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MICHELLE UTSLER  
RECORDER  
MADISON COUNTY, IOWA

This Document Prepared By: Security Abstract & Title Co. Inc., 114 N. 1st Ave., Winterset, Iowa 50273 Telephone: 515-402-1691

EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

Keith Wheeler and Julie Wheeler, 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 Southeast Quarter (SE1/4) and the Southeast Quarter (SE1/4) of the Southwest Fractional Quarter (SW Fr. 1/4) and a parcel of land described as follows, to-wit: Commencing at a point 4.6 feet North of the Southeast corner of the Southwest Fractional Quarter (SW Fr. 1/4) of the Southwest Quarter (SW1/4), thence continuing North 869.3 feet to county road right of way fence; thence North 68° 58' West 46.7 feet to the centerline of county road; thence southerly 157.8 feet along a 955.0 feet radius curve concave westerly having a 157.6 feet chord bearing South 25° 46' West; thence South 30° 30' West 877.7 feet; thence North 88° 45' East 557.7 feet to the point of beginning, containing 5.981 Acres including 1.100 Acres of County Road right of way; all in Section Eighteen (18), in Township Seventy-five (75) North, Range Twenty-seven (27) West of the 5th P.M., Madison County, Iowa

and locally known as: Clark Cover Rd 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 6 day of April 1998.

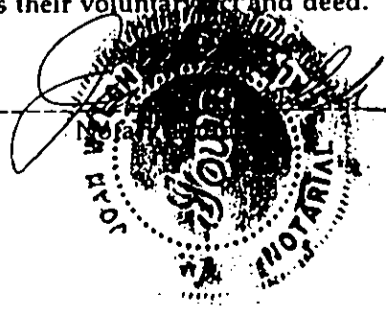
Keith Wheeler  
Keith Wheeler

Julie Wheeler  
Julie Wheeler

M5-2,302

STATE OF IOWA, MADISON COUNTY, ss:

On this 6 day of April 1998 before me the undersigned, a notary public in and for the State of Iowa appeared to me Keith & Julie Wheeler 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.



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