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

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MICHELLE UTSLER
RECORDER
MADISON COUNTY, IOWA

This Document Prepared By: Security Abstract & Title Co., Inc., 114 N. 1st Ave., Winterset, Iowa 50273 Telephone 641-244-1991

EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

Raymond E. Rickets

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 Southwest Quarter (1/4) of the Northeast Quarter (1/4) of the Southeast Quarter (1/4) of Section Nineteen (19), and a tract of land described as follows: Commencing at the Northeast corner of the South Half (1/2) of the Southeast Quarter (1/4) of Section Nineteen (19) and running thence West 96 rods, thence South 55 rods, thence East 8 rods, thence South 25 rods, thence East 88 rods, thence North to the place of beginning; also the East 60 acres of the North Half (1/2) of the Northeast Quarter (1/4) of Section Thirty (30), excepting therefrom the following-described tract, to-wit: Commencing at the Southeast corner of the East Half (1/2) of the Northwest Quarter (1/4) of the Northeast Quarter (1/4) of Section Thirty (30) and running thence N 13 rods, thence W 12 1/2 rods, thence S 13 rods, thence E 12 1/2 rods to place of beginning; all in Township Seventy-five (75) North, Range Twenty-six (26), West of the 5th P.M., Madison County, Iowa,

and locally known as:

260th

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, the 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 28 day of Feb., 1998.

Raymond E. Rickets
Raymond E. Rickets

M5-293

STATE OF IOWA, MADISON COUNTY, ss:

On this 28 day of Feb., 1998 before me the undersigned, a notary public in and for the State of Iowa appeared to me Raymond E. Rickets

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.



James R. Halterman
Notary Public

vm
M5-293