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MICHELLE UTSLER
RECORDER
MADISON COUNTY, IOWA

EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

Gretchen M. Casper, Dorothy Sue Baker and John E. Casper, hereinafter referred to as GRANTORS, in consideration of One Dollar and Other Valuable consideration, hereby grant and convey unto Warren Water District, 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 North Fractional Half of the Northwest Quarter (1/4) and the North one-fourth of the Southeast Quarter (1/4) of the Northwest Quarter (1/4) of Section 3 (3) in Township Seventy-five (75) North, Range Twenty-seven (27) West of the 5th P.M., Madison County, Iowa, except for a tract legally described as: All that part of the Northeast Fractional Quarter of the Northwest Quarter (1/4) and the North Ten (10) acres of the Southeast Quarter (1/4) of the Northwest Quarter (1/4) which lies south and east of the public highway; and a tract of land commencing seven hundred (700) feet east of the Southwest corner of the Northwest Fractional Quarter of the Northwest Quarter (1/4), thence East Six Hundred Thirty-two (632) feet to center of said public highway, thence North One Hundred Ninety-five (195) feet along center of said highway, thence West Six Hundred Thirty-two (632) feet, thence South One Hundred Ninety-five (195) feet to place of beginning, in Section Three (3), Township Seventy-five (75) North, Range Twenty-seven (27) West of the 5th P.M., Madison County, Iowa

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. Easement area limited to the Thirty-two (32) feet parallel and adjacent to the County Right-of-Way of County Road 225th Trail.

It is agreed that the GRANTEE shall be responsible for restoration of the surface of the earth disturbed by the exercise of its easement rights and for the repair and replacement of any subsurface damage such as to tile lines, wells or springs. In addition, the GRANTEE shall pay for damages such as to fences or crops caused by the exercise of its easement rights. 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.

✓M

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 WHERE OF, the GRANTORS have executed this instrument this 2nd day of October, 1998.

X Gretchen M. Casper
Gretchen M. Casper

Dorothy Sue Baker
Dorothy Sue Baker

John E. Casper
John E. Casper

Robert M. Casper
Robert M. Casper

STATE OF IOWA, ss:

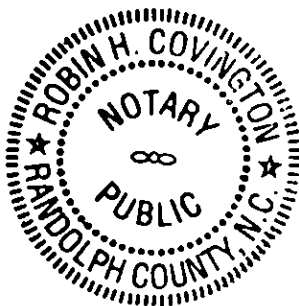
On this 2nd day of October, 1998, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Gretchen M. Casper, John E. Casper and Robert M. Casper to me known to be the identical persons named in and who executed the above and foregoing, and acknowledged that they executed the same as their voluntary act and deed.



Connie Harvey
Connie Harvey, Notary Public

STATE OF NORTH CAROLINA, ss:

On this 1st day of Sept., 1998, before me, the undersigned a Notary Public in and for the State of North Carolina, personally appeared Dorothy Sue Baker, to me known to be the identical person named in and who executed the above and foregoing, and acknowledged that she executed the same as her voluntary act and deed.



Robin H. Covington
Notary Public
MY COMMISSION EXPIRES 3-21-2000