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MADISON COUNTY, IOWA

This Document Prepared By: Security Abstract & Title Co, Inc., 114 N. 1st Ave., Winterset, Iowa 50273 Telephone: 515-462-1691  
Return to: Warren Water, Inc., 1204 E. 2nd St., Indianola, IA 50125 Telephone: 515-962-1200

### EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

George J. Potzner and Julie R. Potzner, 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:

Parcel "B" located in the Southeast Quarter (1/4) of the Northeast Quarter (1/4) of Section (7), Township Seventy-six (76) North, Range Twenty-eight (28) West of the 5th P.M., Madison County, Iowa, more particularly described as follows: Commencing at the Northwest Corner of the Southeast Quarter (1/4) of the Northeast 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; thence along the North line of said Southeast Quarter (1/4) of the Northeast Quarter (1/4), North 89°55'26" East 330.00 feet to the Point of Beginning; thence, continuing along said North line, North 89°55'26" East 660.70 feet; thence South 00°27'14" West 660.91 feet; thence North 89°59'54" West 656.94 feet; thence North 00°07'41" East 660.00 feet to the Point of Beginning. Said Parcel "B" contains 9.989 acres, including 0.677 acres of county road right of way,

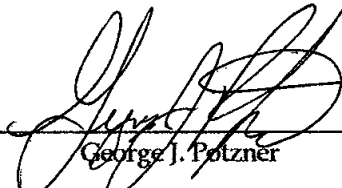
and locally known as: 1684-170<sup>th</sup>  
together with the right of ingress and egress over the adjacent lands of the GRANTORS, their successors and assigns, for the purposes of this easement.

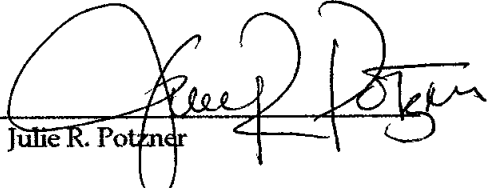
The Easement shall be 32 feet in width, the centerline of which shall be the water pipeline and the necessary appurtenances thereto.

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 27<sup>th</sup> day of October, 2003.

  
George J. Potzner

  
Julie R. Potzner


M7-0295

STATE OF IOWA, Dallas COUNTY, ss:

On this 27<sup>th</sup> day of October, 2003, before me the undersigned, a notary public in and for the State of Iowa appeared to me George J. Potzner and Julie R. Potzner

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.

 KENT T. GLENN  
Commission Number 162844  
My Comm. Exp. 11-8-06

  
Notary Public

P19