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

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MICKI UTSLER
RECORDER
MADISON COUNTY, IOWA

This Document Prepared By: Security Abstract & Title Co., Inc., 114 N. 1st Ave., Winterset, Iowa 50273 Telephone 515-462-1621

EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

Rosalie A. Dunham

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 East Half (1/2) of the Northwest Quarter (1/4) of the Southwest Quarter (1/4) and the South Half (1/2) of the Northeast Quarter (1/4) of the Southwest Quarter (1/4) of Section Thirteen (13) in Township Seventy seven (77) North, Range Twenty-seven (27) West of the 5th P.M., Madison County, Iowa, except commencing at a point 1320 feet West and 660 feet South of the Northeast corner of the Northeast Quarter (1/4) of the Southwest Quarter (1/4) of said Section Thirteen (13), thence East 513 feet to the point of beginning, thence South 24°24' East 493.81 feet, thence North 79°45' East 612.79 feet, thence North along the East side of said 40 acre tract to a point 660 feet South of the Northeast corner of the Northeast Quarter (1/4) of the Southwest Quarter (1/4), thence West 807 feet to the point of beginning and containing 6.52 acres more or less including the present highway

1265 Badger Creek Rd

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.

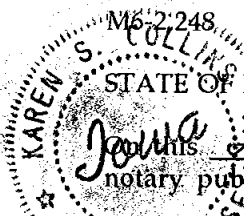
The Easement shall be 32 feet in width, the centerline of which shall be the water pipeline and the necessary appurtenances thereto.

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 23 day of January, 2001

Rosalie A. Dunham
Rosalie A. Dunham



STATE OF IOWA, MADISON COUNTY, ss:

23rd day of January, 2001, before me the undersigned, a notary public in and for the State of Iowa appeared to me Rosalie A. Dunham

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.

Karen S. Collins
Notary Public