

MICHELLE "MICKI" UTSLER, COUNTY RECORDER
MADISON IOWA

COMPUTER
RECORDED
COMPARED

Prepared by: Security Abstract & Title, 114 N. 1st, Winterset 50273; 462-1691
Return to: Claire B. Patin, P.O. Box 215, Indianola, IA 50125
EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

Brian J. Beener and Kimberly L. Beener,
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", located in the Northeast Quarter (1/4) of the Northwest Quarter (1/4) of Section
Thirty-five (35), Township Seventy-seven (77) North, Range Twenty-nine (29) West of the 5th P.M.,
Madison County, Iowa, more particularly described as follows: Commencing at the Northwest
Corner of Section Thirty-five (35), Township Seventy-seven (77) North, Range Twenty-nine (29)
West of the 5th P.M., Madison County, Iowa; thence North 89°33'27" East along the North line of
the Northwest Quarter (1/4) of said Section Thirty-five (35), 1370.02 feet to the Point of Beginning;
thence North 89°33'27" East along the North line of the Northwest Quarter (1/4) of said Section
Thirty-five (35), 508.72 feet; thence South 0°26'33" East, 399.62 feet; thence South 89°33'27" West,
508.72 feet; thence North 0°26'33" West, 399.62 feet to the Point of Beginning. Said Parcel contains
4.667 acres, including 0.377 acres of County Road Right-of-Way,

and locally known as: 7434 150th St.
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 20th
day of July, 2005.

Brian J. Beener
Brian J. Beener


Kimberly L. Beener
Kimberly L. Beener

M7-0449

STATE OF IOWA, Iowa COUNTY, ss: Polk

On this 20th day of July, 2005, before me the undersigned, a
notary public in and for the State of Iowa appeared to me Kimberly L. Beener
& Brian J. Beener

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.

 KIMBERLY J. STEWART
COMMISSION NO. 143879
MY COMMISSION EXPIRES
7-9-08

Kimberly J. Stewart
Notary Public