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FILED NO. 2862 of 464

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REC \$ 5.00

AUD \$ _____

RMF \$ 1.00

MICHELLE UTSLI,
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

Jonnie L. Lathrum and Patsy M. Lathrum,

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 West 228 feet of the East 294 feet of the Northwest Quarter (1/4) of the Northwest Quarter (1/4), and also beginning at the Northeast Corner of the Southwest Quarter (1/4) of the Northwest Quarter (1/4), thence South 388 50 feet, thence South 89°20' West along the tangent and centerline of the public highway 294 feet, thence North 376 feet to the North line of the said Southwest Quarter (1/4) of the Northwest Quarter (1/4), thence Easterly along the said North line to the point of beginning, subject to road easement along the South side thereof, and the West 46 Rods and 14 feet of the South 70 Rods of the East 42 Acres of the North Half (1/2) of the Northwest Quarter (1/4), all in Section Twenty-one (21), in Township Seventy-five (75) North, Range Twenty-six (26) West of the 5th P M, Madison County, Iowa,

and locally known as St Charles 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 15th
day of January, 1998

Johnnie L. Lathrum
Johnnie L. Lathrum

Patsy M. Lathrum
Patsy M. Lathrum

M5-459

STATE OF IOWA, MADISON COUNTY, ss

On this 15th day of January, 1998, before me the undersigned, a notary public in and for the State of Iowa appeared to me Johnnie L. Lathrum and Patsy M. Lathrum 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

Diane M. Daniels
Notary Public



1m