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LISA SMITH, COUNTY RECORDER  
MADISON COUNTY IOWA

Prepared by: David D. Nelson, 213 N. Ankeny Blvd., Ankeny, IA 50023 515-964-3633

Return to: David D. Nelson, 213 N. Ankeny Blvd., Ankeny, IA 50023

PRIVATE WATER PIPELINE EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT (the "Agreement") is entered into this 1<sup>st</sup> day of November 2012, by and between, Heartland Co-op, an Iowa corporation ("Grantor") and QHC Management, LLC, an Iowa limited liability company d/b/a Winterset Care Center North ("Grantee").

1. Grant of Easement(s).

Grantor, in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby sell, grant, and convey to Grantee, a perpetual water pipeline right-of-way easement for water pipeline purposes, over, under, through and across the following described real estate: (hereinafter referred to as the "Easement Area"):

The South 15 feet of Lot 2 of the Replat of Lot 5, Mandolfo Addition, Plat No. 1, City of Winterset, Madison County, Iowa.

2. Use and Purpose of Easement(s).

The easement granted herein is for the purpose of installing and maintaining a water pipeline and the necessary appurtenances thereto, and to permit and allow the Grantee to enter upon, over, under, through, and across into said Easement Area, and to install, replace and repair and to forever maintain said water pipeline whenever necessary within the Easement Area.

3. Right of Access. Grantee shall have the right of access to the Easement Area from and have all rights of ingress and egress reasonably necessary for the use and enjoyment of the Easement Area. Grantor will not erect any obstructions within the Easement Area that would unduly interfere with Grantee's use of the easement granted herein.

4. Property to be Restored. Upon completion of any construction, reconstruction, repair, or maintenance of any improvements in any Easement Area, the Grantee shall restore the Easement Area in good and workmanlike manner to a condition comparable to its condition before construction, reconstruction or alteration

5. Hold Harmless. The Grantee agrees to indemnify and hold harmless the Grantor, its successors and/or assigns from and against any and all claims or demands for liability, loss, damage, costs, expenses, or attorney's fees of any kind for actions or omissions of the Grantee arising out of or in connection with any undertaking arising out of or otherwise related to this Agreement.

6. Running of Benefits and Burdens.

All provisions of this Agreement, including benefits and burdens, run with the land and are binding upon and inure to the heirs, assigns, successors, tenants and personal representatives of the parties hereto.

7. Jurisdiction and Venue. The parties agree that the District Court in and for the State of Iowa, shall have exclusive jurisdiction over the subject matter and enforcement of the terms and conditions of this Agreement, and said parties consent to the jurisdiction of the persons and the subject matter being in Madison County, Iowa.

8. Words and Phrases.

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

DATED November 1, 2012

Heartland Co-op, Grantor

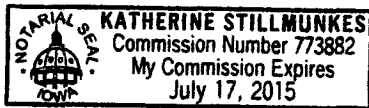
By: Terry Frahm  
Terry Frahm, Executive Vice President Administration

QHC Management, LLC, Grantee

By: Jerry W. Vayna  
Printed Name: Jerry W Vayna  
Title: Member

STATE OF IOWA )  
 )ss:  
COUNTY OF Polk )

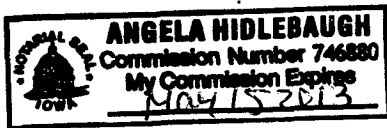
Subscribed and sworn to before me, a Notary Public in and for the State of Iowa, by Terry Frahm as Executive Vice President Administration of Heartland Co-op, Inc. this 1 day of November, 2012.



Katherine Stillmunkes  
\_\_\_\_\_, Notary Public

STATE OF IOWA )  
 )ss:  
COUNTY OF Polk )

Subscribed and sworn to before me, a Notary Public in and for the State of Iowa, by Jerry W. Coyne as Member of QHC Management, LLC, this 1 day of November, 2012.



[Signature]  
\_\_\_\_\_, Notary Public