

MICHELLE "MICKI" UTSLER, COUNTY RECORDER  
MADISON IOWA

Prepared  
by: John E. Casper, 223 East Court, Winterset, IA 50273-0067 (515) 462-4912

COMPUTER	<input checked="" type="checkbox"/>
RECORDED	<input checked="" type="checkbox"/>
COMPARED	<input type="checkbox"/>

EASEMENT

**KNOW ALL PEOPLE BY THESE PRESENTS:**

Robert M. Casper and Margaret M. Casper, husband and wife, hereinafter referred to as GRANTOR, 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:

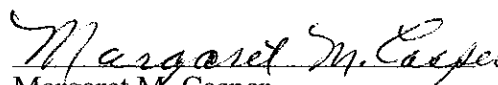
The East Thirty-two Feet (32') of the South Five Hundred Fifty (550) feet in width of the North Half (1/2) of the Northeast Quarter (1/4) of the Southeast Quarter (1/4) of Section Thirteen (13), Township Seventy-six (76) North, of Range Twenty-eight (28) West of the 5th P.M., Madison County, Iowa, together with the right of ingress and egress over the adjacent lands of the GRANTORS, their successors and assigns, for the purposes of this easement.

It is agreed that the GRANTEE shall be responsible for restoration of the surface of the earth disturbed by the exercise of its easement rights and for the repair or replacement of any subsurface damage such as to tile lines, wells or springs. In addition, the GRANTEE shall pay for damages such as to fences or crops caused by the exercise of its easement rights. The GRANTEE, its successors and assigns, hereby promise to maintain such water pipeline and any necessary appurtenances in good repair so that damage to the real estate of GRANTORS, if any damage there be, will be kept to a minimum. The Grantor shall not at any time be responsible or liable for any damage caused to, or suffered by, the water pipeline or its accessory equipment or appurtenances located upon the Grantor's property.

The grant and other provisions of this easement shall constitute a covenant running with the land binding upon and for the benefit of the parties, their successors and assigns.

**IN WITNESS WHEREOF**, the GRANTORS have executed this instrument this 29<sup>th</sup> day of April, 2005.

  
Robert M. Casper

  
Margaret M. Casper

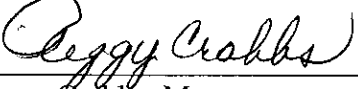
STATE OF IOWA, MADISON COUNTY, SS:

On this 29<sup>th</sup> day of April, 2005, before me the undersigned, a notary public in and for the State of Iowa appeared to me Robert M. Casper and Margaret M. Casper, 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.



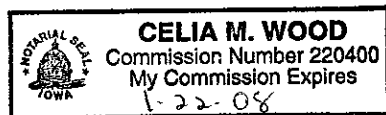
  
Cheryl Berry, Notary Public

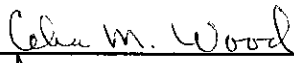
WARREN WATER, INC.

BY:   
Peggy Crabbs, Manager

STATE OF IOWA, MADISON COUNTY, SS:

On this 30 day of April, 2005, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Peggy Crabbs, to me personally known, who being by me duly sworn, did say that she is the Manager of said corporation; that no seal has been procured by the said corporation; that said instrument was signed on behalf of said corporation by authority of its Board of Directors; and that the said Peggy Crabbs as such officer, acknowledged the execution of said instrument to be the voluntary act and deed of said corporation, by it and by him voluntarily executed.



  
Celia M. Wood, Notary Public