

COMPUTER
RECORDED
COMPALED

REC \$ 20.00
AUD \$ _____
R.M.F. \$ 1.00

FILED NO. 001498
BOOK 142 PAGE 7
99 OCT 12 PH 3: 21

MICHELLE UTTLER
RECORDER
MADISON COUNTY, IOWA
(515) 283-1600

Prepared by: Scott W. Anderson, Dorsey & Whitney, 801 Grand, Suite 3900, Des Moines, Iowa 50309

EASEMENT AGREEMENT

WHEREAS Max Z. Steigleder and Tracy D. Steigleder, husband and wife, (collectively "Seller") is the owner of real property legally described on Exhibit A attached hereto (the "Cedar View Property"); and

WHEREAS Seller is the owner of real property legally described on Exhibit B attached hereto (the "Creek Property"); and

WHEREAS Seller and Linda Packila ("Buyer") have entered into a purchase agreement for a portion of the Cedar View Property, which property is legally described on Exhibit C hereto ("Parcel F") (the Cedar View Property less Parcel F is to be known as the "Retained Cedar View Property") and is further described in a Plat of Survey recorded in Book 3 at page 485 of the Madison County records (the "Parcel F Plat"); and

WHEREAS there currently exists three water lines for the delivery of water from the Warren County Rural Water Association to residents of the Cedar View property. Said water lines extend from the water meters located next to Quarry Trail to the edge of Parcel F. The location of the waterlines is illustrated by the drawing attached hereto as Exhibit D; and

WHEREAS Buyer desires to acquire all of Seller's rights, title and interest in and to one of the water meters and a water line so that Buyer may be provided with water service and Buyer desires to obtain an easement from Seller over the land on which the water line is buried under; and

WHEREAS Seller desires to transfer a water line and a water meter from Buyer to Seller and grant to Seller an easement for said water line in exchange for the right to place additional water lines over Parcel F.

NOW, THEREFORE Seller and Buyer agree as follows:

1. Seller's Transfer of Water Line and Grant of Easement. Seller hereby conveys any interest that Seller may have in and to a water meter and a water line that exists currently and extends from Quarry Trail to Parcel F. Seller may designate which one of three water meters and water lines Buyer shall acquire (said acquired water meter and water line to be referred to collectively as the "Water Line"). Seller also grants to Buyer, and to any future owner of the Parcel F property, an easement for the Water Line. The parties acknowledge that said easement shall be limited to one water line only.

The location of the easement is the current location of the Water Line that Seller is acquiring. Seller also grants to Buyer an access easement for the reasonable maintenance and repair of the Water Line.

2. Buyer's Grant of Easement. Buyer grants to Seller, and to any future owner of any of the Retained Cedar View Property and to Seller's successors and assigns, an easement for the purpose of installing, maintaining and repairing future water lines which it may be reasonably necessary to install in order to serve Buyer and any future owner of the Retained Cedar View Property with water. The easement shall be limited to, and any future water lines shall be installed within, 15 feet of the edge of the 30 feet easement for ingress and egress as depicted on the Parcel F Plat. The costs of installing, maintaining and repairing any future water lines and the cost of repairing any damage to Parcel F as a result of such installation, maintenance and repair shall be paid by the party that requested the installation of the water line.

3. Duration of Easement. The duration of the easements shall be perpetual.

Executed this 11th day of October, 1999.

SELLER

Max Z. Steigleder
Max Z. Steigleder

Tracy D. Steigleder
Tracy D. Steigleder

BUYER

Linda Packila
Linda Packila

STATE OF IOWA, Polk COUNTY, ss:

On this 11th day of October, 1999, before me, the undersigned, a Notary Public in and for said County and said State, personally appeared Max Z. Steigleder and Tracy D. Steigleder, husband and wife to me known to be the identical persons named in and who executed the foregoing instrument, and acknowledged that they executed the same as their voluntary act and deed.

Richard L. Faust
Notary Public
Commission Expires
1-5-2000

STATE OF IOWA, Polk COUNTY, ss:

On this 11th day of October, 1999, before me, the undersigned, a Notary Public in and for said County and said State, personally appeared Linda Packila, to me known to be the identical person named in and who executed the foregoing instrument, and acknowledged that she executed the same as her voluntary act and deed.

