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R.M.F. \$ 1<sup>00</sup>

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2000 DEC -5 AM 10:45

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:

Howell Tree Farms, Inc.

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 South Half of the Northeast Quarter, and in the North Half of the Southeast Quarter, all in Section 22, Township 77 North, Range 26 West of the 5th Principal Meridian, Madison County, Iowa, more particularly described as follows: Beginning at the Center of Section 22, T77N, R26W of the 5th P.M., Madison County, Iowa; thence along the West line of the NE1/4 of said Section 22, North 00°00'00" 870.07 feet; thence North 90°00'00" East, 1425.75 feet; thence South 00°00'00", 897.90 feet; thence South 90°00'00" West, 1425.76 feet to the West line of the SE1/4 of said Section 22; thence along said West line, North 00°01'18" East, 27.83 feet to the point of beginning. Said parcel of land contains 29.389 Acres including 1.342 Acres of County Road Right of Way.

and locally known as: 3144 Cumming (2)  
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<sup>th</sup> day of November, 2000.

Howell Tree Farms Inc.  
Howell Tree Farms, Inc. \_\_\_\_\_  
Chris Howell \_\_\_\_\_

M6-2130

STATE OF IOWA, MADISON COUNTY, ss:

On this 13<sup>th</sup> day of November, 2000, before me the undersigned, a notary public in and for the State of Iowa appeared to me \_\_\_\_\_

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.



Notary Public

CORPORATE ACKNOWLEDGMENT

STATE OF IOWA, ss:

On this 13th day of November, 2000 before me, the undersigned a Notary Public, personally appeared CHRIS HOWELL to me personally known, who being by me duly sworn, did say that he is the PRESIDENT, of said corporation, that said instrument was signed on behalf of said corporation by authority of its Board of Directors; and that the said CHRIS HOWELL as such officer, acknowledged the execution of said instrument to be the voluntary act and deed of said corporation, by it and by them voluntarily executed.

  
\_\_\_\_\_  
NOTARY PUBLIC

