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

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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:

John E. Lazdins

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:

All that part of the West Half of the Southeast Quarter of the Northwest Quarter of Section Two lying North of the Railroad Right-of-Way, and the following described tract of land, to-wit: Commencing at a point 157 2/3 rods South of the Northwest corner of Section Two, running thence North 77 2/3 rods, thence East 80 rods, thence South 49 rods, thence in a Southwesterly directly on a straight line to the place of beginning, in Township 77 North, Range 28, West of the 5th P.M., Madison County, Iowa, AND All that part of the East half of the Southeast Quarter of the Northwest Quarter lying North of the Railroad Right-of-Way in Section Two, Township 77 North, Range 28 West of the 5th P.M., Madison County, Iowa, containing 4.2 acres, more or less,

and locally known as: 1038 Kiowa  
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 27 day of August, 2001

John E. Lazdins  
John E. Lazdins

M6-124

STATE OF IOWA, MADISON COUNTY, ss:

On this 27<sup>th</sup> day of August, 2001 before me the undersigned, a notary public in and for the State of Iowa appeared to me John E. Lazdins

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.

Cheryl L. Vander Linden  
Notary Public

