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This Document Prepared By: Security Abstract & Title Co. Inc., 114 N. 1st Ave., Winterset, Iowa 50273 Telephone 562-4070 FAX 562-4071  
REGISTERED MAIL ORDER SERVICE  
MADISON COUNTY, IOWA

EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

Marcella C. McCleary and Marvin A. Morford, 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 (1/4) of Section Eleven (11), Township Seventy-seven (77) North, Range Twenty-nine (29) West of the 5th P.M., Madison County, Iowa, Except Parcel "B" located in the Southwest Quarter (1/4) of Section Eleven (11), Township Seventy-seven (77) North, Range Twenty-nine (29) West of the 5th P.M., Madison County, Iowa, described as follows: Commencing at the Southwest corner of said Southwest Quarter (1/4), thence North 90°00' East 944.1 feet on the South line thereof to the point of beginning; thence North 02°15' West 588.8 feet; thence North 89°48' East 170.5 feet; thence South 05°51' East 237.9 feet; thence North 89°59' East 496.2 feet; thence South 02°31' East 378.7 feet to the South line of said Southwest Quarter (1/4); thence South 90°00' West 683.8 feet to the point of beginning, containing 6.64 acres, more or less, subject to easements of record,

and locally known as: 120<sup>th</sup> 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~~ 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 \_\_\_\_\_ day of 10/15, 1999.

Marcella C. McCleary  
Marcella C. McCleary

Marvin A. Morford  
Marvin A. Morford

M5-2393

STATE OF IOWA, MADISON COUNTY, ss:

On this 15th day of October, 1999 before me the undersigned, a notary public in and for the State of Iowa appeared to me Marvin A. Morford Marcella C. McCleary

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.



Carla J. Yasey  
Notary Public

M5-2393