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R.M.F. \$ 1.00  
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FILED NO. 005759  
BOOK 140 PAGE 894  
2000 AUG 30 AM 11:46  
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:

Mae E. Martens and Samuel H. Braland as Trustees of the Mae E. Martens Trust, and Frederick R. Martens and Helen I. Martens,

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 West Half of the Northeast Quarter (W 1/2 NE 1/4) of Section Fourteen (14), and the South Half of the Northeast Quarter (S 1/2 NE 1/4), and the Northeast Quarter of the Northeast Quarter (NE 1/4 NE 1/4), and the Southeast Quarter (SE 1/4) of Section Eleven (11), and the West 20 Acres of the Southwest Quarter (W 20A. SW 1/4) of Section Twelve (12); all in Township Seventy-seven (77) North of Range Twenty-eight (28) West of the 5th P.M., Madison County, Iowa,

and locally known as:  Hwy 169   
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, <sup>P.B.</sup> ~~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  21st   
day of  July ,  2000 .

Mae E. Martens, Trustee  
Mae E. Martens, Trustee

Samuel H. Braland, Trustee  
Samuel H. Braland, Trustee

Frederick R. Martens  
Frederick R. Martens

Helen I. Martens  
Helen I. Martens

M6-165

STATE OF IOWA, MADISON COUNTY, ss:

On this  21st  day of  July ,  2000 , before me the undersigned, a notary public in and for the State of Iowa appeared to me  Samuel H. Braland, Mae E. Martens, Frederick R. Martens, Helen I. Martens  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  
IOWA  
MY COMMISSION EXPIRES  
2001

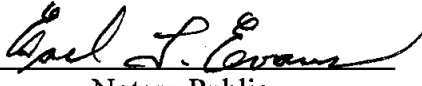
Earl L. Evans  
NOTARY PUBLIC  
IOWA  
158-2904

Carla J. Vasey  
Notary Public

Stay as close to fence as possible.

STATE OF IOWA, WARREN COUNTY, ss:

On this 12<sup>th</sup> day of August, 2000, before me, the undersigned, a Notary Public in and for said State, personally appeared Mae E. Martens and Samuel H. Braland as Trustees of the Mae E. Martens Trust to me known to be the identical persons named in and who executed the foregoing instrument and acknowledged that they as trustees, executed the foregoing instrument as their voluntary act and deed.

  
Notary Public

