

STATE OF IOWA County of Carroll	As Inst No. <b>002533</b>
Filed for record on <b>July 29, 2005</b>	
at <b>11:50</b> o'clock <b>A</b> M and recorded in	
Book <b>2005</b> Page <b>2533</b>	
Fee \$ <b>7.00</b>	Marilyn Dopheide Co. Recorder

1 Page

Entered into transfer books and for taxation this  
29 day of July, 2005  
Paul S. Fackel  
Joann Maitre  
 Auditor  
 Deputy

KEITH R. CHURCHILL and KAREN D. CHURCHILL  
 Husband and wife

**GRANTORS**

**PERMANENT EASEMENT**

HOWARD G. DREES and PATRICIA A. DREES,  
 Trustees of the Howard & Patricia Drees, Revocable  
 Trust dated 10/15/03 and their successors as  
 assigns

**GRANTEES**

Prepared by: Barry Bruner, P.O. Box 863, Carroll, IA 51401 (712-792-3480)

The above named Grantors grant and convey unto the Grantees the permanent right, privilege and easement to enter upon, over, along and across the following described real estate:

The South 2 acres, more or less, of Lot 1 of the Drees First Subdivision, a Minor Subdivision of the City of Carroll, Carroll County, Iowa (Easement property)

for the purpose of right of access, ingress and egress upon, over and to the Easement property in order to use, maintain and repair all wells, waterlines and other utilities that may be located on Easement property.

The Grantors warrant and covenant that, they are the owners of the above described land and have full right and authority to grant this Easement.

The Grantors acknowledge payment of \$1.00 and other good and valuable consideration for the granting of this Easement.

This Easement shall be permanent, run with the land and shall be binding upon the Grantors, Grantees and their heirs, successors or assigns.

Keith R. Churchill  
 Keith R. Churchill

Howard G. Drees  
 Howard G. Drees

Karen D. Churchill  
 Karen D. Churchill

Patricia A. Drees  
 Patricia A. Drees

STATE OF IOWA, COUNTY OF CARROLL, ss:

On this 28 day of July, 2005, before me, the undersigned, a Notary Public in and for said State, personally appeared Keith R. Churchill and Karen D. Churchill, husband and wife, to me known to be the identical persons named in and who executed the foregoing instrument and acknowledged that they executed the same as their voluntary act and deed.



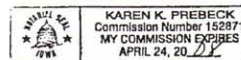
Karen K. Prebeck  
 Notary Public

STATE OF IOWA, COUNTY OF CARROLL, ss

On this 28 day of July, 2005, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Howard G. Drees and Patricia A. Drees, Trustees of the Howard & Patricia Drees Revocable Trust dated 10/15/03 to me known to be the identical persons named in and who executed the foregoing instrument, and acknowledged that the person, as the Trustee, executed the instrument as the voluntary act and deed of the person and of the Trust.

Karen K. Prebeck  
 Notary Public

Y:\Bruner\Janet\Word\lrb\misc-05\drees-easement.docy5



STATE OF IOWA County of Carroll	As Inst No. <u>2007-3226</u> Sept. 21, 2007
Filed for record on _____	
at <u>8:35</u> o'clock <u>A</u> M. and recorded in	
Book <u>2007</u>	Page <u>3226</u>
Fee \$ <u>7.00</u> Marilyn Dopheide Co. Recorder	

1 Page

### L i m i t e d   E a s e m e n t

Prepared for: West Central IA Rural Water Assn, P.O. Box 188, Manning, IA 51455 Jean Hargens 1-888-844-2814

Carroll 84-34-29  
# 1371  
4/24/07

Howard G. Drees and Patricia A. Drees, as Trustees of the Howard and Patricia Drees Revocable Trust  
23440 Highway 30, Carroll IA 51401

Lot 2 of the Drees First Subdivision, a Minor Subdivision of the City of Carroll, Iowa (being a minor subdivision within part of the East Half of the Northwest Quarter (E ½ NW ¼) and the Northeast Quarter of the Southwest Quarter (NE ¼ SW ¼) of Section Twenty-nine (29), Township Eighty-four North (84), Range Thirty-four (34), West of the 5<sup>th</sup> P.M, Carroll County, Iowa.

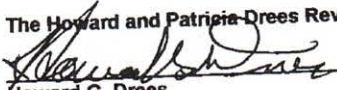
The undersigned, as Owner(s) of record of the real estate described above, for good and valuable consideration received, hereby grant(s), sell(s), transfer(s) and convey(s) to West Central Iowa Rural Water Association (the "Association"), its successors and assigns, an affirmative and perpetual easement in, to, and running with the real estate described above, together with a general and perpetual right of ingress and egress upon such real estate and upon any adjacent lands of Owner(s), LIMITED AS FOLLOWS:

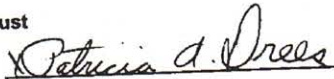
1. This easement is solely for the general purposes of construction and laying and thereafter using, operating, inspecting, maintaining, repairing, replacing or removing water pipeline and any necessary appurtenances thereto over, across and through the real estate described above; and,
2. Once such water pipeline and any necessary appurtenances thereto are installed and operating, then this easement (except the general rights of ingress and egress) shall be automatically reduced in scope to a width of 200 feet, the centerline of which shall be the water pipeline and any necessary appurtenances thereto.
3. If water service is being provided to the property as noted in the above legal description, crop damage payment will be waived.
4. In the case where owner of property and owner of crop are not one and the same, the owner agrees and accepts responsibility for contacting tenant/crop owner regarding construction and to reimburse the tenant/crop owner for crop damage.

During the period of initial construction, crop damage will be paid for by the Association, unless # 3 is enforceable. If crop damage is paid, the payment will be made on growing crop as determined by the construction inspector not to exceed the rate of: corn, \$500 per Acre; beans, \$500 per Acre; hay, \$240 per Acre; oats, \$240 per Acre; pasture, \$80 per Acre. Crop season and condition of crop may deem that payment may be pro-rated. The Association hereby does promise to maintain such water pipeline and any necessary appurtenances in good repair so that damage to adjacent real estate of Owner(s), if any damage there be, will be kept to a minimum. Crop damage incurred during maintenance and repair will be paid at the aforesaid rates.

Consideration less than \$500.

Executed this 3<sup>rd</sup> day of MAY, 2007.

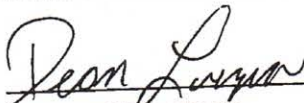
The Howard and Patricia Drees Revocable Trust  
  
Howard G. Drees

  
Patricia A. Drees

STATE OF IOWA  
CARROLL COUNTY SS:

Signed and sworn to (or affirmed) before me on this 3<sup>rd</sup> day of MAY, 2007.

Howard G. Drees and Patricia A. Drees, as trustees of the Howard and Patricia Drees Revocable Trust.

  
Signature of Notary Public  
Notary Public in and for said County and State

