

REC \$ 5.00
AUD \$
RMF \$ 1.00

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MICHELLE UTSLER
RECORDER
MADISON COUNTY, IOWA

COMPUTER ✓
RECORDED ✓
COMPARED ✓

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

Mark Tomlinson and Sandra Tomlinson,

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

Commencing at the Northeast Corner of Section 36, Township 76 North, Range 26 West of the 5th Principal Meridian, Madison County, Iowa, thence South 00°00'00" 2360 85 feet along the section line to the point of beginning Thence continuing South 00°00'00" 100 00 feet, thence North 64°12'54" West 229 89 feet, thence North 90°00'00" East 207 00 feet to the point of beginning Said parcel contains 0 238 acres AND Commencing at the East Quarter Corner of Section 36, T76N, R26W of the 5th P.M., Madison County, Iowa, thence along the East line of the NE 1/4 said Section 36, North 00°00'00", 206 37 feet, thence North 64°12'54" West, 459 78 feet to the point of beginning Thence North 00°00'00", 426 08 feet, thence North 90°00'00" West, 122 68 feet, thence South 00°00'00", 426 08 feet, thence South 90°00'00" East, 122 68 feet to the point of beginning Said parcel of land contains 1 200 acres

and locally known as 2117 ~~2123~~ Warren Ave
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 20
day of Jan., 1998

Mark Tomlinson
Mark Tomlinson

Sandra Tomlinson
Sandra Tomlinson
Sandra Tomlinson

M5-115

STATE OF IOWA, MADISON COUNTY, ss

On this 20 day of January, 1998, before me the undersigned, a notary public in and for the State of Iowa appeared to me Mark Tomlinson and Sandra Tomlinson 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



James L. Lane, Jr.
Notary Public