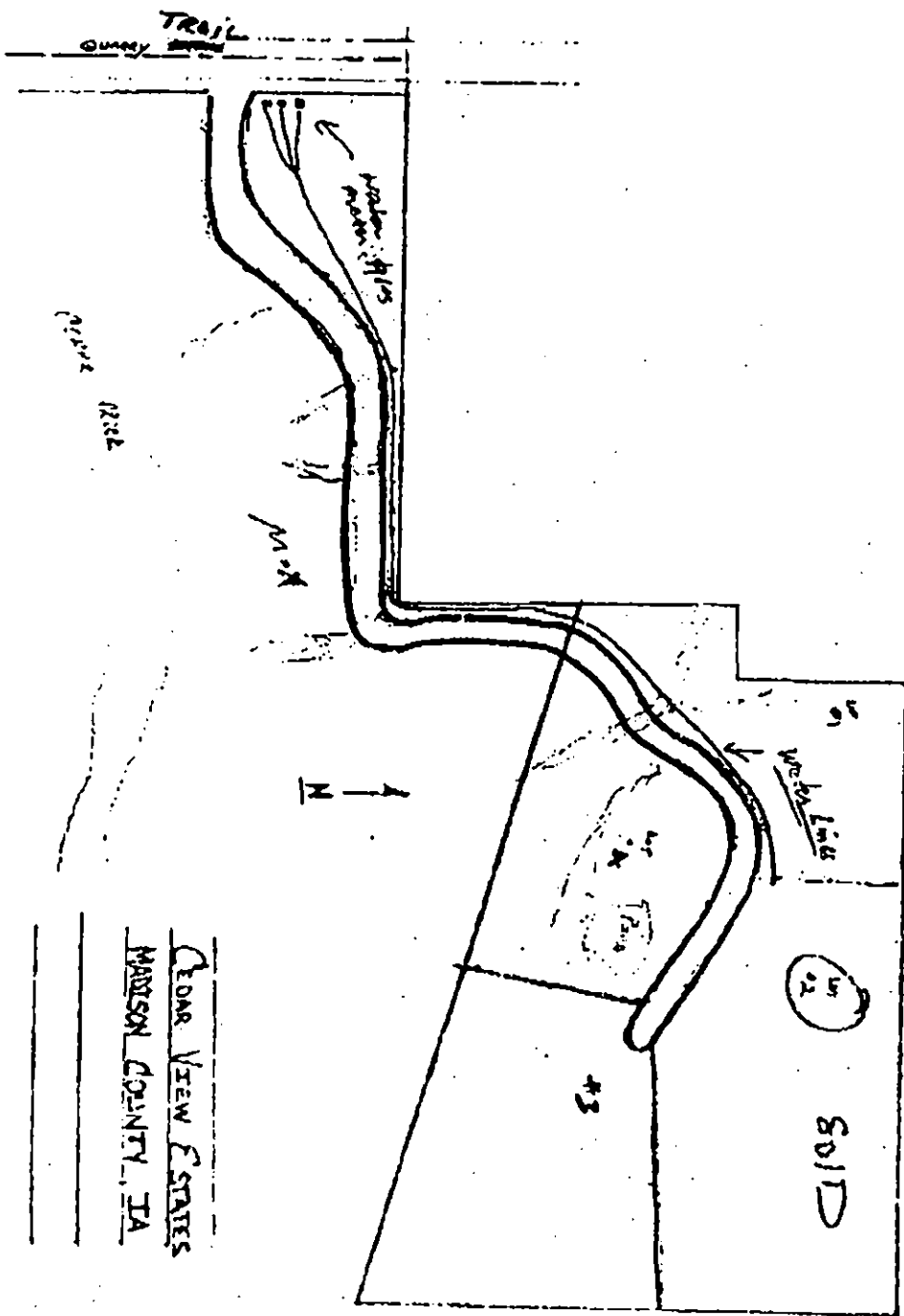
Gregory E. Cook
Notary Public
Commission Expires
Feb 7, 2001

10-07-99 13:36 FAX 515 283 1060

DORSEY & WHITNEY

2007-011

Exhibit 0



0003

CCP

09/28/99 THU 11:18 FAX 5152873068