

*Call before digging so he can be there to see about tile.
 P. 72 go through bank instead of hay field.
 If any fences to be built he would like to have chance at it.
 tile to be replaced to owners satisfaction*
 Earl S. Evans

This Document Prepared By: Security Abstract & Title Co., Inc., 114 N. 1st Ave., Winterset, Iowa 50273 Telephone: 515-462-1691 **001530**

EASEMENT

BOOK 2001 PAGE 1530

KNOW ALL MEN BY THESE PRESENTS:

COMPUTER
 RECORDED
 COMPARED

2001 APR 18 AM 10:54

MICKI UTSLER
 RECORDER
 MADISON COUNTY, IOWA

REC \$ 5.00
 AUD \$ 1.00
 R.M.F. \$ 1.00

John L. Hanrahan, 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:

The Southwest Fractional Quarter (SW Fr1/4) of the Northwest Fractional Quarter (NW Fr1/4) of Section Thirteen (13), Township Seventy-six (76) North, Range Twenty-six (26) West of the 5th P.M., Madison County, Iowa. ALSO West Fractional Half (W Fr1/2) of the Southwest Fractional Quarter (SW Fr1/4) and the West 1 acres of that part of the East Half (E1/2) of the Southwest Fractional Quarter (SW Fr1/4) lying North of the public highway running east and west through said East Half (E1/2) of the Southwest Fractional Quarter (SW Fr1/4) all in Section Thirteen (13), Township Seventy-six (76) North, Range Twenty-six (26) West of the 5th P.M., Madison County, Iowa. AND The West Half (W1/2) of the Southeast Quarter (SE1/4) of Section Three (3); Northwest Fractional Quarter (NW Fr1/4) of the Northwest Fractional Quarter (NW Fr1/4) of Section Thirteen (13); The Northeast Fractional Quarter (NE Fr1/4) of the Northwest Fractional Quarter of Section Thirteen (13); The Northwest Fractional Quarter (NW Fr1/4) of the Southeast Fractional Quarter (SE Fr1/4) of Section Twelve (12); The Southeast Fractional (SE Fr1/4) of the Northeast Fractional Quarter (NE Fr1/4) of the Southwest Fractional Quarter (SW Fr1/4) of Section Twelve (12); The Southeast Fractional Quarter (SE Fr1/4) of the Southwest Fractional Quarter (SW Fr1/4) of Section Twelve (12); The Southwest Fractional Quarter (SW Fr1/4) of the Southwest Fractional Quarter (SW Fr1/4) of Section Twelve (12), excepting a tract described as follows: Commencing at the Northwest Corner of said fractional 40-acre tract running thence East along the North line of said fractional 40-acre tract 500 feet, thence South 392 feet, thence West approximately 500 feet to the West line of said fractional 40-acre tract, thence North approximately 392 feet to the point of beginning; All of the above being located in Township Seventy-six (76) North, Range Twenty-six (26) West of the 5th P.M., Madison County, Iowa. AND The East Half (E1/2) of the Northwest Fractional Quarter (NW Fr1/4); the Southwest Quarter (SW1/4) of the Southwest Quarter (SW1/4); the East Half (E1/2) of the Southwest Quarter (SW1/4); and the West Half (W1/2) of the Southeast Quarter (SE1/4) of Section Three (3) in Township Seventy-six (76) North, Range Twenty-six (26) West of the 5th P.M., Madison County, Iowa.

and locally known as: 3321 190th St
 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, ^{f.c.} 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 21st day of March, 2001.

John L. Hanrahan
 John L. Hanrahan
 M6-2,048

STATE OF IOWA, MADISON COUNTY, ss:

On this 21st day of March, 2001, before me the undersigned, a notary public in and for the State of Iowa appeared to me John L. Hanrahan

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 S. Evans
 Notary Public
 EARL L. EVANS
 MY COMMISSION EXPIRES
 2004