

JAMES A. THOMAS
ATTORNEY AT LAW
10 NORTH WALNUT
GLENWOOD, IOWA 51534
TELEPHONE (712) 527-4877
FAX (712) 527-4878

INDEXED
RECORDED
COMPARSED
COPIED

ELIOT THOMAS (1909-1975)
JAMES A. THOMAS

EMERSON OFFICE
306 MANCHESTER
EMERSON, IOWA 51533
(712) 524-7200

December 9, 1991

Mills County Auditor
Mills County Courthouse
Glenwood, Iowa 51534

Dear Auditor:

L-1555
FILED
AT 4:22 P.M.

DEC 26 1991

IN BOOK 185 OF PAGE 441
RECORDED BY MYRNA WICHMAN:GAL

*Plot - in
Cabinet A -
Slide 149*

Ac. 458

I have examined an Abstract of Title in one (1) part, certified to by the Mills County Abstract Company from the government entry down to the 26th day of November, 1991, at 8:00 a.m. Said abstract contains 37 entries and deals with the title to the following described real estate, to wit:

All that part of the Southeast Quarter of the Northwest Quarter (SE 1/4 NW 1/4) lying East of the County Road, located in Section Eight (8), Township Seventy-three (73) North, Range Forty-three (43) West of the Fifth Principal Meridian, Mills County, Iowa, more fully described as follows:

Commencing at the Southeast corner of said SE 1/4 NW 1/4 and the Point of Beginning; thence N 01°01'24" W along the East line of said SE 1/4 NW 1/4 a distance of 1432.69 feet to the Northeast corner of said SE 1/4 NW 1/4; thence S 89°14'25" W along the North line of said SE 1/4 NW 1/4 a distance of 77.74 feet to the centerline of a County Road; thence S 13°40'11" W along said centerline a distance of 265.30 feet; thence S 11°41'27" W along said centerline a distance of 339.75 feet; thence S 7°35'18" W along said centerline a distance of 686.19 feet; thence S 5°06'29" W along said centerline a distance of 162.51 feet to the South line of said SE 1/4 NW 1/4; thence N 89°49'01" E along said South line a distance of 339.94 feet to the Point of Beginning, EXCEPT that part of said SE 1/4 NW 1/4 conveyed by a certain Warranty Deed recorded at Book 73, Page 471 of Land Deed Records, Mills County Recorder's Office. Tract contains 7.04 acres, more or less, including presently established County Road right of way (1.01 acres), and excluding said EXCEPTED tract (0.48 acres); and is subject to easements of record.

Note: The East line of the NW 1/4 of said Section 8 is assumed to bear N 01°01'24" W for this description.

Ac. 458

441

185-441

Based upon my examination of the abstract, I am of the opinion that title to said property is in the proprietors, RANDERS STRAND, JR., DONNA STRAND, BENJAMIN F. HUNTER and SUSAN KAY HUNTER, subject to the following:

I. I have neglected to include utility easements as an encumbrance or a proprietor in accordance with Chapter 409.9 of The Code, 1991.

II. Entry 28 shows an easement to Aerial James Pratt and Julie Lynn Pratt for ingress and egress.

III. Entry 31 shows an easement agreement which may infringe on the above described property. I attach a copy of that agreement for review.

IV. Since the following cannot be determined by examination of the abstract, your attention is called to the fact that you are required to take notice of the rights of all persons in possession of the real estate, other than the titleholder of record; any facts that would be disclosed by a survey; the right to file mechanics' liens against the premises for labor or materials furnished in connection with improvements thereon within 90 days from the furnishing of the last item; and rights of access to and from highways and streets which may be designated as "controlled access facilities" by state or city authorities. This examination is based upon the Abstract of Title and the Certificate of the Abstracter that the abstract contains everything in the public records of Mills County, Iowa. This examiner cannot and does not certify as to any proceedings of record in any other county, including the Bankruptcy Court in Des Moines, Iowa.

Subject to the foregoing, we find marketable title in the proprietors.

Very truly yours,

THOMAS LAW OFFICE

By: *James D. Shorn*

JAT:jr
Attachment

NOTE: The Abstract of Title is being retained in the Thomas Law Office at this time.

