

P
14

M-0142

EASEMENT

CONFIRMED ✓
RECORDED ✓
CORRECTED ✓

REC \$ 5.00
ADD \$ _____
R.M.F. \$ 1.00

KNOW ALL MEN BY THESE PRESENTS:

Edward L. Miles ~~_____~~, 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 South 35 acres of the SE $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 11, Township 75 North, Range 26 West of the 5th P.M., Madison County, Iowa, EXCEPT Beginning 1149.4 feet North of and 75.76 feet West of the SE corner of Section 11, thence S85°00'W along the North line of the South 35 acres of the SE $\frac{1}{4}$ of the SE $\frac{1}{4}$ of said Section 11, 584.24 feet, thence North parallel to and 660.0 feet distant from the East line of the SE $\frac{1}{4}$ of said Section 11, 825.0 feet, thence North 47°00'E 798.2 feet to the West right of way line of the county road which runs along the East line of said Section 11, said point being 18.9 feet South of and 84.6 feet West of county road stationing 451+50, thence southerly along said West right of way line of said county road 681.25 feet, more or less, to a point which is 100.0 feet normally distant from station 444+50, thence southerly along said West right of way line 632.9 feet, more or less, to the point of beginning, said point being 70.0 feet normally distant from the center line of said county road.

and locally known as: 1480 R-35
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.

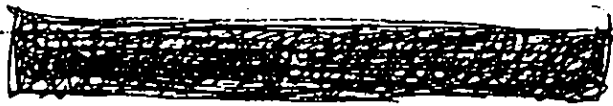
It is agreed that, during the period of initial construction, no crop damage will be paid by the GRANTEE. The GRANTEE, its successors and assigns, hereby promise to maintain such water pipeline and any necessary appurtenances in good repair so that damage to adjacent real estate of GRANTORS, if any damage 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 1 day of

Sept, 1995

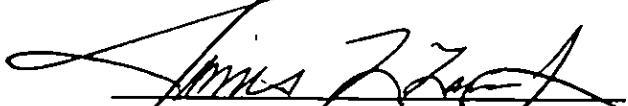
Edward L. Miles



STATE OF IOWA, Madison COUNTY, ss:

On this 1 day of Sept, 1995, before me the undersigned, a notary public in and for the State of Iowa appeared Edward L Miles to me 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

M-0142

STATE OF IOWA, SS
MADISON COUNTY, SS

Inst No 946 Filed for Record this 5 day of October 1995 at 10:55 AM
Book 135 Page 6 Recording Fee \$ 6.00 Recorder by Betty M. Miles