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BOOK 144 PAGE 360

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REC \$ 5<sup>00</sup>  
AUD \$ \_\_\_\_\_  
R.M.F. \$ 1<sup>00</sup>

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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:

Harold W. Jensen and Frieda L. Jensen, 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 in the Southwest Quarter of the Southwest Quarter of Section Ten (10), Township Seventy-seven (77) North, Range Twenty-seven (27) West of the 5th P.M., Madison County, Iowa, more particularly described as follows: Beginning at the Southwest Corner of Section Ten (10), Township Seventy-seven (77) North, Range Twenty-seven (27) West of the 5th P.M.; thence North 00°52'39" West 295.00 feet along the west line of said Section Ten (10); thence North 90°00'00" East 442.98 feet; thence South 00°52'39" East 295.00 feet to the south line of said Section Ten (10), thence South 90°00'00" West 442.998 feet along said south line to the place of beginning. Said parcel contains 3.000 acres, including 0.576 acres of public road right-of-way.

and locally known as: 2509-120<sup>th</sup> 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 9<sup>th</sup> day of October, 192000

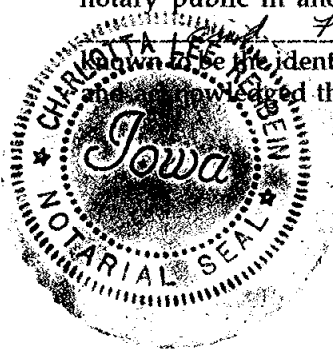
Harold W. Jensen  
Harold W. Jensen

Frieda L. Jensen  
Frieda L. Jensen

M6-2,236

STATE OF IOWA, MADISON COUNTY, ss:

On this 9<sup>th</sup> day of October, 192000, before me the undersigned, a notary public in and for the State of Iowa appeared to me Harold W. Jensen and Frieda L. Jensen known to be the identical persons named in and who executed the within and foregoing instrument, and they acknowledged that they executed the same as their voluntary act and deed.



Charlotte Lee Robinson  
Notary Public