



Document 2022 1301

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Date 5/03/2022 Time 2:01:34PM
Rec Amt \$27.00 Aud Amt \$5.00
Rev Transfer Tax \$959.20
Rev Stamp# 155 DOV# 149
LISA SMITH, COUNTY RECORDER
MADISON COUNTY IOWA

INDX
ANNO
SCAN
CHEK

\$600,000

✓ **Return To:** Roaming Hills, LLC, 640 56th Street, Des Moines, Iowa 50312
Taxpayer: Roaming Hills, LLC, 640 56th Street, Des Moines, Iowa 50312
Preparer: Jerrold B. Oliver, 101 1/2 W. Jefferson, Winterset, IA 50273, Phone: 515-462-3731



TRUSTEE WARRANTY DEED

For the consideration of Six Hundred Thousand Dollar(s) and other valuable consideration, Luann M. Overton and Farmers & Merchants State Bank as trustees of the Luann M. Overton Revocable and the Donald J. Overton Revocable Trust, do hereby Convey to Roaming Hills, LLC, the following described real estate in Madison County, Iowa:

See Description Attached and marked Exhibit "A".

The grantor hereby covenants with grantees, and successors in interest, that grantor holds the real estate by title in fee simple; that grantor has 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 grantor covenants to warrant and defend the real estate against the lawful claims of all persons, except as may be above stated.

The grantor further warrants to the grantees all of the following: That the trust pursuant to which the transfer is made is duly executed and in existence; that to the knowledge of the grantor the person creating the trust was under no disability or infirmity at the time the trust was created; that the transfer by the trustee to the grantees is effective and rightful; and that the trustee knows of no facts or legal claims which might impair the validity of the trust or the validity of the transfer.

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

Dated: May 2, 2022.

This deed is subject to a right of First Refusal, which is attached hereto.

Luann M. Overton, Trustee
Luann M. Overton, Trustee

Farmers & Merchants State Bank, Trustee
By Ross S. Rethmeier, Trust Officer

Trustees of the Luann M. Overton Trust

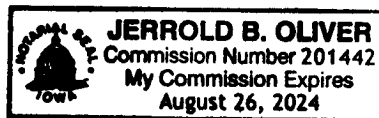
Luann M. Overton, Trustee
Luann M. Overton, Trustee

Farmers & Merchants State Bank, Trustee
By Ross S. Rethmeier, Trust Officer

Trustees of the Donald J. Overton Revocable Trust

STATE OF IOWA, COUNTY OF Madison

This record was acknowledged before me on May 2, 2022 by
Luann M. Overton as Trustee of the Luann M. Overton Revocable and as Trustee of the Donald
J. Overton Revocable Trust.

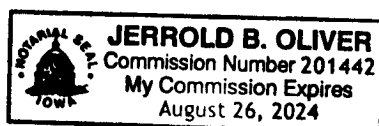


Jerrold B. Oliver
Signature of Notary Public

STATE OF IOWA, COUNTY OF Madison

This record was acknowledged before me on May 2, 2022 by
Ross S. Rethmeier Trustee Officer of Trustee of the Luann M. Overton Revocable and
as Trustee of the Donald J. Overton Revocable Trust.

Jerrold B. Oliver
Signature of Notary Public



Overton Trusts to Roaming Hills, LLC
Exhibit "A"

The West Three-fourths (3/4) of the North Half (1/2) of the Northeast Quarter (1/4) of Section Twenty-four (24), Township Seventy-five (75) North, Range Twenty-six (26) West of the 5th P.M., Madison County, Iowa, EXCEPT that portion thereof lying North of the public highway as it crosses said tract; AND EXCEPT that portion thereof heretofore conveyed to the City of St. Charles, Iowa, by Warranty Deed recorded in Book 106, Page 169 in the Office of the Recorder of Madison County, Iowa; AND EXCEPT Parcel "A" located therein, containing 3.674 acres, as shown in Plat of Survey filed in Book 2, Page 578 on June 13, 1995 in the Office of the Recorder of Madison County, Iowa.

RIGHT OF FIRST REFUSAL

1. Sellers grant to Buyer a right of first refusal for the purchase of the real property more particularly described in the attached Exhibit B (the Property). If Sellers desire to sell the property, they shall give Buyer notice containing the terms and conditions upon which Sellers are willing to sell the property. Buyer shall have the right for 20 days after the receipt of such notice to enter into a contract for the sale of the Property by Sellers to Buyer for the same price and on the same terms as contained in said notice to Buyer. If Buyer fails to enter into such contract with Sellers within the time herein specified, Sellers shall be at liberty to enter into a contract for the sale of the Property with a third party at the same price and on the same terms as contained in the notice sent to Buyer.
2. This right of first refusal shall continue in effect until the conveyance of the Property to Buyer or to a third party pursuant to the right of first refusal described above. If the Property is not conveyed to Buyer or to a third party pursuant to the right of first refusal described above, the right of first refusal shall terminate. This right of first refusal shall also terminate on April 1, 2032.
3. Notwithstanding anything to the contrary contained in this agreement, Sellers shall have the right during the term of this right of first refusal to mortgage or otherwise encumber the Property and to grant leases for all or parts of the property, as Sellers see fit.

Exhibit "B"

The East Half (E½) of the Northwest Quarter (NW¼) of
Section Nineteen (19), Township Seventy-five (75) North,
Range Twenty-five (25), Warren County, Iowa, except for
land previously conveyed to the State of Iowa for highway
purposes.