

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

COMPUTER   
RECORDED   
COMPARED

FILED NO. 4780  
BOOK 140 PAGE 162  
98 MAY 21 PM 3:47

MICHELLE UTSLEF  
RECORDER  
MADISON COUNTY, IOWA

This Document Prepared By: Security Abstract & Title Co., Inc., 114 N. 1st Ave., Winterset, Iowa 50273 Telephone: 565-8225

EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

Larry D. Nelson and Joni B. Nelson

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 parcel of land located in the East Half (1/2) of the Northeast Quarter (1/4) of Section Ten (10), in Township Seventy-five (75) North, Range Twenty-six (26) West of the 5th P.M., Madison County Iowa, more particularly described as follows: Beginning at the Northwest corner of the Northeast Quarter (1/4) of the Northeast Quarter (1/4) of Section Ten (10), in Township Seventy-five (75) North, Range Twenty-six (26) West of the 5th P.M., Madison County, Iowa, thence North 86°51'25" East 5.15 feet to the centerline of a county road running Southeasterly thence, along said centerline, South 28°28'05" East 792.09 feet, thence South 74°59'39" East 216.40 feet, thence South 09°04'09" West 233.53 feet, thence South 34°29'25" West 265.28 feet thence South 02°44'04" West 244.13 feet, thence South 63°08'19" West 453.83 feet, thence North 00°24'36" East 1650.27 feet to the Point of Beginning, said parcel of land contains 12.524 acres, including 0.6000 acres of county road right of way,

and locally known as:

2320 Village

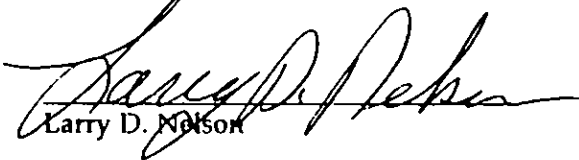
together with the right of ingress and egress over the adjacent lands of the GRANTORS, their successors and assigns, for the purposes of this easement.

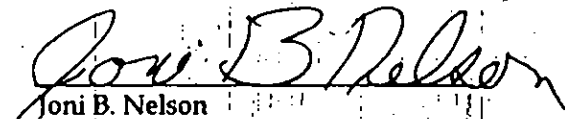
The Easement shall be 32 feet in width, the centerline of which shall be the water pipeline and the necessary appurtenances thereto.

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 24<sup>TH</sup> day of March 19 98.

  
Larry D. Nelson

  
Joni B. Nelson

M5-423

STATE OF IOWA, MADISON COUNTY, ss:

On this 24<sup>th</sup> day of March 19 98, before me the undersigned, a notary public in and for the State of Iowa appeared to me Larry D. Nelson and Joni B. Nelson

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.



  
Notary Public

M5-423