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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: 515-462-1691
Return to: Warren Water, Inc., 1204 E. 2nd St., Indianola, IA 50125 Telephone: 515-962-1200

EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

Morris Howell and Barbara Howell, 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 tract of land in the Northwest Quarter (1/4) of the Southeast Quarter (1/4) of Section Thirty-five (35), Township Seventy-seven (77) North, Range Twenty-eight (28) West of the 5th P.M., Madison County, Iowa, more particularly described as follows: Beginning at the Center of said Section Thirty-five (35), thence North 90°00'00" East 312.86 feet along the North line of the Southeast Quarter (1/4) of said Section Thirty-five (35); thence South 00°20'43" West 319.51 feet; thence South 90°00'00" West 226.97 feet; thence South 00°20'43" West 357.68 feet; thence South 90°00'00" West 85.88 feet to the West line of the Northwest Quarter (1/4) of the Southeast Quarter (1/4) of said Section Thirty-five (35); thence along said West line, North 00°20'43" East 677.19 feet to the point of beginning ; said tract of land contains 3.000 Acres, including 0.323 Acres of County Road Right-of-Way,

and locally known as: 9060-157nd
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 26th day of July, 2003.

Morris Howell
Morris Howell

Barbara Howell
Barbara Howell

M7-0503

STATE OF IOWA, Madison COUNTY, ss:

On this 26th day of July, 2003, before me the undersigned, a notary public in and for the State of Iowa appeared to me Morris Howell and Barbara Howell

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.

Karen Hochstetler
Notary Public

