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BOOK 138 PAGE 457

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REC \$ 5.00
AUD \$ _____
RMF \$ 1.00

MICHELLE UTSLIT
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

John B. Cabanis

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

Beginning at the Southwest corner of Section 36, T 76 N, R 26 W of the Fifth Principal Meridian, Madison County, Iowa, proceed N 85°17' E 536 5 feet along the South line of said Section 36 to a point on the West Row line of County Road R 35, thence N 23°55-1/2' E along said West Row line 32 3 feet, thence N 7°13-1/2' E 156 6 feet, thence N 38°58-1/2' E 154 1 feet, thence Northeasterly 679 5 feet along a 3765 foot radius curve concave Northwesterly and tangent to the following course, thence N 13°35' E 70 6 feet to a point on the South line of the North 10 acres of the SW 1/4 of the SW 1/4 of said Section 36, thence Westerly 893 6 feet to the Southwest Corner of the North 10 acres of the SW 1/4 of the SW 1/4 of said Section 36, thence Southerly 979 3 feet to the point of beginning, containing 16 38 acres, more or less,

and locally known as 2191 Burlington Park Rd
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 8th day of JAN, 1998


John B Cabanis
John B Cabanis

M5-397

STATE OF IOWA, MADISON COUNTY, ss

On this 8th day of JAN, 1998, before me the undersigned, a notary public in and for the State of Iowa appeared to me John Cabanis

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

Amy K. Jordall
Notary Public


VM