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R.M.F. \$ 1<sup>00</sup>

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MAY 2001

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

EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

Francis J. Dooley  
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 West Fractional Half (1/2) of the Northeast Fractional Quarter (1/4); the Southwest Quarter (1/4) of the Northwest Fractional Quarter (1/4) and the Northwest Quarter (1/4) of the Southwest Quarter (1/4) of Section Three (3), in Township Seventy-six (76) North, of Range Twenty-six (26) West of the 5th P.M. EXCEPT the West Half of the West Half of the Northeast Quarter of Section Three (3), Township Seventy-six (76) North of Range Twenty-six (26) West of the Fifth P.M., Madison County, Iowa. EXCEPT the East 1/2 of the West Fractional Half (1/2) of the Northeast Fractional Quarter of Section Three (3) in Township Seventy-six (76) North, of the Range Twenty-six (26) West of the 5th P.M. in Madison County, Iowa. EXCEPT Commencing at a point 333 feet West of the Southeast Corner of the West fractional Half (1/2) of the Northeast fractional Quarter (1/4) of Section Three (3), Township Seventy-six (76) North, Range Twenty-six (26) West of the 5th P.M., Madison County, Iowa, thence West 215 feet, thence North 215 feet, thence East 215 feet, thence South 215 feet to the point of beginning, containing one acre more or less. EXCEPT the Northwest Quarter (NW1/4) of the Southwest Quarter (SW1/4) of Section Three (3) in Township Seventy-six (76) North, Range Twenty-six (26) West of the 5th P.M., Madison County, Iowa, subject to easements and restrictions of record if any. EXCEPT the West Fractional Half (1/2) of the Northeast Fractional Quarter (1/4), except the West 215 feet to the East 548 feet of the South 215 feet thereof and except the Southwest Quarter (1/4) of the Southwest Quarter (1/4) of the Northeast Quarter (1/4); and the Southwest Quarter (1/4) of the Northwest Fractional Quarter (1/4); all in Section Three (3), Township Seventy-six (76) North, Range Twenty-six (26) West of the 5th P.M., Madison County, Iowa.

and locally known as: 1661 Upland Trail  
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 18  
day of April, 1901.

Francis J. Dooley  
Francis J. Dooley

Margaret E. Dooley  
Margaret E. Dooley

M6-2141

STATE OF IOWA, MADISON COUNTY, ss:

On this 18<sup>th</sup> day of April, 192001, before me the undersigned, a notary public in and for the State of Iowa appeared to me Francis J. Dooley

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.

NOTARIAL SEAL  
CELIA M. WOOD  
MY COMMISSION EXPIRES  
1-22-02

Celia M. Wood