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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 _____

EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

Wayne E. Newkirk, 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 East Half (E1/2) of the Northwest Quarter (NW1/4) except the North 417 feet thereof and the West Half (W1/2) of the Northeast Quarter (NE1/4) of Section Sixteen (16), Township Seventy-six (76) North, Range Twenty-seven (27) West of the 5th P.M., Madison County, Iowa, subject to highway right-of-way as the same now proceeds through said real estate. AND Commencing at the Southeast Corner of the SW 1/4 NE 1/4, Section 21, Township 76 North, Range 27 West of the 5th P.M., Madison County, Iowa, and being the Point of Beginning. Thence N. 00°00' 52.4 feet along the east line of the SW 1/4 NE 1/4 Section 21, thence N. 89°05' W. 370.0 feet, thence S. 00°25' W. 235.5 feet, thence S. 89°05' E. 369.4 feet, thence N. 00°43' E. 183.1 feet to the Point of Beginning.

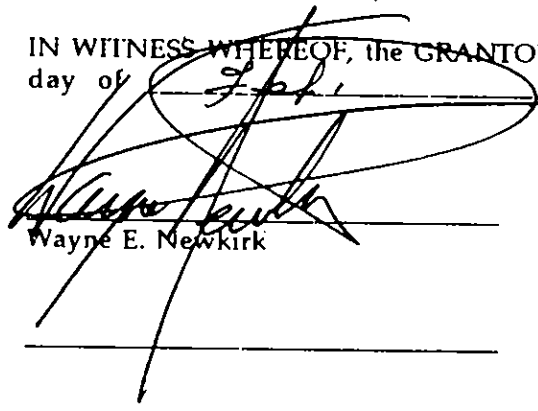
and locally known as: Cumming Rd # 185th together with the right of ingress and egress over the adjacent lands of the GRANTORS, their successors and assigns, for the purposes of this easement.

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, ^{if} 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 26 day of Feb., 1998.


Wayne E. Newkirk

M5-2085

STATE OF IOWA, MADISON COUNTY, ss:

On this 26 day of Feb., 1998, before me the undersigned, a notary public in and for the State of Iowa appeared to me Wayne E. Newkirk.

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.


Notary Public



VM M5-2085