

This Document Prepared By: Security Abstract & Title Co. Inc., 114 N. 1st Ave., Winterset, Iowa 50273. Telephone: 515-462-1691

**EASEMENT**

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

MICKI UTSLER  
RECORDER  
MADISON COUNTY, IOWA

COMPUTER   
RECORDED   
COMPARED \_\_\_\_\_

KNOW ALL MEN BY THESE PRESENTS:

Glenn Earl Estell and Catherine J. Estell, 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:

Southeast Quarter (1/4) Northeast Quarter (1/4) of Section Twenty-three (23) and the Southwest Quarter (1/4) Northwest Quarter (1/4) of Section Twenty-four (24), Township Seventy-six (76) North, Range Twenty-six (26) West of the 5th P.M., except a parcel of land described as beginning at the Northwest corner of said Southwest Quarter (1/4) Northwest Quarter (1/4) of Section Twenty-four (24), thence South along the West line of said Section Twenty-four (24), 281.8 feet, thence South 85°48' East 513.1 feet, thence South 84°40' East 400 feet thence South 77°44' East 176 feet thence South 81°15' East 200 feet thence North 00°46' West 596.7 feet to the North line of said Southwest Quarter (1/4) Northwest Quarter (1/4) thence South 82°17' West 1283.3 feet to the point of beginning

and locally known as: 1950 Winwood Trl.  
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 12<sup>th</sup> day of December, 19 2000

Glenn Earl Estell  
Glenn Earl Estell

Catherine J. Estell  
Catherine J. Estell

M6-2,025

STATE OF IOWA, MADISON COUNTY, ss:

On this 12<sup>th</sup> day of December, 2000, before me the undersigned, a notary public in and for the State of Iowa appeared to me Glenn Earl Estell, Catherine J. Estell 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.

135 Fillmore St.  
Norwalk

Carolyn Goodrich  
Notary Public

