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R.M.F. \$ 12 COMPANED \_\_\_\_\_

MICKI UTSLER  
RECORDER

This Document Prepared By: Security Abstract & Title Co, Inc., 114 N. 1st Ave., Winterset, Iowa 50273 Telephone: 515-462-1691  
MADISON COUNTY, IOWA

**EASEMENT**

KNOW ALL MEN BY THESE PRESENTS:

Dennis W. Trammell

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 NW1/4 of the SW1/4 of Section 10, Township 77 North, Range 27 West of the Fifth P.M., Madison County, Iowa, more particularly described as follows: Beginning at the West Quarter Corner of Section 10, in Township 77 North, Range 27 West of the Fifth P.M., Madison County, Iowa, thence along the West line of the SW1/4 of said Section 10, South 00°00'00", 367.37 feet, thence South 90°00'00" East, 192.00 feet, thence North 00°00'00", 112.41 feet, thence North 69°55'41" East, 78.26 feet, thence South 88°53'29" East, 584.50 feet, thence North 77°43'20" East, 361.82 feet, thence North 00°35'17" East, 137.39 feet to the North line of the NW1/4 of the SW1/4 of said Section 10, thence along said North line, North 88°48'25" West, 1,205.11 feet to the point of beginning, said parcel contains 6.450 acres including 0.337 acres of county road right of way

1146 Prairieview

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 4<sup>th</sup> day of October, 192000.

Dennis W. Trammell  
Dennis W. Trammell

M6-2,233

STATE OF IOWA, MADISON COUNTY, ss:

On this 4<sup>th</sup> day of October, 2000, before me the undersigned, a notary public in and for the State of Iowa appeared to me \_\_\_\_\_  
Dennis W. Trammell

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.

Aeggy K. Cusker  
Notary Public

