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REC \$ 5.00  
AUD \$ \_\_\_\_\_  
R.M.F. \$ 1.00

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FILED NO. 4735  
BOOK 140 PAGE 117  
98 MAY 21 PM 3:42  
MICHELLE UTSLER,  
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:

Ben W. Johnson and Terri J. Johnson,

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 North Half (N 1/2) of the Northeast Quarter (NE 1/4) of Section Fifteen (15), Township Seventy-five (75) North of Range Twenty-seven (27) West of the 5th P.M., Madison County, Iowa, EXCEPT A parcel of land located in the Northeast Quarter of the Northeast Quarter (NE 1/4 NE 1/4) of Section 15, Township 75 North, Range 27 West of the 5th Principal Meridian, Madison County, Iowa, more particularly described as follows: Beginning at the Northeast corner of Section 15, T75N, R27W of the 5th P.M., Madison County, Iowa; thence, along the East line of said Section 15, South 00°10'21" West 387.03 feet; thence South 90°00'00" West 562.74 feet; thence North 00°10'21" East 387.03 feet to the North line of said Section 15; thence, along said North line, North 90°00'00" East 562.74 feet to the Point of Beginning. Said parcel of land contains 5.000 acres, including 1.084 acres of County Road Right-of-Way,

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, <sup>15</sup> ~~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 13 day of March 1998.

Ben W. Johnson  
Ben W. Johnson

Terri J. Johnson  
Terri J. Johnson

M5-322

STATE OF IOWA, MADISON COUNTY, ss:

On this 13 day of March 1998, before me the undersigned, a notary public in and for the State of Iowa appeared to me Ben W. Johnson and Terri J. Johnson 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.

Twila J. Salsbur  
Notary Public

TWILA J. SALSBUR / MY COMMISSION EXPIRES 9-13-00

✓  
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