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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: 515-462-1691

EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

Jeffrey

Jeffery D. Reynolds and Sandra M. Reynolds,

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:

A parcel of land in the Southwest Quarter of the Northeast Quarter of Section 15, Township 77 North, Range 28 West of the 5th Principal Meridian, Madison County, Iowa, more particularly described as follows: Commencing at the East Quarter Corner of Section 15, T77N, R28W of the 5th P.M., Madison County, Iowa; thence, along the Quarter Section Line, North 90°00'00" West, 1312.42 feet to the point of beginning. Thence continuing North 90°00'00" West, 547.48 feet; thence North 01°15'07" West, 242.62 feet; thence South 89°32'01" East 216.28 feet; thence North 00°00'00", 139.18 feet, thence North 90°00'00" East, 319.71 feet, thence South 02°31'52" East, 380.35 feet to the point of beginning. Said parcel of land contains 4.047 Acres including 0.484 Acres of public road right of way,

and locally known as:

1975-120th

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 6th day of October, 2000

Jeffery D. Reynolds
Jeffrey D. Reynolds
Jeffrey

Sandra M. Reynolds
Sandra M. Reynolds

M6-133

STATE OF IOWA, MADISON COUNTY, ss:

On this 6th day of October, 2000, before me the undersigned, a notary public in and for the State of Iowa appeared to me Jeffrey D. Reynolds and Sandra M. Reynolds 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.

Peggy J. Crabb
Notary Public

