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Preparer Information: Jerrold B. Oliver P.O. Box 230 Winterset

**EASEMENT**

MICHELLE UTSLER  
RECORDER  
MADISON COUNTY, IOWA

KNOW ALL MEN BY THESE PRESENTS:

James Russell Keating and Cynthia Lynn Keating, Husband and Wife, 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 Thirty-two (32) feet of:

The Southwest Quarter (SW $\frac{1}{4}$ ) of the Southeast Quarter (SE $\frac{1}{4}$ ), except the Southwest Quarter (SW $\frac{1}{4}$ ) of said Southwest Quarter (SW $\frac{1}{4}$ ) of the Southeast Quarter (SE $\frac{1}{4}$ ) of Section Twenty (20); and except the North Ten (10) acres of the Southwest Quarter (SW $\frac{1}{4}$ ) of the Southeast Quarter (SE $\frac{1}{4}$ ) of Section Twenty (20), Township Seventy-five (75) North, Range Twenty-seven (27) West of the 5th P.M., Madison County, Iowa, AND the Northwest Quarter (NW $\frac{1}{4}$ ) of the Northeast Quarter (NE $\frac{1}{4}$ ) of Section Twenty-nine (29), Township Seventy-five (75) North, Range Twenty-seven (27) West of the 5th P.M., Madison County, Iowa,

and locally known as: 265th

The Easement shall be 32 feet in width, the centerline of which shall be the water pipeline and the necessary appurtenances thereto.

Grantor, during initial construction and after construction is completed, during any repair of such waterline and appurtenances, shall:

1. Pay crop damages to Grantees.
2. Repair any fences and tile lines damaged by Grantee, or any persons performing such work for Grantee.
3. Restore the grade of the land to the same grade that existed prior to the construction, repair or maintenance of such pipeline and appurtenances.
4. Not destroy or disturb any trees growing on said premises.

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 7 day of April, 1998.

James Russell Keating  
James Russell Keating

Cynthia Lynn Keating  
Cynthia Lynn Keating

STATE OF IOWA, MADISON COUNTY, ss:

On this 7 day of April, 1998, before me, the undersigned, a Notary Public in and for the said State, personally appeared, James Russell Keating and Cynthia Lynn Keating, to me known to be the identical persons named in and who executed the foregoing instrument, and acknowledged that they executed the same as their voluntary act and deed.

Jerrold B. Oliver  
Notary Public in and for the State of Iowa

