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BOOK 140 PAGE 177
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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:

Terry Allen and Julie Allen,

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 described as commencing at the East Quarter Corner of Section 8, Township 75 North, Range 26 West of the 5th P.M., Madison County, Iowa. Thence N. 0°00' 99.0 feet along the east line of the Northeast Quarter (1/4) of said Section 8; thence S. 86°51' W. 1346.1 feet along the centerline of a county road to point of beginning; thence continuing S. 86°51' W. 609.0 feet; thence N. 0°30' E. 33.0 feet; thence S. 86°51' W. 66.0 feet; thence S. 0°30' W. 399.0 feet; thence N. 89°05' E. 223.0 feet; thence S. 30°17' E. 142.0 feet; thence N. 82°47' E. 401.0 feet; thence N. 1°51' W. 472.0 feet to point of beginning containing 2.014 Acres including 0.592 Acres of County road right of way. Note: The east line of the Northeast Quarter (1/4) of Section 8, Township 75 North, Range 26 West of the 5th P.M., Madison County, Iowa is assumed to bear due north and south,

and locally known as: 2968-235th
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 4th day of April, 19 98.

Terry Allen
Terry Allen

Julie Allen
Julie Allen

M5-430

STATE OF IOWA, MADISON COUNTY, ss:

On this 4th day of April, 19 98 before me the undersigned, a notary public in and for the State of Iowa appeared to me Terry Allen and Julie Allen

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.



Steven D. Warrington
Notary Public