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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
Return to: Warren Water, Inc., 1204 E. 2nd St., Indianola, IA 50125 Telephone: 515-962-1200

EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

Jimmy L. Baker and Joan E. Baker, 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" located in the South Half (1/2) of the Northeast Quarter (1/4) of Section Seven (7), Township Seventy-six (76) North, Range Twenty-eight (28) West of the 5th P.M., Madison County, Iowa, more particularly described as follows: Beginning at the Northeast Corner of the Southwest Quarter (1/4) of the Northeast Quarter (1/4) of Section Seven (7), Township Seventy-six (76) North, Range Twenty-eight (28) West of the 5th P.M., Madison County, Iowa; thence North 89°55'26" east 330.00 feet; thence South 00°07'41" West 660.00 feet; thence South 89°55'26" West 660.00 feet, thence North 00°07'41" East 660.00 feet to the North line of the Southwest Quarter (1/4) of the Northeast Quarter (1/4) of said Section Seven (7); thence along said North line, North 89°55'26" East 330.00 feet to the point of beginning. Said parcel "A" contains 10.000 acres, including 0.682 acres of county road right of way,

and locally known as: 1674-170th
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 2nd day of September, 2003.

Jimmy L. Baker / POA Joan Baker
Jimmy L. Baker

Joan E. Baker
Joan E. Baker

M7-0294

STATE OF IOWA, Madison COUNTY, ss:

On this 2nd day of Sept., 2003 before me the undersigned, a notary public in and for the State of Iowa appeared to me

Joan E. Baker
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.

NOTARIAL SEAL
PEGGY N. CRABBS
Commission Number 145110
My Commission Expires 10-07

Peggy N. Crabbs
Notary Public

STATE OF IOWA, Madison COUNTY, IOWA, SS:

On this 2nd day of Sept, 2003, before me, the undersigned a Notary Public in and for the state of Iowa, personally appeared Joan E Baker as attorney in fact, and acknowledged the execution of the instrument to be the voluntary act and deed by him voluntarily executed.

Peggy Crabbs
Notary Public

