

P. 22

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REC \$ 5.00  
AUD \$ \_\_\_\_\_  
R.M.F. \$ 1.00

FILED NO 000948  
BOOK 140 PAGE 745  
99 SEP -2 PM 2: 33  
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:

Crawford and Crawford, Inc. (An Iowa Corporation).

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 East Half (E 1/2) of the Southeast Quarter (SE 1/4) and the South 60 Acres of the West Half (W 1/2) of the Southeast Quarter (SE 1/4) of Section 7, and the Northeast Quarter (NE 1/4) of Section Eighteen (18), all in Township Seventy-seven (77) North, Range Twenty-eight (28) West of the 5th P.M., Madison County, Iowa; subject to transmission line easements to Iowa Power and Light Company across the Southeast Quarter of Section 7-77-28 dated March 2, 1957, recorded in Book 88 at Page 381 and in Book 89 at Page 630, respectively, Records of the Recorder's Office of Madison County, Iowa,

and locally known as: 120<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, ~~no compensation will be paid~~ 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.

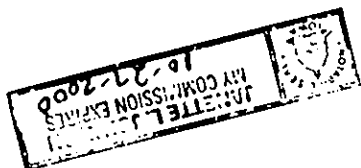
IN WITNESS WHEREOF, the GRANTORS have executed this instrument this 7 day of August, 1999.

By: Crawford & Crawford Inc. By: \_\_\_\_\_  
Randy C. Crawford, Pres. \_\_\_\_\_

M5-2405

STATE OF IOWA, MADISON COUNTY, ss:

On this 7 day of August, 1999, before me the undersigned, a notary public in and for the State of Iowa appeared Randy C Crawford to me personally known, who, being by me duly sworn, did say that he is President of said corporation; that no seal has been procured by said corporation; that said instrument was signed in behalf of said corporation by authority of its Board of Directors; and that the said President Randy C Crawford as such officer, acknowledged the execution of said instrument to be the voluntary act and deed of said corporation, by it and by him voluntarily executed.



Michelle L. Johnson  
Notary Public

C/o Randy Crawford  
P.O. Box 147  
Adair 50002