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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 50125 Telephone: 515-962-1200

MICKI UTSLER
RECORDER
MADISON COUNTY, IOWA

EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

Randall E. Richardson and Jerrilyn K. Richardson, 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 "B", located in the East Half of the Southeast Quarter of Section 18, Township 77 North, Range 28 West of the 5th P. M., Madison County, Iowa, more particularly described as follows: Commencing at the East Quarter corner of Section 18, Township 77 North, Range 28 West of the 5th P. M., Madison County, Iowa; thence South 0°00'00" West, 1195.47 feet along the East line of the Southeast Quarter of said Section 18 to the Point of Beginning; thence South 0°00'00" West, 1138.56 feet along the East line of the Southeast Quarter of said Section 18; thence North 77°56'50" West, 406.97 feet; thence North 0°00'00" East, 1053.58 feet; thence North 90°00'00" East, 398.00 feet to the Point of Beginning. Said Parcel contains 10.015 acres, including 1.042 acres of County Road right-of-way,

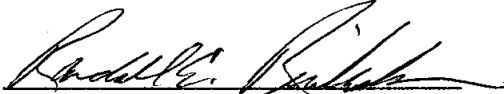
and locally known as: 1265 Heritage
together with the right of ingress and egress over the adjacent lands of the GRANTORS, their successors and assigns, for the purposes of this easement.

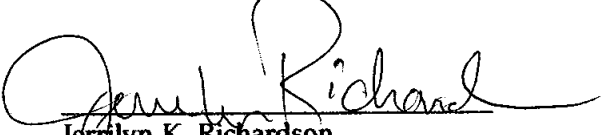
The Easement shall be 32 feet in width, the centerline of which shall be the water pipeline and the necessary appurtenances thereto.

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 27 day of June, 2003.


Randall E. Richardson


Jerrilyn K. Richardson

M7-0473

STATE OF IOWA, Dolk COUNTY, ss:

On this 27 day of June, 2003, before me the undersigned, a notary public in and for the State of Iowa appeared to me Randall E. Richardson and Jerrilyn K. Richardson 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.

JASON GRANT
Commission Number 713008
Expires
2004


Notary Public

JASON GRANT
Commission Number 713008
My Commission Expires
October 11, 2004

P.D