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

MICKI UTSLER  
RECORDER

This Document Prepared By: Security Abstract & Title Co. Inc., 114 N. 1st Ave., Winterset, Iowa 50273 Telephone: 515-432-1691

**EASEMENT**

COMPUTER   
RECORDED   
CONSISTED

KNOW ALL MEN BY THESE PRESENTS:

Allan W. Faidley and Barbara L. Faidley, 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 parcel of land beginning at the Northwest Corner of the Northeast Quarter (1/4) of the Northeast Quarter (1/4) of Section Twenty-five (25), in Township Seventy-seven (77) North, Range Twenty-eight (28) West of the 5th P.M., Madison County, Iowa; thence along the North line of said Section Twenty-five (25) South 88°54'31" East 654.21 feet to the Northeast Corner of the Northwest Quarter (1/4) of the Northeast Quarter (1/4) of the Northeast Quarter (1/4) of said Section Twenty-five (25); thence South 00°15'14" West 332.78 feet; thence North 88°54'31" West 654.90 feet to the West line of said Northwest Quarter (1/4) of the Northeast Quarter (1/4) of the Northeast Quarter (1/4); thence along said West line North 00°22'20" East 332.77 feet to the Point of Beginning; said parcel containing 5.000 acres, including 1.080 acres of Highway right of way,

and locally known as: 1494 Hwy 169  
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 day of March, 192001

Allan W. Faidley  
Allan W. Faidley

Barbara L. Faidley  
Barbara L. Faidley

M6-161

STATE OF IOWA, MADISON COUNTY, ss:

On this 29 day of March, 2001, before me the undersigned, a notary public in and for the State of Iowa appeared to me Allan W. Faidley Barbara L. Faidley 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.



Rosalind Oliver  
Notary Public  
Commission Expires 12/28/02