

P.18

EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

David Lloyd Roach and Dee 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:

Parcel "A", located in the Northeast Quarter (1/4) of the Northeast Quarter (1/4) of Section 11, Township 77 North, Range 26 West of the 5th P.M., Madison County, Iowa, more particularly described as follows: Commencing at the Northeast corner of Section 11, Township 77 North, Range 26 West of the 5th P.M., Madison County, Iowa; thence South 83° 51' 58" West along the North line of the Northeast Quarter (1/4) of the Northeast Quarter (1/4) of said Section 11, 365.00 feet to the Point of Beginning; thence South 83° 51' 58" West along the North line of the Northeast Quarter (1/4) of the Northeast Quarter (1/4) of said Section 11, 363.60 feet; thence South 0° 00' 00" West, 361.50 feet; thence North 83° 51' 58" East, 363.60 feet; thence North 0° 00' 00" East, 361.50 feet to the Point of Beginning. Said Parcel contains 3.000 acres, including 0.275 acres of County Road right-of-way,

and locally known as: 3296-110^{eb}
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 19
day of November, 2000.

David Lloyd Roach
David Lloyd Roach

Dee A. Roach
Dee A. Roach

M6-0313

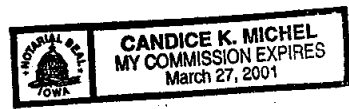
STATE OF IOWA, MADISON COUNTY, ss:

On this 21st day of November, 2000, before me the undersigned, a notary public in and for the State of Iowa appeared to me David Lloyd Roach and Dee 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.

Candice K. Michel
Notary Public

COMPUTER
RECORDED
COMPARED



FILED NO. 007589
BOOK 144 PAGE 587

REC \$ 5.00
AUD \$ 1.00
R.M.F. \$ 1.00

2000 DEC 19 AM 11:14
MICKI UTSLER
RECORDER
MADISON COUNTY, IOWA