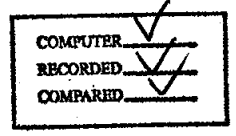


Return To:  
Elgin, Patie & Parber  
106 East Salem  
PO Box 215  
Indianola Iowa 50125

REC \$ 5.00  
AUD \$  
R.M.F. \$ 1.00  
5.00



FILED NO. 5609  
BOOK 2003 PAGE 5609  
2003 SEP 19 AM 11:50

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

### EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

Scott Allsup and Jane Allsup,  
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:

The Northeast Quarter (1/4) of the Northwest Fractional Quarter (1/4) of Section Seven (7), in Township Seventy-six (76) North, Range Twenty-eight (28) West of the 5th P.M., Madison County, Iowa, EXCEPTING THEREFROM Parcel "D" as shown in Plat of Survey filed in Book 3, Page 300 on July 28, 1998 in the Office of the Recorder of Madison County, Iowa, AND EXCEPTING THEREFROM that part of Parcel "F", located in the Northeast Quarter (1/4) of the Northwest Quarter (1/4) of Section Seven (7), Township Seventy-six (76) North, Range Twenty-eight (28) West of the 5th P.M., Madison County, Iowa, as shown in Plat of Survey filed in Book 3, Page 301 on July 28, 1998 in the Office of the Recorder of Madison County, Iowa,

and locally known as: 1679-170<sup>44</sup>  
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 9 day of September, 2003.

Scott Allsup  
Scott Allsup

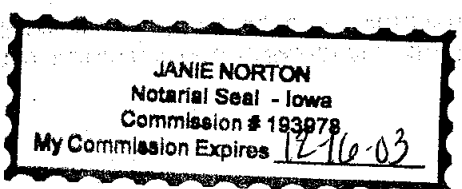
Jane Allsup  
Jane Allsup

M7-0507

STATE OF IOWA, Folk COUNTY, ss:

On this 9th day of September, 2003 before me the undersigned, a notary public in and for the State of Iowa appeared to me Scott Allsup & Jane Allsup

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.



Janie Norton  
Notary Public