442

Elmer A. Schroeder and Lucille A. Schroeder, parties of the first part,

to

Harold E. Gefroh and Del Gefroh, parties of the second part.

Agreement.

Dated (No date given),
Acknowledged July 8th, 1987,
and July 28th, 1987.
Filed July 28th, 1987.
Recorded in Book 161,
Pages 854-856,
Miscellaneous Records.

WHEREAS, Elmer A. Schroeder and Lucille A. Schroeder are the owners of the following described real estate, to-wit: Commencing at the center point of Section 8, Township 73 North, Range 43 West of the 5th P.M. in Mills County, Iowa, thence westerly and along the east-west quarter line of said Section 8 to a point on the centerline of Mills County Road #L-31, as now designated; thence southerly along the said centerline of the said county road a distance of 1200 feet, more or less, to the southerly line of an existing driveway which is the Point of Beginning; thence easterly along the southerly line of said existing driveway a distance of 300 feet, more or less, to a point; thence northerly (at a right angle) distant 40 feet, more or less, to a point; thence westerly (at a right angle) distant 300 feet, more or less, to a point on the centerline of said county road; thence southerly along the centerline of said county road distant 40 feet, more or less, to the point of beginning, and

WHEREAS, first parties entered into an easement agreement on January 4, 1979 which is recorded in Book 124, Page 445, Miscellaneous Records, in Mills County, Iowa, and

WHEREAS, Harold E. Gefroh and Del Gefroh have entered into a contract of purchase of the following described real estate to-wit:

West one-half of the Northeast Quarter of the Southeast Quarter ($W\frac{1}{2} NE\frac{1}{4} SE\frac{1}{4}$) and the Northwest Quarter of the Southeast Quarter ($NW\frac{1}{4} SE\frac{1}{4}$) and the North one-half of the Southwest Quarter of the Southeast Quarter ($N\frac{1}{2} SW\frac{1}{4} SE\frac{1}{4}$) and the West one-half of the Southeast Quarter of the Southeast Quarter ($W\frac{1}{2} SE\frac{1}{4} SE\frac{1}{4}$) all in Section Eight (8), Township Seventy-three (73), Range Forty-three (43) West of the 5th P.M., Mills County, Iowa, consisting of One Hundred (100) acres more or less; and

WHEREAS, the second parties have obtained the rights granted to their predecessor in interest - Hulac, Inc. - in the easement agreement dated January 4, 1979 and recorded in Book 124, Page 445, Miscellaneous Records, in Mills County, Iowa; and

WHEREAS, the second parties are desirous of obtaining an easement for all utilities over the property owned by the first parties for the benefit of the above described property that is being purchased by the second parties; and

WHEREAS, both parties are also desirous of establishing restrictive covenants that regulate the orderly and restrictive development of the land being purchased by the second parties.

(Over)

1. It is understood that no part shall be used for a public or private landfill, garbage disposal area, junk yard area, chemical plant or hog confinement facility.
2. It is understood that no owner shall do or suffer thereon anything which shall be a nuisance to the parties of the first part, their heirs or assigns or to any other persons owning or occupying any of the above described real estate.
3. These covenants are to run with the land and shall be binding on all parties claiming under these until January 1, 2000, at which time said covenants shall be automatically extended for successive periods of ten (10) years unless, by a vote of the majority of the then owners of the area, it is agreed to change said covenants in whole or in part.

In consideration of the drafting and execution of the covenants, the parties of the first part do hereby grant and convey unto the parties of the second part, their heirs and assigns:

