

R.O.W. Costs \$100.00

REC \$ 5.00
AUD \$ ---
H.M.F. \$ 1.00

FILED NO: 4262
BOOK 140 PAGE 671
99 APR 21 PM 2:29

COMPUTER
RECORDED
COMPARED

MICHELLE UTSLEN
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:

Kenneth V. Sinnwell and Willie Louise Sinnwell,

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 North 1/2 of the South 1/2 of the Northeast 1/4 of the Southeast 1/4 of Section 6, Township 75 North, Range 26 West of the 5th P.M., Madison County, Iowa. AND Commencing at a point 1985 feet North of the Southeast corner of Section Six (6), in Township Seventy-five (75) North, Range Twenty-six (26) West of the 5th P.M., Madison County, Iowa, thence continuing North 350.65 feet, thence South 88 degrees 02 minutes West 784.90 feet, thence North 12 degrees 53 minutes West 264.46 feet, thence South 82 degrees 26 minutes West 484.51 feet along a present fence line, thence South 00 degrees 08 minutes East 629.56 feet along the West line of the Northeast Quarter (1/4) of the Southeast Quarter (1/4) of said Section Six (6), thence North 85 degrees 10 minutes East 1326.95 feet to the point of beginning, containing 14.44 acres including 0.27 acres of county road right-of-way, and being a part of the Northeast Quarter (1/4) of the Southeast Quarter (1/4) of said Section Six (6),

and locally known as: 2267 Terrace 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 2nd day of March, 19 99.

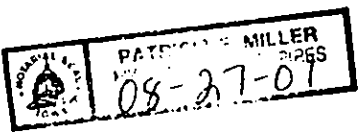
Kenneth V. Sinnwell
Kenneth V. Sinnwell

Willie Louise Sinnwell
Willie Louise Sinnwell

M5-178

STATE OF IOWA, MADISON COUNTY, ss:

On this 2 day of March, 19 99, before me the undersigned, a notary public in and for the State of Iowa appeared to me Kenneth V. Sinnwell & Willie Louise Sinnwell 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.



Patricia E. Miller
Notary Public

m 5-178