

Pl 1 Box 86
Cainsville, Mo.
64632

MERCER COUNTY, MO.

FILED NO. 4693

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AUD \$
R.M.F. \$ 1.00

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COMPARED

MICHELLE UTSLER
RECORDER

This Document Prepared By: Security Abstract & Title Co., Inc., 114 N. 1st Ave., MADISON COUNTY, IOWA phone: 515-462-1691

EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

Harrison Vowell

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:

Southeast Quarter (1/4) of the Southeast Quarter (1/4) of Section Five (5) and a tract beginning at the Northeast Corner of the Southwest Quarter (1/4) of the Southeast Quarter (1/4) of Section Five (5), thence West Twenty-six (26) feet, thence Southwesterly to a point Ninety-two (92) feet West of the Southeast Corner of the said Southwest Quarter (1/4) of the Southeast Quarter (1/4), thence East Ninety-two (92) feet, thence North to the Point of Beginning, and the Northeast Quarter (1/4) of Section Eight (8) and the Southeast Quarter (1/4) of the Northwest Quarter (1/4) of Section Eight (8), except a tract beginning at the Northwest corner of the said Southeast Quarter (1/4) of the Northwest Quarter (1/4), thence East Two Hundred Five (205) feet, thence Southwesterly to the Southwest Corner of the said Southeast Quarter (1/4) of the Northwest Quarter (1/4), thence North to the point of beginning, and the Northeast Quarter (1/4) of the Southwest Quarter (1/4) of Section Eight (8), all in Township Seventy-four (74) North, Range Twenty-seven (27) West of the 5th P.M., Madison County, Iowa,

2833 Oakcrest

and locally known as: 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 _____ day of _____ 19____

Harrison Vowell
Harrison Vowell



M5-384

MISSOURI, MERCER COUNTY
STATE OF IOWA, MADISON COUNTY, ss:

On this 13 day of May, 1998, before me the undersigned, a notary public in and for the State of ~~Iowa~~ Missouri appeared to me Harrison S. Vowell

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.

Donna Place Herdich
Notary Public

6-28-98
Mercer Co

vm