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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: 515-462-1601
Return to: Warren Water, Inc., 1204 E. 2nd St., Indianola, IA 50125 Telephone: 515-962-1200

EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

Russell D. Parker and Carol L. Parker, 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:

Lots One (1) and Seven (7) of the Subdivision of the Southeast Quarter (SE1/4) of Section Nine (9), Township Seventy-six (76) North, Range Twenty-eight (28) West of the 5th P.M., Madison County, Iowa; AND, that part of Lot Two (2) of said subdivision described as follows: Beginning at the Northeast corner of Lot 2; thence on as assumed bearing of South 00 degrees 06 minutes 00 seconds West along the East line of said Lot 2, 457.97 feet; thence South 89 degrees 12 minutes 10 seconds West 579.46 feet; thence North 12 degrees 05 minutes 50 seconds West 466.97 feet to the North line of said Lot 2; thence North 89 degrees 12 minutes 10 seconds East along said North line 678.13 feet to the point of beginning. Said part of Lot Two (2) contains 6.61 acres, more or less.

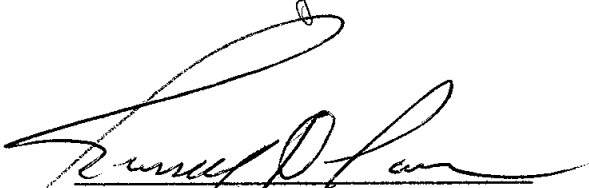
and locally known as: 1881 Green Valley
together with the right of ingress and egress over the adjacent lands of the GRANTORS, their successors and assigns, for the purposes of this easement.

The Easement shall be 32 feet in width, the centerline of which shall be the water pipeline and the necessary appurtenances thereon.

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 July, 2003.


Russell D. Parker


Carol L. Parker

M7-0325

STATE OF IOWA, Madison COUNTY, ss:

On this 7th day of July, 2003, before me the undersigned, a notary public in and for the State of Iowa appeared to me Russell D. Parker & Carol L. Parker 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.


Notary Public



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