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REC \$ 5<sup>00</sup>  
AUD \$ \_\_\_\_\_  
R.M.F. \$ 1<sup>00</sup>

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FILED NO. 4792  
BOOK 140 PAGE 174  
98 MAY 21 PM 3:47  
MICHELLE UTSLER  
RECORDER  
MADISON COUNTY, IOWA  
Telephone: 515-462-1691

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

EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

Marjorie F. Boyd

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:

South One-half (S 1/2) of the Southeast Quarter (SE 1/4) of the fractional Southwest Quarter (SW 1/4), containing 19.95 acres, more or less, and the North One-half (N 1/2) of the Southeast Quarter (SE 1/4) of the fractional Southwest Quarter (SW 1/4) except the West 12 acres thereof, containing eight (8) acres more or less; and the South 23 rods of the East One-half (E 1/2) of the Northeast Quarter (NE 1/4) of the fractional Southwest Quarter (SW 1/4), containing 5.72 acres, more or less, and the Southwest Quarter (SW 1/4) of the Northeast Quarter (NE 1/4) of the Southwest fractional Quarter, containing 9.97 acres, more or less, all in Section Thirty-six (36), Township Seventy-six (76), Range Twenty-six (26) West of the 5th P.M., Madison County, Iowa,

and locally known as: 3345 218<sup>th</sup> Lane  
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, ~~to~~ 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.

Marjorie F. Boyd  
Marjorie F. ~~Lull~~ Boyd

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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 Marjorie F. Boyd

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.

Earl L. Evans  
Notary Public



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