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FILED NO. 5413
BOOK 140 PAGE 292
98 JUN 24 AM 10:45
MICHELLE 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:

Charles V. Perry and Ann Marie Perry,

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:

10-25-27

The East Half (1/2) of the Southeast Quarter (1/4) of Section Ten (10) in Township Seventy-five (75) North, Range Twenty-seven (27) West of the 5th P.M., Madison County, Iowa, EXCEPT a parcel of land in the Northeast Quarter (1/4) of the Southeast Quarter (1/4) of Section Ten (10), described as Beginning at the East Quarter corner of Section Ten (10), thence along the north line of said Northeast Quarter (1/4) of the Southeast Quarter (1/4), South 89°55'17" West 852.00 feet; thence South 00°57'49" East 308.30 feet; thence North 89°49'04" East 846.83 feet to the east line of said Northeast Quarter (1/4) of the Southeast Quarter (1/4); thence along said east line North 00°00'00" 306.74 feet to the point of beginning, containing 6.00 acres including Public Road Right of Way and 5.23 acres exclusive of Public Road Right of Way, and the Northwest Quarter (1/4) of the Southeast Quarter (1/4) of Section Ten (10) in Township Seventy-five (75) North, Range Twenty-seven (27) West of the 5th P.M., Madison County, Iowa,

and locally known as: 235th / Pioneer
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, ^{one} 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 _____ day of June 11, 1998.

Charles V. Perry
Charles V. Perry

Ann Marie Perry
Ann Marie Perry

M5-499

STATE OF IOWA, MADISON COUNTY, ss:

On this 11 day of June, 1998, before me the undersigned, a notary public in and for the State of Iowa appeared to me Charles V. Perry and Ann Marie Perry 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.



K Mayer
Notary Public

11/11