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BOOK 138 PAGE 459

REC \$ 5.00

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AUD \$ \_\_\_\_\_

AMF \$ 1.00

MICHELLE UFSLEB  
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

Donald E. Dougherty and Janice L. Carter,

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 parcel of land described as follows Commencing at the Northeast Corner of Section Two (2), in Township Seventy-five (75) North, Range Twenty-six (26) West of the 5th P M, Madison County, Iowa, which is the point of beginning, thence South 83°59' West 1030 80 feet along the North line of said Section Two (2), thence South 24°04' West 221 22 feet, thence South 05°51' West 298 60 feet to the centerline of a county road, thence Easterly 161 59 feet along a 520 87 feet radius curve concave Northerly with a 160 95 feet chord bearing North 83°53' East, thence South 87°58' East 755 56 feet, thence Easterly 237 50 feet along a 1432 40 feet radius curve concave Northerly with a 237 23 feet chord bearing South 83°13' East to the East line of said Section Two (2), thence North 643 73 feet to point of beginning, containing 13 9365 Acres including 0 8898 Acres of county road right of way,

and locally known as 3281-220<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 30  
day of December, 1997

Donald E. Dougherty  
Donald E Dougherty

Janice L. Carter  
Janice L Carter

M5-401

STATE OF IOWA, MADISON COUNTY, ss

On this 20<sup>th</sup> day of December, 1997, before me the undersigned, a notary public in and for the State of Iowa appeared to me Janice L Carter  
& Donald E Dougherty  
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

Carolyn Shadrach  
Notary Public

