

EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

Leonard M. Flander, Executor of the Estate of Effie E. Blosser, Deceased (hereafter Grantor) in consideration of the valuable consideration hereafter stated does hereby grant and convey unto Warren Water, Inc. (hereafter Grantee) its successors and assigns, a perpetual easement over and across the real estate legally described as:

Commencing at a point on the East line of the Southeast Quarter ($\frac{1}{4}$) of Section Twenty-seven (27), Township Seventy-six (76) North, Range Twenty-six (26) West of the 5th P.M., which is 120 feet North of the centerline of Iowa Primary Highway #92 as said centerline is now located, thence running westerly on a line parallel to and 120 feet north of the centerline of Iowa primary Highway #92 as now located, to the West line of said Southeast Quarter ($\frac{1}{4}$) thence North 32 feet, thence easterly on a line parallel to and 120 feet North of the centerline of Iowa Primary Highway #92, to the East line of said Southeast Quarter ($\frac{1}{4}$), thence South to the point of beginning,

for the purpose of erecting, constructing, installing, laying and thereafter using, operating, inspecting, repairing, maintaining, replacing and removing water lines and appurtenances thereto, together with the right of ingress and egress over the adjacent lands of the Grantor, his successors and assigns for the purposes of this easement.

As consideration for this grant of easement, it is agreed and understood that:

1. Grantee shall restore the surface of the land as nearly to its original condition as is practical after the initial construction.
2. Grantee shall pay the Grantor, or the life tenant in possession, his designate, successors, or assigns, all damages, including those to crops, fences, gates and to the surface of the land or structures thereon occasioned by or resulting from the initial construct or from any future entry on said real estate by Grantee for the purposes of this easement. Payment to Grantor and the life tenant in possession shall be made as their interests may appear.

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BOOK 127 PAGE 259

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MARY E. WELTY
RECORDER
MADISON COUNTY, IOWA

Fee \$20.00


3. The Grantee, its successors and assigns shall at all times maintain such water line and appurtenances thereto in good repair so as to prevent and/or minimize damage to Grantors adjacent real estate, and to pay Grantor, his designate, successors or assigns for such damages, if any, does occur.

4. Grantee shall pay Grantor a sum equal to the costs incurred by the transaction, including but not limited to, attorney fees, executors fees, Court Costs and all other expenses incurred by the Estate because of this transaction.

5. Grantee shall, upon the future demand of the Grantor, the life tenant in possession, or any other person owning and having the right to possess the Grantor's adjacent real estate, including such real estate located South of Highway #92, at the time demand is made, construct such pipes, water conveyance apparatus and install such meters as are necessary to provide water service from Grantee pipes and water system to Grantor's real estate adjacent to the easement premises and which is located on either side of Iowa Primary Highway #92 at no cost to Grantor, his successors or assigns other than the initial Three Hundred Dollar (\$300.00) hookup or membership charge currently charged for providing such water service. It is understood and agreed that in the event water is to be supplied to the Grantor's adjacent real estate located South of Highway #92, that Grantee shall construct and install the pipes and necessary appurtenances under said Highway. Grantee shall be under no obligation to provide more than one (1) water service to each side of the highway hereunder. Nothing herein shall prohibit Grantee from charging a fee for water after service is installed after demand.

This grant and the other provisions of this Easement shall constitute a covenant running with the land for the benefit of the Grantee, its successors and assigns.

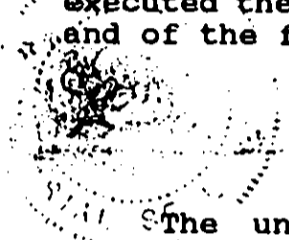
IN WITNESS WHEREOF, Grantor has executed this instrument this 27 day of NOVEMBER, 1989.


Leonard M. Flander
Executor of the
Estate of Effie E. Blosser

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STATE OF IOWA)
) SS
MADISON COUNTY)

On this 27th day of November, 1989, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Leonard M. Flander, to me known to be the identical person named in and who executed the foregoing instrument, and acknowledged that the person, as the fiduciary, executed the instrument as the voluntary act and deed of the person and of the fiduciary.



Beth Flander Beth Flander
Notary Public

The undersigned, Arthur Speer does hereby join in this conveyance and agrees to be bound by its terms and conditions.

Arthur J. Speer
Arthur Speer

STATE OF IOWA)
) SS
MADISON COUNTY)

On this 27th day of November, 1989, before me, the undersigned, a Notary Public in and for said State, personally appeared Arthur Speer to me known to be the identical person named in and who executed the foregoing instrument, and acknowledged to me that he executed the same as his voluntary act and deed.



Beth Flander Beth Flander
Notary Public

FILED
IN THE IOWA DISTRICT COURT FOR MADISON COUNTY
1989 NOV 27 AM 10:47

IN THE MATTER OF THE * PROBATE NO. 6325
ESTATE OF * CLERK OF DISTRICT COURT
 * MADISON COUNTY, IOWA
EFFIE E. BLOSSER, * ORDER
 Deceased *

Now on this 27 day of November, 1989, the matter of the Application to convey Easement coming to the attention of the Court and the Court having examined said Application, having reviewed the files and records herein, having heard the statements and arguments of counsel, and being well and fully advised in the premises, finds:

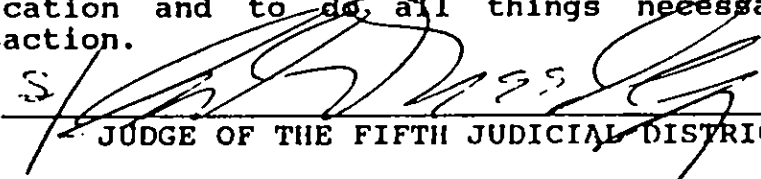
The Court has jurisdiction of this subject matter and all parties necessary to the entry of this Order at this time, the Application having been set for hearing and no objections having been entered.

The statements and allegations therein contained are true and correct and provide the information required by law; that the Application should be approved and the Executor authorized to convey the easement.

WHEREFORE, IT IS ORDERED, ADJUDGED AND DECREED that the Application to convey and easement be and is hereby approved and the Executor be and is hereby authorized and directed to convey an easement over and across the real estate legally described as:

Commencing at a point on the East line of the Southeast Quarter (¼) of Section Twenty-seven (27), Township Seventy-six (76) North, Range Twenty-six (26) West of the 5th P.M., which is 120 feet North of the centerline of Iowa Primary Highway #92 as said centerline is now located, thence running westerly on a line parallel to and 120 feet north of the centerline of Iowa primary Highway #92 as now located, to the West line of said Southeast Quarter (¼) thence North 32 feet, thence easterly on a line parallel to and 120 feet North of the centerline of Iowa Primary Highway #92, to the East line of said Southeast Quarter (¼), thence South to the point of beginning,

to Warren Water, Inc. which easement shall be subject to all the terms and conditions of the proposed easement attached to the Application and to do all things necessary to complete the transaction.



JUDGE OF THE FIFTH JUDICIAL DISTRICT OF IOWA