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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: 515-462-1691

EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

Jeffrey R. Clingan and Vickie Ann Goldsmith, 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:

That part of the Northwest Quarter (NW1/4) of the Northeast Quarter (NE1/4) of Section Sixteen (16), Township Seventy-seven (77) North, Range Twenty-six (26) West of the 5th P.M., Madison County, Iowa, described as follows: Beginning at the North Quarter corner of Section Sixteen (16); thence North 84°17' East (the West line of said Northwest Quarter (NW1/4) of Northeast Quarter (NE1/4) is assumed to bear North 00°00' East for the purpose of this description only) along the North line of said Northwest Quarter (NW1/4) of the Northeast Quarter (NE1/4) 1,010.00 feet, thence South 00°00' West 661.11 feet, thence South 84°14' West 1,010.08 feet to the West line of said Northwest Quarter (NW1/4) of the Northeast Quarter (NE1/4); thence North 00°00' East, along said West line, 661.93 feet to the point of beginning; containing 15.262 acres, more or less, including 1.241 acres for road right of way over the North and West 33 feet thereof.

and locally known as: 1208 Upland  
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 24<sup>th</sup> day of July, 2000

Jeffrey R. Clingan  
Jeffrey R. Clingan

Vickie Ann Goldsmith  
A/K/A Vickie Ann Goldsmith  
Vickie Ann Goldsmith Clingan

M6-2165  
STATE OF IOWA, Dallas MADISON COUNTY, ss:

On this 24<sup>th</sup> day of July, 2000, before me the undersigned, a notary public in and for the State of Iowa appeared to me Jeffrey R. Clingan & Vickie Ann Goldsmith A/K/A Vickie Goldsmith Clingan 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.

AUDREY C. YEOMANS  
MY COMMISSION EXPIRES  
10-25-2001

Audrey C. Yeomans  
Notary Public