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AUD \$ 1⁰⁰
R.M.F. \$ 1⁰⁰

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MICKI UTSLER
RECORDER
MADISON COUNTY, IOWA

This Document Prepared By: Security Abstract & Title Co., Inc., 114 N. 1st Ave., Winterset, Iowa 50273 Telephone: 515-462-1691

EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

Christopher Curtis and Jody M. Curtis,

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 parcel of land described as the East 75.5 feet of the South 577.5 feet of the Southwest Quarter (SW 1/4) of the Southwest Quarter (SW 1/4) of Section 3, Township 75 North, Range 26 West of the 5th P.M., Madison County, Iowa. Said Parcel contains 0.9994 Acres including 0.0693 Acres of County Road Right of Way AND A tract of land described as follows, to wit: Commencing at the Northwest Corner of the Southeast Quarter (1/4) of the Southwest Quarter (1/4) of section Three (3), thence North 86°50' East along the North line thereof 116 feet, thence South 12°06' East 751.2 feet, thence North 86°50' East 103.35 feet, thence South 174.5 feet, thence North 86°50' East 205 feet, thence South 21°15' West 191 feet, thence South 01°25' West 229.2 feet, thence South 86°50' West 507.05 feet to the Southwest corner of said Southeast Quarter (1/4) of the Southwest Quarter (1/4), thence North along the west line thereof 1320.7 feet to the point of beginning all in Township Seventy-five (75) North, Range Twenty-six (26) West of the 5th P.M., Madison County, Iowa,

and locally known as:

3127-230th

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 23rd day of March, 19 98.

Christopher Curtis
Christopher Curtis

Jody M. Curtis
Jody M. Curtis

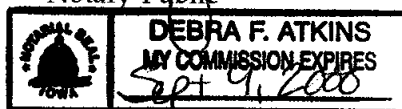
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STATE OF IOWA, MADISON COUNTY, ss:

On this 23rd day of March, 19 98, before me the undersigned, a notary public in and for the State of Iowa appeared to me Christopher Curtis, Jody M. Curtis

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.

Debra F. Atkins
Notary Public



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