

2003 JUL 15 PM 3:02

NICKI UTSLER
RECORDER
MADISON COUNTY, IOWA

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

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

This Document Prepared By: Security Abstract & Title Co, Inc., 114 N. 1st Ave., Winterset, Iowa 50273 Telephone: 515-462-1691
Return to: Warren Water, Inc., 1204 E. 2nd St., Indianola, IA 50126 Telephone: 515-962-1200

EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

Verlan E. Rouw,
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:

All that part of the Southeast Quarter (1/4) of the Southeast Quarter (1/4) of Section Three (3) which lies West of the right of way of the Chicago, Rock Island and Pacific Railroad Company, and the West Half (1/2) of the Northeast Quarter (1/4) and the East One-eighth (1/8) of the Northwest Quarter (1/4) and all that part of the Southeast Quarter (1/4) of the Northeast Quarter (1/4) and of the West Half (1/2) of the Northeast Quarter (1/4) of the Northeast Quarter (1/4) which lies West of the right of way of said Railroad Company, of Section Ten (10), all in Township Seventy-six (76) North, Range Twenty-eight (28) West of the 5th P.M., Madison County, Iowa,

and locally known as: 1963-175th
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 9th
day of July, 2003.

Verlan E. Rouw
Verlan E. Rouw

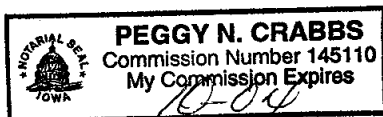
M7-0304

STATE OF IOWA, Madison COUNTY, ss:

On this 9th day of July, 2003, before me the undersigned, a notary public in and for the State of Iowa appeared to me Verlan E. Rouw

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.

Peggy N. Crabbs
Notary Public



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