

RETURN TO: CLARE B. PATIN
PO BOX 215
INDIANOLA, IA. 50125-0215

COMPUTER	<input checked="" type="checkbox"/>
RECORDED	<input checked="" type="checkbox"/>
COMPARED	<input type="checkbox"/>

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MICHELLE "MICKI" UTSLER, COUNTY RECORDER
MADISON IOWA

PREPARED BY: HAWKEYE LAND CO. PO BOX 5399 CEDAR RAPIDS, IA. 52406

References to "Grantor" herein shall be modified as appropriate to confer rights of "Grantor" on Iowa Interstate Railroad, Ltd., Heartland Rail Corporation, Rail Development Corp. and, in particular, the easement shall expressly grant Iowa Interstate Railroad, Ltd. and Heartland Rail Corp. and their respective successors and assigns the rights to enforce the covenants and benefit from the indemnities of the "Grantee".

EASEMENT GRANT

KNOW ALL MEN BY THESE PRESENTS:

That **Hawkeye Land Co.**, "Grantor", and pursuant to every other power and authority to him pertaining; in consideration of the sum of TEN AND 00/100 DOLLARS (\$10.00) and other good and valuable consideration in hand paid, does hereby grant, convey and quitclaim unto **Warren Rural Water District**, Grantee, a non exclusive easement for **One [1] 4" Waterline crossing (hereinafter "Waterline")**, and no other purpose, in the County of Madison, State of Iowa, along the course indicated in hatched lines on the print attached hereto marked Exhibit "A", and by reference made a part hereof, legally described on Exhibit "C" attached hereto and by reference made a part hereof.

Grantee's use of the property herein described is made subject to the following terms and conditions which are deemed covenants and shall run with the land:

1. The **Waterline**, when constructed, or if and when the existing **Waterline** shall be replaced, shall be encased in an **Eight [8] inch steel pipe** under the Grantor's tracks and for a distance of Fifty [50] feet on each side of the track, as measured at right angles thereto. Said **Waterline** shall be laid at a substantially uniform grade entirely across the property of the Grantor, and the top of the **Waterline** shall not be less than **Nine [9] feet** below the base of the rail of any tracks, nor at any point hereto, as shown on Exhibit "B" and by reference made a part of this agreement.
2. Grantor shall permit Grantee reasonable right of entry for the purpose of constructing, replacing, repairing, maintaining and operating said **Waterline**.
3. Grantee shall pay the entire cost of constructing, replacing, repairing, maintaining and operating said **Waterline**. All of said work shall be done in a good and workmanlike manner and in accordance with the plans, specifications and profiles, specifically including date of commencement of work, to be prepared by Grantee and submitted in writing for approval to Grantor; and, except in emergencies, until such approval is first had, and such approval shall not be unreasonably withheld, said work upon Grantor's premises shall not be begun by Grantee. Grantor reserves the right to have a representative present, but in no way waives any rights under this easement agreement by failing to have said representative present.
4. Grantor shall have the right to retain existing tracks and other improvements at the location of this easement and shall also have the right at any and all times in the future to construct, maintain and operate over said easement such additional track, tracks and other improvements as he may from time to time elect. Nothing shall be done or suffered to be done by Grantee that will in any manner impair the usefulness or safety of the existing tracks and other improvements of the Grantor or of such track, tracks and other improvements as Grantor may construct in the future across or above said easement. The Grantor reserves the right to grant future easements under, over, across or parallel with the above-described premises.

5. Grantee agrees that before and during the construction, replacement, repair, maintenance or operation of said **Waterline**, or at any other time, Grantor shall have the right to provide such safe and temporary structures as he may deem necessary for safety, caring for and preserving his tracks, buildings or other improvements, and Grantee agrees to pay to Grantor the entire cost of putting in and removing such temporary structures and of restoring the property of Grantor as near as may be to the same condition in which it was before the commencement of the work.

6. Grantee agrees that if, at anytime, Grantor shall change the location or grade of his tracks at any point of crossing or at any point along a parallel course for any purpose whatever, Grantee, at its own expense shall make all changes required by Grantor. If Grantee shall fail, neglect or refuse to make such change for a period of thirty (30) days after receiving written notice from Grantor, then Grantor may forthwith make such change at Grantee's expense.

