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R.M.F. \$ 10

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MICKI UTSLER  
RECORDER  
MADISON COUNTY, IOWA

This Document Prepared By: Security Abstract & Title Co. Inc., 114 N. 1st Ave., Winterset, Iowa 50273 Telephone: 515-462-1691

**EASEMENT**

KNOW ALL MEN BY THESE PRESENTS:

Lawrence W. Keller and Ramona J. Keller,

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 in the Southwest Quarter (1/4) of the Northeast Quarter (1/4) of Section Thirteen (13) in Township Seventy-seven (77) North, Range Twenty-seven (27) West of the 5th P.M., Madison County, Iowa, more particularly described as: Commencing at a point 506.76 feet North of the Southwest corner of said Southwest Quarter (1/4) of the Northeast Quarter (1/4); thence South 88 00'00" East 1073.92 feet; thence North 02 00'00" West 304.48 feet; thence West 649.68 feet; thence South 02 00'00" West 220 feet; thence North 88 00'00" West 405.53 feet to the West line of said Northeast Quarter (1/4); thence South 61.13 feet to the point of beginning, containing 5 acres, more or less, including public road, and 4.915 acres, more or less, excluding public road, and reserving therefrom the West 300 feet for an ingress and egress easement

and locally known as: 1238 Badger Creek Rd VM  
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 6<sup>th</sup> day of Feb, 2001.

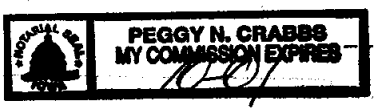
Lawrence W. Keller  
Lawrence W. Keller

Ramona J. Keller  
Ramona J. Keller

M6-2,246

STATE OF IOWA, MADISON COUNTY, ss:

On this 6<sup>th</sup> day of February, 2001, before me the undersigned, a notary public in and for the State of Iowa appeared to me Lawrence W. Keller, Ramona J. Keller 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.



Peggy N. Crabb  
Notary Public