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MICHELLE UPSLER
RECORDER
MADISON COUNTY IOWA

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

EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

Marion L. Patience and Berneita J. Patience,

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:

Northeast Quarter (1/4) of Southeast Quarter (1/4); and Southeast Quarter (1/4) of Southeast Quarter (1/4); and East 30.75 acres of Northwest Quarter (1/4) of Southeast Quarter (1/4); and East 30.75 acres of Southwest Quarter (1/4) of Southeast Quarter (1/4) all in Section Nine (9), Township Seventy-seven (77) North, Range Twenty-nine (29) West of the 5th P.M., Madison County, Iowa, also described as the East 141 acres of Southeast Quarter (1/4) of Section Nine (9) in Township Seventy-seven (77) North, Range Twenty-nine (29) West of the 5th P.M., Madison County, Iowa, Except beginning at the Southeast corner of the Southeast Quarter (1/4) of said Section Nine (9), running thence North along the East line of said Section 650 feet, thence West 500 feet, thence South parallel with the East line of said Section 650 feet to the South line of said Section, thence East along said South line 500 feet to the point of beginning, except that portion thereof previously conveyed for road purposes,

and locally known as: 120th
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 term of this easement~~ 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. Tile and fences will be repaired, and guaranteed, by GRANTEE.

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 15th day of September, 1999.

Marion L. Patience
Marion L. Patience

Berneita J. Patience
Berneita J. Patience

M5-2388

STATE OF IOWA, MADISON COUNTY, ss:

On this 15th day of September, 1999, before me the undersigned, a notary public in and for the State of Iowa appeared to me Marion L. Patience, Berneita J. Patience 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.



James L. Adkins
Notary Public

1173 Pitzer Rd Carl
758-2328

VM