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

EASEMENT

2001 OCT -8 AM 11:26

NICKI UTSLER
RECORDER
MADISON COUNTY, IOWA

KNOW ALL MEN BY THESE PRESENTS:

David D. Denning and Rebecca J. Denning,

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:

Parcel "F", located in the Northwest Quarter of the Northwest Quarter of Section 15, Township 77 North, Range 26 West of the 5th P. M., Madison County, Iowa, more particularly described as follows: Commencing at the Northwest corner of Section 15, Township 77 North, Range 26 West of the 5th P. M., Madison County, Iowa; thence North 83°56'58" East along the North line of the Northwest Quarter of the Northwest Quarter of said Section 15, 322.00 feet to the Point of Beginning; thence North 83°56'58" East along the North line of the Northwest Quarter of the Northwest Quarter of said Section 15, 330.00 feet; thence South 0°00'00" West, 457.72 feet; thence South 84°23'56" West, 329.74 feet; thence North 00°00'00" East, 455.11 feet to the Point of Beginning. Said Parcel contains 3.438 acres, including 0.250 acres of County Road right-of-way,

and locally known as: 3112-120th
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 7th day of September, 2001.

David D. Denning
David D. Denning

Rebecca J. Denning
Rebecca J. Denning

M6-0442

STATE OF IOWA, MADISON COUNTY, ss:

On this 7th day of September, 2001, before me the undersigned, a notary public in and for the State of Iowa appeared to me David D. Denning and Rebecca J. Denning 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.

Celia M. Wood
Notary Public

