases herein, including acknowledgment hereof, shall be construed as in the singular or plural number, and as feminine or masculine gender, according to the context.

Signed this 27<sup>th</sup> day of July, A.D. 1963  
Elaine M. Swartz  
 Elaine M. Swartz  
Russell H. Swartz  
 Russell H. Swartz

STATE OF IOWA Scott County  
 On this 27<sup>th</sup> day of July, A.D. 1963, before me, John E. Nagle,  
 a Notary Public in and for Scott County, State of Iowa, personally  
 appeared Elaine M. Swartz and Russell H. Swartz,  
her husband  
 to me known to be the persons named in and who executed the foregoing instrument, and acknowledged  
 that they executed the same as their voluntary act and deed.

John E. Nagle  
 Notary Public in and for Said County.  
John E. Nagle

Instructions: If there be any encumbrances, fill out blank waivers Forms 478 A or B