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REC \$ 5<sup>00</sup>  
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R.M.F. \$ 1<sup>00</sup>

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MICKI UTSLER  
RECORDER  
MADISON COUNTY, IOWA  
Telephone: 515-462-1691

This Document Prepared By: Security Abstract & Title Co, Inc., 114 N. 1st Ave., Winterset, Iowa 50273

EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

Ronald R. Shaffer and Brenda J. Schaffer,

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 tract of land in the Northeast Quarter of the Northwest Quarter (NE 1/4 NW 1/4) of Section Four (4), Township Seventy-six (76) North of Range Twenty-seven (27) West of the 5th P.M., Madison County, Iowa, described as follows: Commencing at the Northwest corner of the Northeast Quarter (1/4) of the Northwest Quarter (1/4) of Section 4, Township 76, Range 27, thence 700 feet East to the point of beginning, thence West 700 feet to the Northwest corner of said quarter section, thence South along the West line of said quarter section 550 feet, thence Northeasterly to a point that is 700 feet Northeasterly from last described point and 440 feet Southwesterly from point of beginning, thence Northeasterly 440 feet to the point of beginning,

2432-160<sup>th</sup>

and locally known as: \_\_\_\_\_ 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 29<sup>th</sup> day of January, 192001.

Ronald R. Shaffer  
Ronald R. Shaffer

Brenda J. Schaffer  
Brenda J. Schaffer

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STATE OF IOWA, MADISON COUNTY, ss:

On this 29<sup>th</sup> day of January, 2001, before me the undersigned, a notary public in and for the State of Iowa appeared to me Ronald R. Shaffer, Brenda J. Schaffer 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.

Barbara G. Morris  
Notary Public

