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R.M.F. \$ 1⁰⁰

This Document Prepared By: Security Abstract & Title Co. Inc., 114 N. 1st Ave. Winterset, **003063**
Iowa 50273 Telephone: 515-462-1691

EASEMENT
COMPUTER
RECORDED
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FILED NO. _____
BOOK **2001** PAGE **3063**
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KNOW ALL MEN BY THESE PRESENTS:

MICKI UTSLER
RECORDER
MADISON COUNTY, IOWA

Jean L. Howe

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 located in the Northeast Quarter (NE 1/4) of the Southeast Quarter (1/4) of Section Twenty-nine (29), Township Seventy-seven (77) North, Range Twenty-six (26) West of the 5th P. M., Madison County, Iowa, described as follows: Beginning at the East Quarter corner of said Section Twenty-nine (29), thence South 00°07'57" west along the east line of said Northeast Quarter (NE 1/4) of the Southeast Quarter (SE 1/4) of said Section Twenty-nine (29), a distance of 992.18 feet; thence South 83°29'31" West a distance of 331.94 feet; thence North 00°06'41" East a distance of 660.01 feet; thence South 83°14'59" West a distance of 332.35 feet; thence North 00°05'23" East a distance of 329.28 feet to a point on the North line of the said Northeast Quarter (NE 1/4) of the Southeast Quarter (SE 1/4), thence North 83°07'42" East along the North line of the said Northeast Quarter (NE 1/4) of the Southeast Quarter (SE 1/4) a distance of 665.12 feet to the Point of Beginning, containing 10.004 acres, more or less,

Union Lane

and locally known as: _____
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. GRANTEE will repair any tile damaged by construction.

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 18th day of June, 2001.

Jean L. Howe

Jean L. Howe

M6-0447

STATE OF IOWA, MADISON COUNTY, ss:

On this 18th day of June, 2001, before me the undersigned, a notary public in and for the State of Iowa appeared to me Jean L. Howe

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.



Teri McNeley

Notary Public