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FILED NO: 4824
BOOK 40 PAGE 196
98 MAY 22 AM 9:29

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

(515)462-3731
MICHELLE UTSLER
RECORDER
MADISON COUNTY, IOWA

EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

David M. Nicholl and Kathy D. Nicholl, 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 South 32 feet of Parcel "A", located in the Southwest Fractional Quarter of the Northwest Quarter of Section 18, Township 75 North, Range 27 West of the 5th P.M., Madison County, Iowa, more particularly described as follows: Commencing at the West Quarter Corner of Section 18, Township 75 North, Range 27 West of the 5th P.M., Madison County, Iowa; thence North 0°41'21" East along the West line of the Northwest Quarter of said Section 18, 181.50 feet to the Point of Beginning; thence North 0°41'21" East along the West line of the Northwest Quarter of said Section 18, 1119.51 feet to the Northwest Corner of the Southwest Fractional Quarter of the Northwest Quarter of said Section 18; thence South 89°34'16" East along the North line of the Southwest Fractional Quarter of the Northwest Quarter of said Section 18, 1120.35 feet; thence South 0°46'50" West, 1113.69 feet; thence North 89°52'11" West, 1118.61 feet to the Point of Beginning. Said Parcel contains 28.695 acres, including 0.424 acres of County Road right-of-way,

and locally known as: NH - 2219 245th Lane

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.

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 has executed this instrument this 7 day of April, 1998.

David M. Nicholl
David M. Nicholl

Kathy D. Nicholl
Kathy D. Nicholl

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, David M. Nicholl, to me known to be the identical person named in and who executed the foregoing instrument, and acknowledged that he executed the same as his voluntary act and deed.

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



vm