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This Document Prepared By: Security Abstract & Title Co., Inc., 114 N. 1st Ave., Waterloo, Iowa 50273 Telephone: 319-245-1111
J. HILLE UTSLER
RECORDER
MADISON COUNTY, IOWA

EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

James A. Ross

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 North 21 rods and 6 feet of the Southwest Quarter (1/4), and the Northwest Quarter (1/4), of Section Fifteen (15) in Township Seventy-seven (77) North, Range Twenty-nine (29) West of the 5th P.M., Madison County, Iowa, except one acre described as follows: Commencing at a point 17 rods East of the Northwest corner of the East Half (1/2) of said Northwest Quarter (1/4), and running thence South 4 rods, thence East 40 rods, thence North 4 rods, thence West 40 rods to the place of beginning; and EXCEPT a parcel of land in the Northwest Quarter (1/4) of Section Fifteen (15) in Township Seventy-seven (77) North, Range Twenty-nine (29) West of the 5th P.M., Madison County, Iowa, described as follows: Commencing at the Southwest corner of said Northwest Quarter (1/4); thence North 00° 00' East 253.0 feet on the west line thereof to the point of beginning; thence North 00° 00' East 736.6 feet on said west line; thence South 89° 35' East 658.2 feet; thence South 01° 25' West 735.0 feet; thence South 89° 45' West 640.0 feet to the point of beginning, containing 10.965 acres, more or less, subject to easements of record,

and locally known as:

120th St

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 10th day of Feb 2000

James A. Ross
James A. Ross

M6-2338

STATE OF IOWA, MADISON COUNTY, ss:

On this 10th day of Feb, 2000, before me the undersigned, a notary public in and for the State of Iowa appeared to me James A. Ross

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.

Earl L. Evans
Notary Public

1016 Pitzer Rd

758-2136

Stay within 10 to 15' from fence
Don't run all over hay ground.

DEED RECORD 140

