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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:

REC 5
AUD 2
R.E.F. 2

Mark Marean and Stacy Marean,

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 Northeast Quarter (1/4) of Section Fourteen (14) in Township Seventy-four (74) North, Range Twenty-seven (27) West of the 5th P.M., Madison County, Iowa, EXCEPT a tract commencing at the Southwest corner of the Northeast Quarter (1/4) of Section Fourteen (14); thence on an assumed bearing of North 00°00'00" East along the West line of said Northeast Quarter (1/4) 866.62 feet to the point of beginning; thence South 85°20'58" East 707.32 feet; thence North 10°17'52" West 266.78; thence North 32°31'24" West 260.17 feet; thence North 00°40'37" East 375.77 feet; thence North 89°23'21" West 521.89 feet to the West line of said Northeast Quarter (1/4); thence South 00°00'00" East along said West line 805.81 feet to the point of beginning; said tract contains 11.11 acres, more or less, and is subject to a Madison County Highway easement over the westerly 0.86 acres thereof.

and locally known as:

NH 3040 Pleasant View

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 18th day of March, 19 99.

Mark Marean
Mark Marean

Stacy Marean
Stacy Marean

M3-100

STATE OF IOWA, MADISON COUNTY, ss:

On this 18th day of March, 19 99, before me the undersigned, a notary public in and for the State of Iowa appeared to me Mark Marean
Stacy Marean

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.

Michelle Darr
Notary Public



M3-100