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This Document Prepared By: Security Abstract & Title Co. Inc., 114 N. 1st Ave., Winterset, Iowa 50273 Telephone 515-902-1691
MICKI UTSLER
RECORDED
MADISON COUNTY, IOWA

EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

Timmy L. Kendall and Jennifer L. Kendall, 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 West Half (1/2) of the Southwest Quarter (1/4) of Section Fourteen (14), and in the Southeast Quarter (1/4) of the Southeast Quarter (1/4) of Section Fifteen (15), all in Township Seventy-seven (77) North, Range Twenty-eight (28) West of the 5th P.M., Madison County, Iowa, more particularly described as: Commencing at the Northeast corner of said West Half (1/2) of the Southwest Quarter (1/4); thence along the East line of said West Half (1/2), South 00°41'06" East 674.48 feet to the Point of Beginning; thence continuing South 00°41'06" East 960.66 feet; thence South 85°47'53" West 1371.13 feet; thence parallel with and 33 feet West of the East line of the Southeast Quarter (1/4) of the Southeast Quarter (1/4) of said Section Fifteen (15), North 00°16'37" West 414.76 feet; thence South 89°46'26" East 66 feet; thence parallel with and 33 feet East of the West line of the Northwest Quarter (1/4) of the Southwest Quarter (1/4) of said Section Fourteen (14), North 00°16'37" West 646.21 feet; thence North 89°59'00" East 1295.10 feet to the Point of Beginning, containing 30.683 acres, more or less, including 0.729 acres of public road right-of-way,

and locally known as: 1275 Hogback Bridge
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 22 day of SEPTEMBER, ~~X~~ 2000

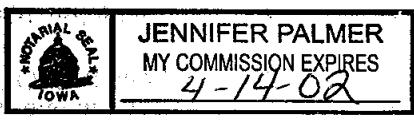
[Signature]
Timmy L. Kendall

[Signature]
Jennifer L. Kendall

M6-136

STATE OF IOWA, MADISON COUNTY, ss:

On this 2nd day of Oct., 2000, before me the undersigned, a notary public in and for the State of Iowa appeared to me Jennifer L. Kendall,
Timmy L. Kendall
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.


JENNIFER PALMER
MY COMMISSION EXPIRES
4-14-02

[Signature]
Notary Public