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MICHAEL UTSLER  
RECORDER  
MADISON COUNTY, IOWA

REC 5<sup>00</sup>  
INDEX 1<sup>00</sup>

COMPUTER ✓  
RECORDED ✓  
COMPARED ✓

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:

Steven A. Houg and Judy R. Houg

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:

A tract of land described as follows, to-wit: Beginning at a point 2684.15 feet West of the East Quarter (1/4) Corner of Section Two (2), in Township Seventy-seven (77) North, Range Twenty-six (26) West of the 5th P.M., Madison County, Iowa, thence continuing West along the North line of the South Half (1/2) of said Section Two (2) 225.47 feet, thence South 10°00' East 238.16 feet, thence North 90°00' East 166.00 feet, thence North 4°25' East 235.24 feet to the Point of Beginning, containing 1.0539 Acres, including 0.256 Acres of County Road right-of-way.

and locally known as: 3240-105<sup>th</sup>  
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 9  
day of June, 1999.

Steven A. Houg  
Steven A. Houg

Judy R. Houg 6/9/99  
Judy R. Houg

STEVEN A Houg 6/9/99

Judy R Houg 6/9/99

M6-2,300

STATE OF IOWA, MADISON COUNTY, ss:

On this 9<sup>th</sup> day of June, 1999 before me the undersigned, a notary public in and for the State of Iowa appeared to me Steven A. Houg, Judy R. Houg 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.

Peggy Crabbe  
Notary Public

MY COMMISSION EXPIRES 10 99