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BOOK 140 PAGE 727
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MICHELLE ULLER
RECORDER
MADISON COUNTY, IOWA

COMPUTER
RECORDED
COMPALED

This Document Prepared By: Security Abstract & Title Co, Inc., 114 N. 1st Ave., Winterset, Iowa 50273 Telephone: 515-462-1691

EASEMENT

REC \$ 5.00
AUD \$
R.M.F. \$ 2.00

KNOW ALL MEN BY THESE PRESENTS:

Neil P. Armstrong, 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:

The Southwest Quarter (SW1/4) of the Southwest Quarter (SW1/4), and the West 50 acres of the North Half (N1/2) of the Southeast Quarter (SE1/4) of Section Two (2), Township Seventy-seven (77) North, Range Twenty-seven (27) West of the 5th P.M., Madison County, Iowa, and the North Half (N1/2) of the Southwest Quarter (SW1/4) of said Section Two (2), EXCEPT the North 280.0 feet and the West 938.6 feet of the Northwest Quarter (NW1/4) of said Southwest Quarter (SW1/4), AND EXCEPT the South 240.00 feet of the North 520.00 feet of the West 938.60 feet of the Northwest Quarter (NW1/4) of the Southwest Quarter (SW1/4) of Section Two (2), Township Seventy-seven (77) North, Range Twenty-seven (27) West of the 5th P.M., Madison County, Iowa.

and locally known as: 105th
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. Waterline will be installed in County Right-of-Way east of Qualridge Ave. for 600' around Walnut Trees. 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 26th day of July, 1999.

Neil P. Armstrong
Neil P. Armstrong

M6-2,225

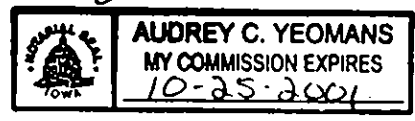
STATE OF IOWA, MADISON COUNTY, ss:

On this 26th day of July, 1999, before me the undersigned, a notary public in and for the State of Iowa appeared to me Neil P. Armstrong

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.

Audrey C. Yeomans
Notary Public

1074 Quail Ridge UTM



M6-2225