

REC \$ 5.00  
AUD \$  
R.M.F. \$ 2.00

FILED NO 002111  
BOOK 2001 PAGE 2111

COMPUTER 2001 MAY 24 PM 1:28

RECORDED ✓  
COMPARED ✓ 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:

MFC Partnership.

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 East One-half of Section 22, except beginning at the center of Section 22, T77N, R26W of the 5th P.M., Madison County, Iowa; thence along the West line of the NE 1/4 of said Section 22, North 00°00'00" 870.07 feet; thence North 90°00'00" East, 1,425.75 feet; thence South 00°00'00", 897.90 feet; thence South 90°00'00" West, 1425.76 feet to the West line of the SE1/4 of said Section 22; thence along said West line, North 00°01'18" East, 27.83 feet to the point of beginning. Said parcel of land contains 29.389 Acres including 1.342 Acres of County Road Right-of-Way; the Northwest Quarter of Section 23; the West One-Half of the Southwest Quarter of Section 23; the North 30 Acres of the Northeast Quarter of the Southwest Quarter of Section 23; the West One-Half of the Northeast Quarter of Section 23; the Northeast Quarter of the Northeast Quarter of Section 23; the North One-Half of the Northwest Quarter of Section 24; the Northwest Quarter of the Northeast Quarter of Section 24; all in Township Seventy-seven (77) North, Range Twenty-six (26) West of the 5th P.M., Madison County, Iowa.

and locally known as: 140th  
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 April, 2001.

MFC Partnership  
MFC Partnership

Chris Howell

STATE OF IOWA, COUNTY OF WARREN, ss.

On this 26<sup>th</sup> day of October, 2000, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Chris Howell and \_\_\_\_\_, to me personally known, who being by me duly sworn, did say that they are the General Partners of MFC Partnership, an Iowa general partnership, executing the foregoing instrument, that the instrument was signed on behalf of the general partnership by authority of the general partnership; and the general partners acknowledged the execution of the instrument to be the voluntary act and deed of the general partnership, by it and by the general partners voluntarily executed.

Earl L. Evans  
Notary Public in and for said State of Iowa

