

REC \$ 5⁰⁰
AUD \$ _____
R.M.F. \$ 1⁰⁰

COMPUTER
RECORDED
COMPARED _____

BOOK 2001 PAGE 503

2001 FEB 14 PM 12:16

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:

William H. Smith and Teresa J. Smith, 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:

The North 1168.0 Feet of the West 1690 Feet of Government Lot Two (2), Section Nineteen (19), in Township Seventy-seven (77) North, Range Twenty-six (26) West of the 5th P.M., Madison County, Iowa, more particularly described as: Commencing at the Northwest corner Section Nineteen (19), in Township Seventy-seven (77) North, Range Twenty-six (26) West of the 5th P.M., Madison County, Iowa, thence South 0°13' West 1329.7 Feet to a Point of Beginning, thence North 83°28' East 1690.0 Feet, thence South 0°13' West 1168.0 Feet, thence South 83°28' West 1690.0 Feet, North 0°13' East 1168.0 Feet, to the Point of Beginning, containing 45.0 Acres, including 0.88 of County Road

and locally known as: 1334 Badger Creek
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 day of January, ~~19~~ 2001

William H. Smith
William H. Smith

Teresa J. Smith
Teresa J. Smith

M6-2,249

Folk
STATE OF IOWA, MADISON COUNTY, ss:

On this 31st day of January, 2001, before me the undersigned, a notary public in and for the State of Iowa appeared to me William H. Smith and Teresa J. Smith 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.

My Commission Expires
February 20, 2003

Sandra J. Walter
Notary Public