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MICHELLE UTSLLR RECORDER MADISON COUNTY, IOWA

This Document Prepared By Security Abstract & Litle Co. Inc., 114 N. 1st. Ave., Winterset, Iowa 50273. Telephone. 515 462-1691

## **EASEMENT**

KNOW ALL MEN BY THESE PRESENTS

Mark E Winter and Carol L Winter,

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

Parcel A" in the Northeast Quarter (1/4) of the Southeast Quarter (1/4) of Section Twenty-four (24), Township Seventy-five (75) North, Range Twenty-eight (28), West of the 5th Principal Meridian, Madison County, lowa, more particularly described as follows Beginning at the Southwest Corner of the Northeast Quarter (1/4) of the Southeast Quarter (1/4) of Section 24, Township 75 North, Range 28, West of the 5th PM, Madison County, Iowa, thence, along the South line of said Northeast Quarter (1/4) of the Southeast Quarter (1/4), South 89° 22' 14" East, 881 33 feet, thence North 49° 28' 29" West, 392 52 feet, thence North 88° 12 26" West, 582 55 feet to the West line of said Northeast Quarter (1/4) of the Southeast Quarter (1/4), thence, along said West line, South 00° 08' 33" West, 263 59 feet to the Point of Beginning Said Parcel "A" contains 4 309 acres including 0 218 acres of county road right of way

2556 260th Lane and locally known as \_ 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

the bonds of	•	
IN WITNESS WHERE	COF, the GRANTORS hav	e executed this instrument this
Mark E Winter	iter	Carol L Winter
M5-2,300	•	
STATE OF IOWA, M.	ADISON COUNTY, ss	
On this 21 d	ay of January	

notary public in and for the State of Iowa appeared to me Carol & Winter MARK E WINTER 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 **JMcCULL**OUGH

MY COMMISSION EXPIRES JANUARY 24, 2000 Notary MANuellery L

VM