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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:

Daniel Day and Lori Day, 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 "A" in the Southeast Quarter (SE1/4) of the Southwest Quarter (SW1/4) of Section Twenty-seven (27), Township Seventy-seven (77) North, Range Twenty-eight (28) West of the 5th P.M., Madison County, Iowa, more particularly described as follows: Commencing at the Northeast Corner of the Southeast Quarter (SE1/4) of the Southwest Quarter (SW1/4) of Section Twenty-seven (27), Township Seventy-seven (77) North, Range Twenty-eight (28) West of the 5th P.M., Madison County, Iowa, thence, along the centerline of a County Road, South 86°51'09" West, 105.54 feet to the point of beginning. Thence South 02°31'20" East, 411.61 feet; thence North 88°18'23" West, 329.46 feet; thence North 00°52'11" West, 46.55 feet; thence North 89°00'08" West, 461.39 feet; thence North 00°46'27" East, 304.62 feet to the centerline of a County Road; thence, along said centerline, North 86°51'09" East, 770.27 feet to the point of beginning. Said Parcel "A" contains 6.317 Acres including 0.699 Acres of County Road Right of Way,

and locally known as: 1471 NH Juniper
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 13th day of October, 2003.

Dan Day
Daniel Day

Lori Day
Lori Day

M7-0512

STATE OF IOWA, _____ COUNTY, ss:

On this 13th day of October, 2003, before me the undersigned, a notary public in and for the State of Iowa appeared to me DANIEL DAY, LORI DAY

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.

Jacquelyn K. Marquardt
Notary Public

JACQUELYN K. MARQUARDT
Commission Number 135763
My Commission Expires
5-22-2006

P15