

THIS DOCUMENT PREPARED BY:
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EASEMENT

MICHELLE UTSLER
RECORDER
MADISON COUNTY, IOWA

KNOW ALL MEN BY THESE PRESENTS:

Stephen L. Sheldahl and Debra D. Sheldahl
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: Beginning at the center of Section Thirty-four (34), in Township Seventy-five (75) North, Range Twenty-seven (27) West of the 5th P.M., Madison County, Iowa, running thence North 710 feet along the West line of the Northeast Quarter (1/4) of said Section; thence North 89°39'30" East 307 feet, thence South 710 feet to a point on the existing County road, thence South 89°39'30" West 307 feet along said County road to the point of beginning, containing 5.004 acres more or less, including County road on the West and South,

and locally known as: 2736 Pioneer
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 26
day of October, 1998.

Stephen L. Sheldahl
Stephen L. Sheldahl

Debra D. Sheldahl
Debra D. Sheldahl

STATE OF IOWA, MADISON COUNTY, ss:

On this 26 day of October, 1998, before me the undersigned, a notary public in and for the State of Iowa appeared to me Stephen L. Sheldahl
and Debra D. Sheldahl
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.



Patricia E. Miller
Notary Public