1. An easement under the same terms and conditions as those listed in the easement dated January 4, 1979 and recorded in Book 144, Page 445 of the Miscellaneous Records, Mills County, Iowa; and
2. A permanent easement and use rights to construct, maintain and operate utility lines and other necessary equipment (including but not limited to lines for water, sewer, electricity, gas, telephone and cable t.v. utilities) upon, over, along, across and under the property owned by the first parties, together with the right to enter upon said real estate for the purpose of constructing, maintaining or removing said lines, and the right to trim or remove, with reasonable care, such trees as may interfere with the proper maintenance or operation thereof. The first parties agree that they will not construct or place any buildings, structures, plants or other objects on the property owned by the first parties which would result in a violation of the minimum clearance requirements of the National Electric Safety Code or would interfere with the rights granted herein. The respective utility companies will repair or pay for any damage which may be caused by the construction, maintenance, operation or removal of said utility lines to crops, fences or other property owned by the first parties. This easement shall be binding upon the heirs, successors, and assigns of both parties and shall continue until cancelled by mutual consent, or the removal and abandonment of said utility lines.

s/
OF THE FIRST PART

PART

s/ Elmer A. Schroeder. Lucille A. Schroeder. PARTIES
s/ Harold E. Gefroh. Del Gefroh. PARTIES OF THE SECOND

IOWA

144

HULAC, INCORPORATED,

to

The Public.

Transfer of Rights.
Dated July 10th, 1987.
Filed August 21st, 1987.
Recorded in Book 162, Page 245,
Miscellaneous Records.

Hulac, Inc. hereby grants and transfers unto Harry C. Sorenson and Betty R. Sorenson, Husband and Wife, and Jerry Sorenson all rights and interest in easement agreement dated November 12, 1976, between Elmer A. Schroeder and wife Lucille A. Schroeder and Hulac, Inc. This transfer of rights is made in consideration of agreements made in a Warranty Deed dated June 11, 1984 and recorded in Mills County, State of Iowa on June 15, 1984.

s/ HULAC, INCORPORATED
By Edward V. Hulac, President.

MILLS COUNTY IOWA
TRACT COMPANY INCORPORATED 1936 CLEWOOD IOWA

STATE OF IOWA)
) SS:
COUNTY OF MILLS)

RE:

All that part of the Southeast Quarter of the Northwest Quarter (SE 1/4 NW 1/4) lying East of the County Road, located in Section Eight (8), Township Seventy-three (73) North, Range Forty-three (43) West of the Fifth Principal Meridian, Mills County, Iowa, more fully described as follows:

Commencing at the Southeast corner of said SE 1/4 NW 1/4 and the Point of Beginning; thence N 01°01'24" W along the East line of said SE 1/4 NW 1/4 a distance of 1432.69 feet to the Northeast corner of said SE 1/4 NW 1/4; thence S 89°14'25" W along the North line of said SE 1/4 NW 1/4 a distance of 77.74 feet to the centerline of a County Road; thence S 13°40'11" W along said centerline a distance of 265.30 feet; thence S 11°41'27" W along said centerline a distance of 339.75 feet; thence S 7°35'18" W along said centerline a distance of 686.19 feet; thence S 5°06'29" W along said centerline a distance of 162.51 feet to the South line of said SE 1/4 NW 1/4; thence N 89°49'01" E along said South line a distance of 339.94 feet to the Point of Beginning, EXCEPT that part of said SE 1/4 NW 1/4 conveyed by a certain Warranty Deed recorded at Book 73, Page 471 of Land Deed Records, Mills County Recorder's Office. Tract contains 7.04 acres, more or less, including presently established County Road right of way (1.01 acres), and excluding said EXCEPTED tract (0.48 acres); and is subject to easements of record.

Note: The East line of the NW 1/4 of said Section 8 is assumed to bear N 01°01'24" W for this description.

COMES NOW Lesta Kahl and states while under oath that I am the duly elected and qualified Treasurer of Mills County, Iowa, and I have examined the records in respect to the above described real estate which is in Mills County and find the above described property free from taxes.

Dated this 10th day of December, 1991.

Lesta Kahl
Lesta Kahl,
Mills County Treasurer

446

I, Lesta Kahl, being first duly sworn on oath, depose and state that I am the Treasurer for Mills County, Iowa; that I have read the statements and allegations contained in the foregoing Statement and that they are true and correct according to the best of my knowledge and belief.

Lesta Kahl
Lesta Kahl

Subscribed and sworn to before me by Lesta Kahl on this 10th day of December, 1991.

Nancy M. Clayton
NOTARY PUBLIC IN AND FOR
SAID COUNTY AND STATE



447