

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:

Richard L. Winebrenner and Jean Winebrenner.

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:

Commencing at a point 265 feet South of the Northeast Corner of the Northeast Fractional Quarter (NE Fr. 1/4) of the Northeast Fractional Quarter (NE Fr. 1/4) of Section Two (2), in Township Seventy-four (74) North, Range Twenty-seven (27) West of the 5th P.M., Madison County, Iowa, thence North 88° 52' West 737.20 feet parallel to the North line of said Northeast Fractional Quarter (NE Fr. 1/4) of the Northeast Fractional Quarter (NE Fr. 1/4), thence South 70° 23' West 189.80 feet, thence South 04° 07' West 380.30 feet, thence South 87° 20' East 138.10 feet, thence South 15° 37' East 358.10 feet, thence South 00° 47' West 304.30 feet, thence South 89° 00' East 713 feet along the South line of said Northeast Fractional Quarter (NE Fr. 1/4) of the Northeast Fractional Quarter (NE Fr. 1/4), thence North 1,096.40 feet to the point of beginning, containing 20.3699 acres including 0.9134 acres of county road right-of-way.

and locally known as: 2651-265th  
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 26<sup>th</sup> day of Feb., 1998.

Richard L. Winebrenner  
Richard L. Winebrenner

Jean Winebrenner  
Jean Winebrenner

M5-2,334

STATE OF IOWA, MADISON COUNTY, ss:

On this 26<sup>th</sup> day of Feb., 1998, before me the undersigned, a notary public in and for the State of Iowa appeared to me ~~Richard L. Winebrenner and Jean Winebrenner~~  
Richard L. Winebrenner, Jean Winebrenner  
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.

Sandra Patterson  
Notary Public

