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NICKI 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
Return to: Warren Water, Inc., 1204 E. 2nd St., Indianola, IA 50125 Telephone: 515-962-1200

EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

James A. Ross nad Sandra J. Simmer,
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 follows, to-wit: Commencing at the Southeast corner of the West Half (1/2) of the Northeast Quarter (1/4) of Section Three (3), in Township Seventy-seven (77) North, Range Twenty-nine (29) West of the 5th P.M., Madison County, Iowa, running thence West along the South side of said quarter-section line a distance 1166 feet to the existing North and South fence at that point, thence North along said fence line 571 feet, thence East 155 feet, thence North approximately 412 feet to the South line of the Chicago, Rock Island and Pacific Railroad right-of-way, thence Southeasterly along the South line of said railroad right-of-way, to the East line of said 80 acre tract, thence South along said East line approximately 589 feet to the point of beginning,

and locally known as: 1355-105th
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 _____
day of _____, 20____.

James A. Ross
James A. Ross

Sandra J. Simmer
Sandra J. Simmer
4-30-03

M7-0165

STATE OF IOWA, Madison COUNTY, ss:

On this 30th day of April, 2003, before me the undersigned, a notary public in and for the State of Iowa appeared to me James A. Ross & Sandra J. Simmer
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.

Elgin, Patin & Parker
106 East Salem
PO BOX 215
Indianola Iowa 50125

P2 758-2136

Richard L. Wood
Notary Public

