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MICHELLE UTSLER  
RECORDER  
MADISON COUNTY, IOWA

This Document Prepared By: Security Abstract & Title Co. Inc., 114 N. 1st Ave., Winterset, Iowa 50273. Telephone \_\_\_\_\_

EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

Charles G. Tadlock and Connie L. Tadlock,

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:

A tract of land commencing at the Southwest Corner of the Northeast Quarter (1/4) of the Northeast Quarter (1/4) of Section Thirty-one (31) in Township Seventy-five (75) North, Range Twenty-seven (27) West of the 5th P.M., Madison County, Iowa, thence North 642 feet, thence Southeasterly 552 feet 6 inches to a point 615 feet Northeast of a point on the South line of said Northeast Quarter (1/4) Northeast (1/4) 542 feet east of the Southwest Corner of said Northeast Quarter (1/4) Northeast Quarter (1/4), thence Southwesterly to a point on the South line of said Northeast Quarter (1/4) Northeast Quarter (1/4) 542 feet East of the Southwest corner thereof, thence West 542 feet to the point of beginning, subject to easements and conveyances for highway and utility purposes

and locally known as: 2716 Millstream  
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 27<sup>th</sup> day of March, 1998.

Charles G. Tadlock  
Charles G. Tadlock

Connie L. Tadlock  
Connie L. Tadlock

M5-2,323

STATE OF IOWA, MADISON COUNTY, ss:

On this 27<sup>th</sup> day of March, 1998, before me the undersigned, a notary public in and for the State of Iowa appeared to me Charles G. and Connie L. Tadlock 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.



Joyce E. Binns  
Notary Public