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MICHELLE UTTLER  
RECORDER  
MADISON COUNTY, IOWA

This Document Prepared By: Security Abstract & Title Co., Inc., 114 N. 1st Ave., Winterset, Iowa 50273 Telephone: 562-1800

EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

Kenneth L. Spelman, Jr.

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:

That part of the Southeast Quarter (SE1/4) of Section Three (3), Township Seventy-seven (77) North, Range Twenty-six (26) West of the 5th P.M., Madison County, Iowa, described as follows: Commencing at the Northwest corner of the Southeast Quarter (SE1/4) of said Section Three (3); thence on an assumed bearing of North 83°58'40" East along the North line of said Southeast Quarter (SE1/4) 896.91 feet to the point of beginning; thence North 83°58'40" East along said north line 360.00 feet, thence South 04°10'30" East 363.00 feet; thence South 83°58'40" West 360.00 feet; thence North 04°10'30" West 363.00 feet to the north line of said Southeast Quarter (SE1/4) and the point of beginning. Said tract contains 3.00 acres and is subject to a Madison County Highway Easement over the northerly 0.11 acres thereof

and locally known as: 3166-105th  
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.

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 Aug, 1999.

Kenneth L. Spelman, Jr.  
Kenneth L. Spelman, Jr.

Kenneth L. Spelman, Jr.

M6-2,088  
STATE OF IOWA, Polk MADISON COUNTY, ss:

On this 26th day of August, 1999, before me the undersigned, a notary public in and for the State of Iowa appeared to me Kenneth L. Spelman, Jr. 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.

Andrea Hatch  
Notary Public



P. 17

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