

COMPUTER ✓
RECORDED ✓
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REC \$ 5.00
AUD \$ _____
RMF \$ 1.00

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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

Kevin W Smith and Lisa A Smith, 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" located in the Northwest Fractional Quarter of the Northwest Quarter of Section 3, and in the Northeast Fractional Quarter of the Northeast Quarter of Section 4, all in Township 75 North, Range 26 West of the 5th Principal Meridian, Madison County, Iowa, more particularly described as follows Commencing at the Northwest corner of the Northwest Fractional Quarter (1/4) of the Northwest Quarter (1/4) of Section 3, Township 75 North, Range 26 West of the 5th P M, Madison County, Iowa, thence along the West line of said Northwest Quarter (1/4) of the Northwest Quarter (1/4), South 00°00'00" East 757 78 feet to the Point of Beginning, thence North 86°29'38" East 304 50 feet, thence South 00°00'00" East 660 00 feet, thence South 86°29'38" West 330 62 feet, thence North 00°00'00" West 660 00 feet thence North 86°29'38" East 26 12 feet to the point of beginning Said Parcel "A" contains 5 000 acres, including 0 250 acres of County R O W

and locally known as 3100-220th 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

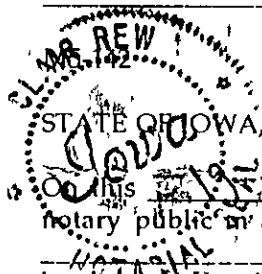
It is agreed that, during the period of initial construction, no crop damage will be paid by the GRANTEE The GRANTEE, its successors and assigns, hereby promise to maintain such water pipeline and any necessary appurtenances in good repair so that damage to adjacent real estate of GRANTORS, if any damage 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 19th day of December, 1997

Kevin W Smith
Kevin W Smith

Lisa A Smith
Lisa A Smith



STATE OF IOWA, MADISON COUNTY, ss
On this 19th day of December, 1997 before me the undersigned, a notary public in and for the State of Iowa appeared to me Kevin & Lisa Smith

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

Clair Rew
Notary Public

VM