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This Document Prepared By: Security Abstract & Title Co. Inc., 114 N. 1st. Ave., Winterset, Iowa 50273 Telephone: ~~515-362-1629~~ SLER

RECORDER
MADISON COUNTY, IOWA

EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

Jimmy R. Harvey and Sheryl M. Harvey, 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 Northeast Quarter (NE1/4) of the Northwest Quarter (NW1/4) of Section Two (2), Township Seventy-six (76) North, Range Twenty-seven (27) West of the Fifth Principal Meridian, Madison County, Iowa, described as follows: Beginning at the northwest corner of the Northeast Quarter (NE1/4) of the Northwest Quarter (NW1/4) of said Section Two (2); thence on an assumed bearing South 89°40'27" East along the north line of said Northeast Quarter (NE1/4) of the Northwest Quarter (NW1/4) a distance of 409.18 feet; thence South 00°00'00" East 948.01 feet; thence North 87°44'27" West 4.41 feet; thence North 78°20'16" West 413.29 feet; thence North 00°00'00" West 866.62 feet to the northwest corner of said Northeast Quarter (NE1/4) of the Northwest Quarter (NW1/4) and the point of beginning. Said tract contains 8.53 acres and is subject to Madison County Highway Easement over the northerly 0.31 acres thereof.

and locally known as: 1160th St.
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 13 day of October, ~~19~~ 2000

Jimmy R. Harvey
Jimmy R. Harvey

Sheryl M. Harvey
Sheryl M. Harvey

M6-2,257

STATE OF IOWA, MADISON COUNTY, ss:

On this 13 day of October, 2000, before me the undersigned, a notary public in and for the State of Iowa appeared to me Jimmy R. Harvey ~~Sheryl M. Harvey~~

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.

2692 Cumming Rd.
Van Meter
462-3416

Jacquelyn L. Greig
Notary Public

