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MICHELLE UTSLER  
RECORDER

This Document Prepared By: Security Abstract & Title Co. Inc., 114 N. 1st Ave., Winterset, Iowa 50273 Telephone: 562-1091 Y. IOWA

EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

Ronald P. Pontolilo and Ellen M. Smith Pontolilo,

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:

A parcel of land in the Southwest Quarter (SW 1/4) of the Southwest Quarter (SW 1/4) of Section Seventeen (17), Township Seventy-five (75) North, Range Twenty-six (26) West of the 5th P.M., Madison County, Iowa, more particularly described as follows: Beginning at the Northeast corner of the Southwest Quarter (SW 1/4) of the Southwest Quarter (SW 1/4) of Section Seventeen (17), Township Seventy-five (75) North, Range Twenty-six (26) West of the 5th P.M., Madison County, Iowa; thence South 0°00'00" 726.71 feet along the east line of said Southwest Quarter (SW 1/4) Southwest Quarter (SW 1/4); thence South 46°40'45" West 113.93 feet; thence North 43°29'39" West 48.16 feet; thence South 80°16'21" West 210.70 feet; thence North 07°03'45" West 147.30 feet; thence North 44°42'36" West 211.02 feet; thence North 18°39'42" West 188.67 feet; thence North 07°04'48" East 296.04 feet to the North line of said Southwest Quarter (SW 1/4) Southwest Quarter (SW 1/4); thence North 85°54'00" East 515.48 feet to the point of beginning. Said parcel contains 8.319 Acres, including 0.316 Acres of County Road Right of Way

and locally known as: \_\_\_\_\_ 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 9 day of September, 1998.

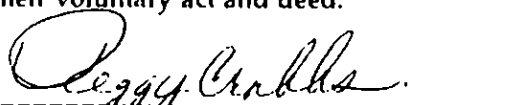
  
Ronald P. Pontolilo

  
Ellen M. Smith Pontolilo

M5-245

STATE OF IOWA, MADISON COUNTY, ss:

On this 9th day of Sept, 1998, before me the undersigned, a notary public in and for the State of Iowa appeared to me Ronald P. Pontolilo, Ellen M. Smith Pontolilo 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

RENEW MY COMMISSION BY DEC 10-99

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