

REC \$ 10.<sup>00</sup>  
AUD \$ \_\_\_\_\_  
R.M.F. \$ 1.<sup>00</sup>

FILED NO 2075

BOOK 138 PAGE 264

97 DEC -1 PM 1:00

EASEMENT COMPUTER   
RECORDED   
COMPARED

W. BELLE UPTON  
RECORDER  
L. THOMAS

KIRKLAND FARMS PARTNERSHIP, hereinafter called "Grantor", in consideration of the sum of one dollar (\$1 00) and other valuable consideration, do hereby grant to JONATHAN TRACY, hereinafter called "Grantee", and to his successors and assigns, owner of the following described real estate

**Parcel "A" located in the Northwest Quarter (NW¼) of the Northwest Quarter (NW¼) of Section Twenty-four (24), Township Seventy-four (74) North, Range Twenty-nine (29) West of the 5th P.M., Madison County, Iowa, more particularly described as follows. Beginning at the Northwest corner of Section Twenty-four (24), Township Seventy-four (74) North, Range Twenty-nine (29) West of the 5th P.M., Madison County, Iowa; thence South 89°17'08" East along the North line of the Northwest Quarter (NW¼) of said Section Twenty-four (24), 300.00 feet; thence South 0°00'00" West 682.27 feet; thence North 89°17'08" West 300.00 feet to a point on the west line of the Northwest Quarter (NW¼) of said Section Twenty-four (24); thence North 00°00'00" East along the West line of the Northwest Quarter (NW¼) of said Section Twenty-four (24), 682.27 feet to the point of beginning. Said parcel contains 4.698 acres, including 0.636 acres of county road right-of-way,**

the perpetual right easement over, under and across the following described real estate in Madison County, Iowa

**Part of the Northwest Quarter (¼) of the Northwest Quarter (¼) of Section Twenty-four (24), Township Seventy-four (74) North, Range Twenty-nine (29) West of the 5th P.M., lying East of the above described real estate,**

together with the right of ingress and egress over and across said easement area for the purpose of constructing, repairing, and maintaining a septic tank drain line upon, under and across said easement area


Grantee shall be responsible for all repairs and maintenance to said drain line. In the event the maintenance or repair of such drain line causes damage to Grantors' crops, Grantee shall pay Grantors' damages

The Grantors warrant and covenant to Grantee that they are the owners of the real estate upon which said easement area is situated, that they have full right and authority to validly grant this easement, and Grantee may quietly enjoy his real estate in the premises

Grantors covenant that no act will be permitted within the easement area which is inconsistent with the rights hereby granted and no building or structures will be erected upon said easement area, and that the present grade or ground level thereof will not be changed by excavation or filling. This easement shall run with the land and bind and inure to the benefit of the heirs, successors, and assigns of the parties

Dated this 28 day of November, 1997

KIRKLAND FARMS PARTNERSHIP

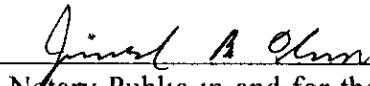
  
George D. Kirkland, Partner

STATE OF IOWA

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MADISON COUNTY

On this 28 day of November, 1997, before me, the undersigned, a Notary Public in and for the said State, personally appeared George D. Kirkland, to me personally known, who being by me duly sworn, did say that the person is one of the partners of Kirkland Farms Partnership, a partnership, and that the instrument was signed on behalf of the partnership by authority of the partners, and the partner acknowledged the execution of the instrument to be the voluntary act and deed of the partnership by it and by the partner voluntarily executed

  
Notary Public in and for the State of Iowa

