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REC \$ 5⁰⁰
AUD \$ 1⁰⁰
R.M.F. \$ 5⁰⁰

COMPUTER ✓
RECORDED ✓
COMPARED ✓

NICKI UTSLER
RECORDER
MADISON COUNTY, IOWA

This Document Prepared By: Security Abstract & Title Co, Inc., 114 N. 1st Ave., Winterset, Iowa 50273 Telephone: 515-462-1699
Return to: Warren Water, Inc., 1204 E. 2nd St., Indianola, IA 50125 Telephone: 515-962-1200

EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

Leroy Gillman and Charlene Gillman, 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 Northeast Quarter of the Northeast Quarter of Section 34, Township 77 North, Range 28 West of the 5th Principal Meridian, Madison County, Iowa, more particularly described as follows: Commencing at the Northeast Corner of Section 34, T77N, R28W of the 5th P.M., Madison County, Iowa; thence, along the East line of the NE, 1/4 of said Section 34, South 00°00'00", 121.08 feet to the point of beginning. Thence continuing along said East line, South 00°00'00" 586.62 feet; thence North 86°25'23" West, 224.41 feet; thence North 00°46'38" East, 96.57 feet; thence North 00°00'00", 489.98 feet; thence South 86°25'23" East, 223.09 feet to the point of beginning. Said parcel of land contains 3.000 Acres including 0.444 Acres of County Road right-of-way.

and locally known as: 1495 Hogback
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 12 day of July, 2003.

Leroy Gillman
Leroy Gillman

Charlene Gillman
Charlene Gillman

M7-0510

STATE OF IOWA, Polk COUNTY, ss:

On this 12 day of July, 2003, before me the undersigned, a notary public in and for the State of Iowa appeared to me Leroy Gillman & Charlene Gillman

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.

Rebecca DeVries
Notary Public

