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REC \$ 5⁰⁰
AUD \$ _____
R.M.F. \$ 1⁵⁰
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NICKI UTSLER
RECORDER
MADISON COUNTY, IOWA

This Document Prepared By: Security Abstract & Title Co. Inc., 114 N. 1st. Ave., Winterset, Iowa 50273 Telephone: 515-467-1691

EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

Jan E. Yearian

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:

Parcel "A" located in the West half of the SW1/4 of Section 13, T77N, R26W of the 5th P.M., Madison County, Iowa, more particularly described as follows: Commencing at the SW corner of section 13, T77N, R26W of the 5th P.M., Madison County, Iowa; thence North 0°01'08" East along the West line of the SW1/4 of said section 13, 895 feet to the point of beginning; thence North 84°06'50" East 235 feet; thence South 0°01'08" West 520 feet; thence North 84°06'50" East 35 feet; thence South 0°01'08" West 375 feet to the South line of the Southwest Quarter of said Section 13; thence North 84°06'50" East along the said South line 199.58 feet; thence North 0°00'00" East 2037.91 feet; thence South 84°34'15" West 468.53 feet to the West line of the SW1/4 of said section 13; thence South 0°01'08" West 1146.73 feet to the point of beginning containing 16.755 Acres including 0.189 Acres of County Road Right-of-Way.

and locally known as: 3327 130th
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 7 day of Sept., 2001.

Jan E. Yearian
Jan E. Yearian

M6-2,037

STATE OF IOWA, MADISON COUNTY, ss:

On this 7 day of September, 192001, before me the undersigned, a notary public in and for the State of Iowa appeared to me Jan E. Yearian

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.

Patricia E. Miller
Notary Public