7. Grantee shall at all times construct, replace, repair, maintain and operate said **Waterline** in a secure, safe and sanitary condition and in accordance with all applicable laws, ordinances, rules and regulations and shall pay promptly when due all taxes levied or assessed upon Grantee or upon Grantee's use and enjoyment of the rights granted herein including income derived there from. If the manner of constructing, replacing, repairing, maintaining and operating said **Waterline** shall at anytime be in violation of any applicable law, rule, regulation or ordinance, then Grantee shall at no cost or expense to Grantor, upon receipt of appropriate notice from a governmental agency having enforcement jurisdiction in the premises make such changes or repairs as shall be necessary. Failure or refusal of Grantee to make the required changes or repairs within the time prescribed by said agency or to make timely payment of taxes shall terminate this easement, provided that it shall not terminate as long as Grantee in good faith and by pursuit of appropriate legal or equitable remedies, enjoins, defends against, appeals from or pursues other lawful measures to avoid the enforcement of said laws, ordinances, rules, regulations or taxes.

8. Grantee agrees that it will at all times defend, indemnify and hold harmless the Grantor, his tenants, his tenants, agents and employees, against all claims, demands, actions and cause of actions, including, but not limited to, judgments, settlements, attorneys' fees and court costs in connection therewith, arising or growing out of loss or damage to property or injury to or death of any persons resulting in any manner from said **Waterline** (irrespective of whether any act or omission to act by Grantor, his tenants, agents or employees, shall cause or contribute thereto), and shall promptly pay to the Grantor the full amount of any loss or damage which the Grantor may sustain, incur or become liable for, and all sums which the Grantor may pay or be compelled to pay in settlement of any claim on account thereof.

9. All rights and interest to said property shall revert to Grantor if Grantee vacates, abandons or ceases to use said easement with the intent to permanently vacate, abandon or cease to use said easement. Upon such permanent abandonment, Grantee, at its own expense, shall remove its improvements and restore said easement premises to their original condition.

10. Notwithstanding anything to the contrary herein, the Grantor shall in no even incur liability to Grantee for the failure of or defect in the title or estate of the Grantor in and to the real estate over, under or along which the above-described easement lies.

11. The grants, covenants and stipulations hereof shall extend to and be binding upon the respective successors and assigns of the parties hereto, including Iowa Interstate Railroad, Ltd. And Heartland Rail Corporation and subsequent owners of the real estate burdened with this easement.

12. Each of the parties hereto agree to execute and deliver unto the other all such documents as may be necessary or appropriate for the effectuation of the provision and intent of this agreement.

IN WITNESS WHEREOF, this instrument is executed this 10 day of June, 2004.

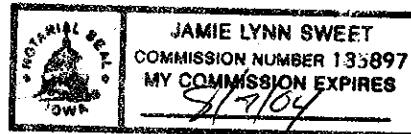
HAWKEYE LAND CO.

By: 
Rick Stickle, Chairman

STATE OF IOWA)
) SS
COUNTY OF LINN)

On this 10 day of June, 2004 before me, the undersigned, a Notary Public in and for said State, personally appeared Rick Stickle, to me personally known, who being by me duly sworn, did say that he is the Chairman of said corporation; that no seal has been procured by the said corporation; that said instrument was signed on behalf of said corporation by authority of its Board of Directors; and that the said Rick Stickle as such officer, acknowledged the execution of said instrument to be the voluntary act and deed of said corporation, by it and by him voluntarily executed.


NOTARY PUBLIC IN AND FOR SAID STATE



16

.158 6,887

Town of Earlham
C.R.16 P.R.Co.

