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FILED NO. 007112
BOOK 144 PAGE 387
2000 NOV 20 PM 1:52

This Document Prepared By: Security Abstract & Title Co., Inc., 114 N. 1st Ave., Winterset, Iowa 50273 Telephone: 515-462-4691

RECORDER
MADISON COUNTY, IOWA

EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

Andrew P. Conner and Sharon K. Conner, 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 tract of land in the Northwest Quarter of the Northeast Quarter of Section 27, Township 77 North, Range 26 West of the 5th Principal Meridian, Madison County, Iowa, more particularly described as follows: Commencing at the North Quarter Corner of Section 27, T77N, R26W of the 5th P.M., Madison County, Iowa; thence South 00°00'00" 1,300.50 feet along the west line of the NE1/4 of said Section 27; thence South 90°00'00" East 65.00 feet to the point of beginning. Thence North 24°01'00" East 221.14 feet; thence North 38°39'36" West 160.08 feet; thence North 00°00'00" 259.48 feet; thence South 45°32'42" East 247.72 feet; thence North 85°43'52" East 383.52 feet; thence South 00°00'00" 381.05 feet; thence South 83°43'00" West 552.50 feet to the point of beginning. Said tract of land contains 5.000 Acres.

and locally known as: 3224 140th 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 3rd day of November, 2000.

Andrew P. Conner
Andrew P. Conner

Sharon K. Conner
Sharon K. Conner

M6-2,034

STATE OF IOWA, MADISON COUNTY, ss:

On this 3rd day of November, 2000, before me the undersigned, a notary public in and for the State of Iowa, appeared to me Andrew P. Conner, Sharon K. Conner 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 CRABBS
MY COMMISSION EXPIRES
10-01

Peggy K. Crabbs
Notary Public