

REC \$ 5.00
AUD \$ 7.00
R.M.F. \$ 5.00

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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:

Carl A. Christenberry and Patricia L. Christenberry, 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 Northeast Quarter of the Southeast Quarter (NE1/4 SE1/4) of Section 34, Township 77 North, Range 28 West of the 5th P.M., Madison County, Iowa more particularly described as follows: Beginning at the Southeast Corner of the Northeast Quarter of the Southeast Quarter of Section 34, Township 77 North, Range 28 West of the 5th P.M., Madison County, Iowa; thence North 89°36'31" West 300.65 feet along the South line of said Northeast Quarter of the Southeast Quarter; thence North 00°10'37" West 430.18 feet; thence South 89°36'31" East 309.96 feet to the East line of said Northeast Quarter of the Southeast Quarter; thence South 00°39'49" West 430.16 feet to the Point of Beginning containing 3.000 acres including 0.326 acres of County Road right-of-way,

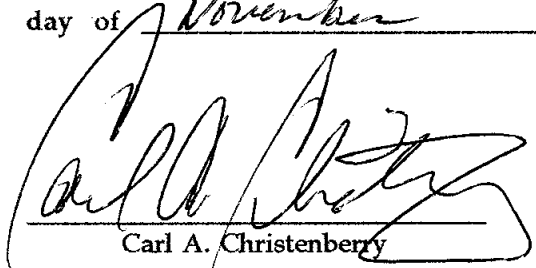
and locally known as: 1573 Hogback Budge
together with the right of ingress and egress over the adjacent lands of the GRANTORS, their successors and assigns, for the purposes of this easement.

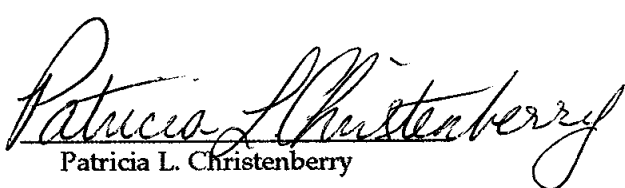
The Easement shall be 32 feet in width, the centerline of which shall be the water pipeline and the necessary appurtenances thereto.

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 23 day of November, 2003.

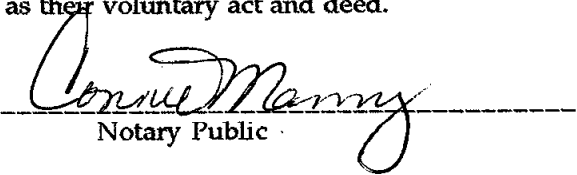

Carl A. Christenberry

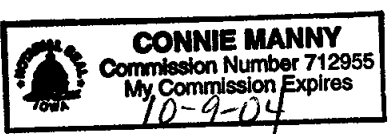

Patricia L. Christenberry

M7-0314

STATE OF IOWA, Madison COUNTY, ss:

On this 23 day of NOVEMBER, 2003, before me the undersigned, a notary public in and for the State of Iowa appeared to me Carl A. Christenberry and Patricia L. Christenberry 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.


Notary Public


CONNIE MANNY
Commission Number 712955
My Commission Expires
10-9-04