Madison Co. W. U.C. 12-8-1952

20563+
King sign 9+09
3+36 Road King
2+90 CG

NO.15

4+57 Road King
4+13 CG

68W

NO.14

W.X Post 0+33
Relay Post 9+96

20550+007

Rel Post 7+54

NO.13

W.X Post 1+22

□ 389

20542+183

4+60 3*36" 130 Stone Arch

20536+707

W.X Post 7+00

20533+81 PT

1.00 C.L
D. 6.41

20527+12 PC

King sign 9+51
C.G. 3+15

20528+46

6+39 Batteries

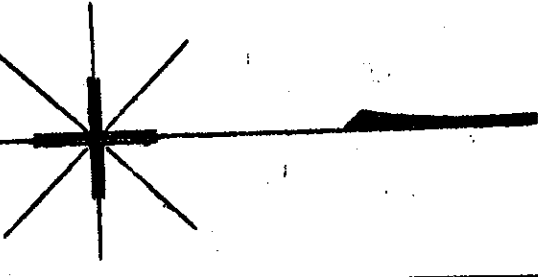
3+74 CG
9+45 Road King

AERIAL WIRE
X'ING

AERIAL WIRE
X'ING

"A"

HAWKEYE LAND CO. EXHIBIT
P.O. BOX 5389
CEDAR RAPIDS, IOWA 52406
310-360-3438
NAME Warren Rural Water District
ADDRESS
CITY, STATE, ZIP
SCALE 1" = 400'
Pct 14
SQ. FT.
ACRES
CF 25



(2) 77N-29W

04-1259
4" waterline

20554+25

68W

48N 82° W 75'

68W

48N 82° W 75'

68W

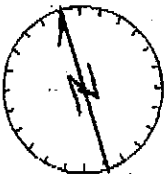
48N 82° W 75'

68W

48N 82° W 75'

16-12 DE VR

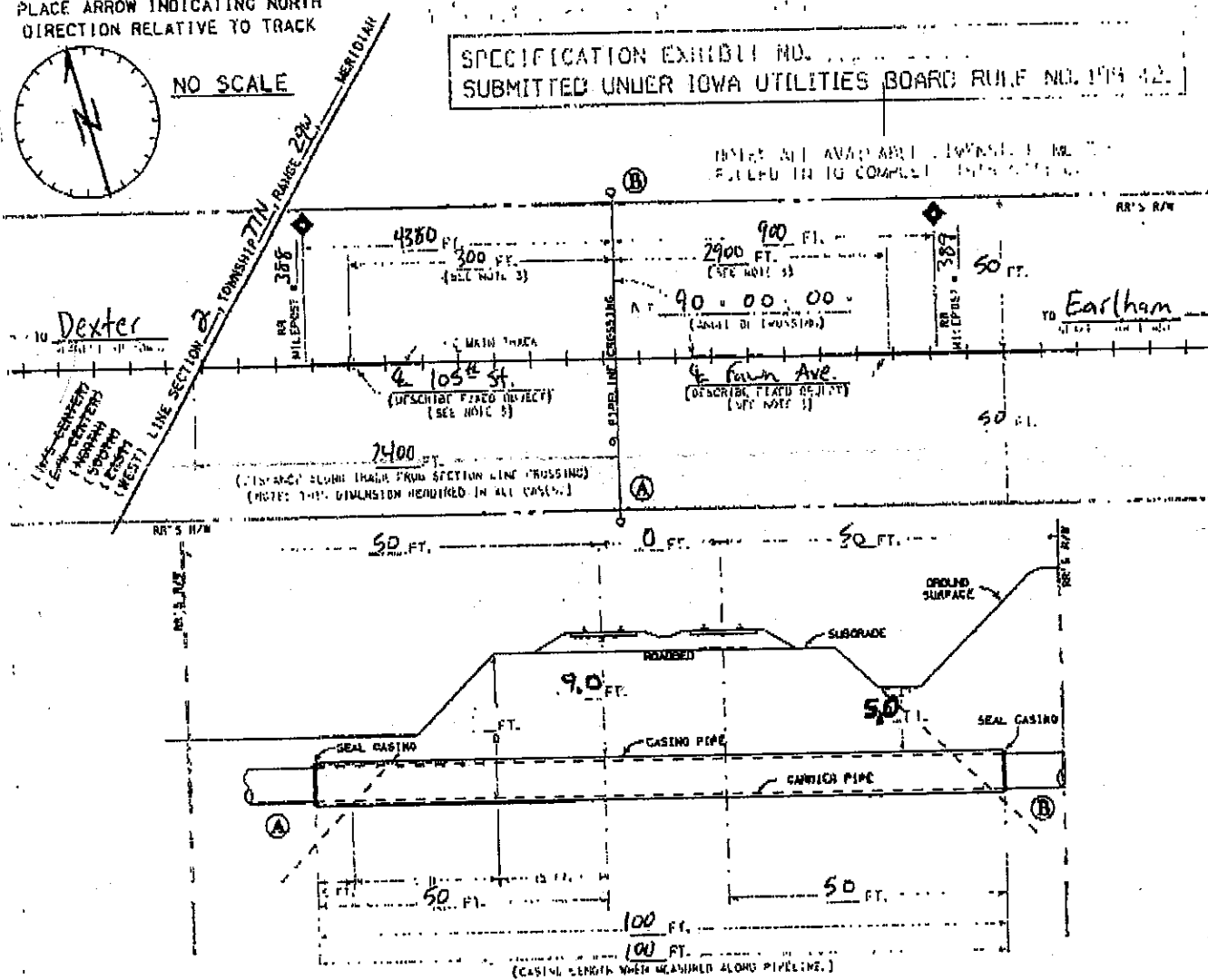
PLACE ARROW INDICATING NORTH DIRECTION RELATIVE TO TRACK



