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MADISON COUNTY, IOWA

This Document Prepared By: Security Abstract & Title Co, Inc., 114 N. 1st Ave., Winterset, Iowa 50273 Telephone: 515-462-1891
Return to: Warren Water, Inc., 1204 E. 2nd St., Indianola, IA 50125 Telephone: 515-962-1200

EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

Jacqueline K. Shedd and Keith Allan Shedd,
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 located in the Northwest Quarter (1/4) of the Northeast Quarter (1/4) of Section Nine (9), in Township Seventy-six (76) North, Range Twenty-eight (28) West of the 5th P.M., Madison County, Iowa, more particularly described as follows: Beginning at the Northeast Corner of the Northwest Quarter (1/4) of the Northeast Quarter (1/4) of Section Nine (9), in Township Seventy-six (76) North, Range Twenty-eight (28) West of the 5th P.M., Madison County, Iowa, thence along the East line of said Northwest Quarter (1/4) of the Northeast Quarter (1/4), South 00° 00' 00" 1047.49 feet, thence South 89° 11' 21" West 831.79 feet, thence North 00° 00' 00" 1047.49 feet to the North line of said Northwest Quarter (1/4) of the Northeast Quarter (1/4), thence along said North line, North 09° 11' 21" East 831.79 feet to the Point of Beginning, said parcel of land contains 20.000 Acres, including 0.984 Acres of County Road Right of Way,

and locally known as: 1705-16^{8th}
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 4th
day of September, 2003.

Jacqueline K. Shedd
Jacqueline K. Shedd

Keith A Shedd
Keith Allan Shedd

M7-0302

STATE OF IOWA, MADISON COUNTY, ss:

On this 4th day of September, 2003, before me the undersigned, a notary public in and for the State of Iowa appeared to me Jacqueline K. Shedd and Keith Allan Shedd,

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.

 SHEILA L. KIRKLAND
Commission Number 720372
My Commission Expires
7-14-06

Sheila L. Kirkland
Notary Public