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MICHELLE UTSLET
RECORDER
NOTARY PUBLIC, IOWA

This Document Prepared By: Security Abstract & Title Co, Inc., 114 N. 1st Ave., Winterset, Iowa 50273 Telephone: 515-462-1092

EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

Jeffrey D. McDonald and Kimberly K. McDonald,

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:

Parcel "A", NW 1/4 - SE 1/4, 26-76-27. A parcel of land located in the Northwest Quarter of the Southeast Quarter of Section 26, Township 76 North, Range 27. West of the 5th P.M.; Madison County Iowa, more particularly described as follows: Commencing at the Northeast corner of the NW 1/4 - SE 1/4, Section 26-76-27; thence South along the East line of said NW 1/4 - SE 1/4 a distance of 215.24 feet to the point of beginning; thence South along the East line of said NW 1/4 - SE 1/4 a distance of 450.00 feet; thence N 89°09'20" W a distance of 484.00 feet; thence North a distance of 450.00 feet; thence S 89°09'20" E a distance of 484.00 feet to the point of beginning. Containing 5.00 acres more or less, including county right of way. Note: A line between the NE corner of the NW 1/4 - SE 1/4 and the SE corner of the SW 1/4 - SE 1/4 of 26-76-27 is taken North-South,

and locally known as: Quail Valley Dr.
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 27th day of June, 1998.

Jeffrey D. McDonald
Jeffrey D. McDonald

Kimberly K. McDonald
Kimberly K. McDonald

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STATE OF IOWA, MADISON COUNTY, ss:

On this 27th day of June, 1998, before me the undersigned, a notary public, in and for the State of Iowa appeared to me Jeffrey D. McDonald and Kimberly K. McDonald 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.

Earl L. Evans
Notary Public



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