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This Document Prepared By: Security Abstract & Title Co., Inc. 114 N. 1st Ave., Winterset, Iowa 50273 Telephone 515-462-1075  
RECORDER  
MADISON COUNTY, IOWA

EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

Larry H. Kirkland Sr. and Linda J. Kirkland, hereinafter referred to as GRANTORS, in consideration of One Dollar and Other Valuable Consideration, hereby grant and convey unto Warren Water, Inc., hereinafter referred to as GRANTEE, its successors and assigns, a perpetual easement with the right to erect, construct, install, lay and thereafter use, operate, inspect, repair, maintain, replace and remove waterlines and appurtenances thereto, over, across and through the land of the GRANTORS situated in Madison County, Iowa, being more specifically described as follows:

A parcel of land described as commencing at the Southwest corner of the Northeast Quarter (1/4) of Section Eight (8), in Township Seventy-five (75) North, Range Twenty-seven (27) West of the 5th P.M., Madison County, Iowa, thence South 89°47' East 1,094.07 feet along the South line of said Northeast Quarter (1/4) to centerline of a county road, thence North 13°20' West 272.46 feet to point of beginning, thence North 13°20' West 209.66 feet, thence Northwesterly 208.57 feet along a 818.60 foot radius curve concave Southwesterly having a 208.03 feet long chord bearing North 20°38' West, thence South 62°04' West 170 feet, thence South 8°50' West 170.13 feet, thence South 13°13' East 279.30 feet, thence North 62°41' East 263.50 feet to the point of beginning, containing 2.3228 Acres including 0.9595 Acres of county road right-of-way

and locally known as: 2346 St. Charles Rd together with the right of ingress and egress over the adjacent lands of the GRANTORS, their successors and assigns, for the purposes of this easement.

The Easement shall be 32 feet in width, the centerline of which shall be the water pipeline and the necessary appurtenances thereto.

It is agreed that, during the period of initial construction, no crop damage will be paid by the GRANTEE. The GRANTEE, its successors and assigns, hereby promise to maintain such water pipeline and any necessary appurtenances in good repair so that damage to adjacent real estate of GRANTORS, if any damage there be, will be kept to a minimum.

The grant and other provisions of this easement shall constitute a covenant running with the land for the benefit of the GRANTEE, its successors and assigns.

IN WITNESS WHEREOF, the GRANTORS have executed this instrument this 18<sup>th</sup> day of April, 1998.

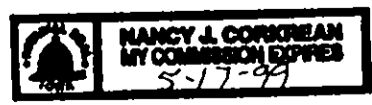
Larry H. Kirkland Sr.  
Larry H. Kirkland, Sr.

Linda J. Kirkland  
Linda J. Kirkland

M5-2008

STATE OF IOWA, MADISON COUNTY, ss:

On this 18<sup>th</sup> day of April, 1998, before me the undersigned, a notary public in and for the State of Iowa appeared to me Larry H. Kirkland, Sr. and Linda J. Kirkland known to be the identical persons named in and who executed the within and foregoing instrument, and acknowledged that they executed the same as their voluntary act and deed.



Nancy J. Constream  
Notary Public