

EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

K Bar S Ranch Partnership No. 1, Kent E. Klopfenstein, Partner, and Karen A. Klopfenstein, Partner, 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:

An undivided one-half (1/2) interest in the Southwest Fractional Quarter (1/4) and the Southwest Fractional Quarter (1/4) of the Southeast Quarter (1/4) of Section Thirteen (13), in Township Seventy-seven (77) North, Range Twenty-six (26) West of the 5th P.M., Madison County, Iowa, EXCEPT A parcel of land described as beginning at the Southwest corner of Section Thirteen (13), in Township Seventy-seven (77) North, Range Twenty-six (26) West of the 5th P.M., Madison County, Iowa, thence N.0°00' 2,040.0 feet along the W. line of the Southwest Quarter (1/4) of said Section Thirteen (13), thence N.83°25' E. 470.0 feet, thence S. 0°00' 2,040.00 feet, thence S83°25' W. 470.0 to point of beginning, containing 21.866 Acres including 0.424 Acres of county road right of way, and also EXCEPT A parcel of land described as commencing at the Southwest corner of the Southwest Quarter (1/4) of Section Thirteen (13), in Township Seventy-seven (77) North, Range Twenty-six (26), Madison County, Iowa, thence N.83°25'E. 470.0 feet along the centerline of a county road to the point of beginning, thence N.0°00' 530.0 feet, thence N.83°25'E. 413.7 feet, thence S 0°00' 530.0 feet, thence S. 83°25'W. 413.7 feet to point of beginning, containing 5.000 Acres including 0.377 Acres of county road right of way, subject to covenants, conditions, restrictions and easements of record

and locally known as: 130th
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 _____
day of 11-10 2000.

Kent E. Klopfenstein
Kent E. Klopfenstein

Karen A. Klopfenstein
Karen A. Klopfenstein

STATE OF IOWA, COUNTY OF WARREN, ss.

On this 10th day of Nov, 2000, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Kent E. Klopfenstein and Karen A. Klopfenstein, to me personally known, who being by me duly sworn, did say that they are the General Partners of K Bar S Ranch Partnership #1 Partnership, an Iowa general partnership, executing the foregoing instrument, that the instrument was signed on behalf of the general partnership by authority of the general partnership; and the general partners acknowledged the execution of the instrument to be the voluntary act and deed of the general partnership, by it and by the general partners voluntarily executed.



Peggy N. Crabbs

Notary Public in and for said State of Iowa

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2000 DEC 19 AM 11:13

MICKI UTSLER
RECORDER
MADISON COUNTY, IOWA

COMPUTER ✓

RECORDED ✓

COMPARED _____

REC \$ 5.00
AUD \$ _____
R.M.F. \$ 1.00