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REC \$ 5.00 FILED NO. 4226
 AUD \$ _____
 R.M.F. \$ 1.00 BOOK 139 PAGE 11
 COMPUTER 98 APR 29 PM 3:42
 RECORDED
 COMPARED MICHELLE UTSLER
 RECORDER
 MADISON COUNTY, IOWA

This Document Prepared By: Security Abstract & Title Co., Inc., 114 N. 1st Ave., Winterset, Iowa 50273 Telephone: (515) 251-1111

EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

James Sparks,

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:

A tract of land described as commencing at a point North 0°30' East 181.5 feet and 533.7 feet East of the West Quarter (W1/4) corner of Section Eighteen (18), Township Seventy-five (75) North, Range Twenty-seven (27) West of the 5th P.M., Madison County, Iowa, thence continuing East 390.7 feet, thence South 1170 feet to a point of intersection with the North line of the South 11 acres of the Northwest Quarter (NW1/4) of the Southwest Quarter (SW1/4) of said Section Eighteen (18), thence South 89°49' West 951.6 feet along said North line of said South 11 acres to the West line of said Southwest Quarter (SW1/4), thence North 1°29' East 746.9 feet along said West line, thence North 89°26' East 535.6 feet, thence North 0°50' East 421.2 feet to the point of beginning, subject to easements of record, and containin 20 acres, more or less.

and locally known as: 245th Lane
 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 15
 day of April, 1998.

James Sparks
 James Sparks

M5-2237

STATE OF IOWA, MADISON COUNTY, ss:

On this 15 day of April, 1998, before me the undersigned, a notary public in and for the State of Iowa appeared to me

James Sparks
 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.



Michelle Utsler
 Notary Public

VM