NO SCALE

SPECIFICATION EXHIBIT NO. ... SUBMITTED UNDER IOWA UTILITIES BOARD RULE NO. 174.42.

REFER ALL AVAILABLE INFORMATION TO BE FILED IN IG COMPLIANCE FILE.



- A) IS PIPELINE CROSSING WITHIN PUBLIC ROAD? YES; NO;
- B) IF YES, NAME OF STREET _____
- C) CARRIER PIPE: COMMODITY TO BE CONVEYED WATER; OPERATING PRESSURE 20 PSIG; MAXIMUM OPERATING PRESSURE 120 PSIG; WALL THICKNESS 1/4"; DIAMETER 4"; MATERIAL PVC;
- D) CASING PIPE: WALL THICKNESS 1/4"; DIAMETER 8"; MATERIAL Steel;
- E) METHOD OF INSTALLING CASING PIPE UNDER TRACK(S): DRY BORE AND JACK (PRESSURIZED WET BORE NOT PERMITTED); TUNNEL; OTHER DIRECTIONAL BORE;
- F) WILL CONSTRUCTION BE BY AN OUTSIDE CONTRACTOR? YES; NO;
- G) DISTANCE FROM CENTER LINE OF TRACK TO NEAR FACE OF BORING AND JACKING PITS WHEN MEASURED AT RIGHT ANGLES TO TRACK 50 FT;
- H) PUBLIC UTILITY HAS CONTACTED THE IOWA ONE-CALL AND RAILROAD AND HAS DETERMINED FIBER OPTIC CABLE AND/OR RAILROAD SIGNALS DO; DO NOT; EXIST IN VICINITY OF WORK TO BE PERFORMED.

Peggy N. Crabbs
BY: Peggy N. Crabbs
TITLE: Manager DATE: 5-17-04
5-17-04

EXHIBIT "C"

FILE NO.	04-1259	GRANTEE:	Warren Rural Water District
M.P.	389.17	LOCATION:	Earlham, IA – Madison County
E.P.S.	20551+18 +/-	USE:	One [1] 4" Waterline

A Ten [10] foot non-exclusive easement across the former right-of-way of the Chicago Rock Island & Pacific Railroad Company having a width of 100 feet, now evidenced, monumented, occupied, or recorded in the E ½ of the W ½ of Section Two (2), Township Seventy-seven (77) North, Range Twenty-nine (29) West of the 5th P.M.; the centerline of said easement being described as intersecting the centerline of said Grantor's right-of-way a distance of Two Thousand Five Hundred and Thirty-two (2,532) feet, more or less, East of the West line of said Section 2 as measured along the centerline of said Grantor's right-of-way, all in Madison County, State of Iowa.

Map: 55-4-7

Custodian File: 25

Parcel: 14