

MICHELLE "MICKI" UTSLER, COUNTY RECORDER
MADISON IOWA

This Document Prepared By: Security Abstract & Title Co, Inc., 114 N. 1st Ave., Winterset, Iowa 50273 Telephone: 515-462-1691
Return to: Warren Water, Inc., 1204 E. 2nd St., Indianola, IA 50125 Telephone: 515-962-1200

Elgin Patin Parker
PO 215

COMPUTER	<input checked="" type="checkbox"/>
RECORDED	<input checked="" type="checkbox"/>
COMPARED	<input checked="" type="checkbox"/>

EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

Kevin E. Butts and Joni L. Butts,
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" in the Northeast Quarter of the Southeast Quarter of Section 27, Township 77 North, Range 29 West of the 5th P.M., Madison County, Iowa, more particularly described as follows: Commencing at the East Quarter Corner of Section 27, Township 77 North, Range 29 West of the 5th P.M., Madison County, Iowa; thence South 00°00'00" East 877.47 feet along the East line of the Southeast Quarter of said Section 27 to the Point of Beginning; thence South 88°28'26" West 410.59 feet; thence South 07°05'28" West 321.69 feet; thence South 87°36'36" East 450.55 feet to the East line of said Southeast Quarter; thence North 00°00'00" East 348.95 feet along the centerline of a County Road to the Point of Beginning containing 3.302 acres including 0.324 acres of County Road right-of-way,

and locally known as: 1475 Edmwood Ave
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 23
day of July, 2004.

Kevin E. Butts
Kevin E. Butts

Joni L. Butts
Joni L. Butts

M7-0446

STATE OF IOWA, Warren COUNTY, ss:

On this 23rd day of July, 2004, before me the undersigned, a notary public in and for the State of Iowa appeared to me Kevin E. Butts and Joni L. Butts

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.

Celia M. Wood
Notary Public

