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REC \$ 5<sup>00</sup>  
AUD \$  
R.M.F. \$ 1<sup>00</sup>

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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:

Thomas L. Roach and Mary A. Roach, 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 Southeast Quarter of Section 11, Township 77 North, Range 26 West of the Fifth Principal Meridian, Madison County, Iowa described as follows: Commencing at the Southwest corner of the Southeast Quarter of said Section 11; thence on an assumed bearing of North 83 degrees 41 minutes 28 seconds East along the South line of said Southeast Quarter 513.87 feet to the point of beginning; thence North 00 degrees 20 minutes 54 seconds West 467.95 feet; thence North 83 degrees 41 minutes 28 seconds East 467.95 feet; thence South 00 degrees 20 minutes 54 seconds East 467.95 feet to the South line of said Southeast Quarter; thence South 83 degrees 41 minutes 28 seconds West along said south line 467.95 feet to the point of beginning. Said tract contains 5.00 acres and is subject to a Madison County Highway Easement over the southerly 0.64 acres thereof.

and locally known as: Cumming Rd.  
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 31<sup>st</sup> day of October, 19 2000

Thomas L. Roach  
Thomas L. Roach

Mary A. Roach  
Mary A. Roach

M6-2,077

STATE OF IOWA, MADISON COUNTY, ss:

On this 31<sup>st</sup> day of October, 19 2000, before me the undersigned, a notary public in and for the State of Iowa appeared to me Thomas L. Roach and Mary A. Roach 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.

Shelly J. ...  
Notary Public

