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M-0167

EASEMENT

MICHELLE UTSLER
RECORDER
MADISON COUNTY, IOWA

KNOW ALL MEN BY THESE PRESENTS:

Wayne L. Strawn and Sallie V. Leola Strawn, husband and wife, 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 S $\frac{1}{4}$ of the NW $\frac{1}{4}$ of the SE $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 14, Township 75 North, Range 26 West of the 5th P.M., Madison County, Iowa, EXCEPT Commencing at the SE corner thereof, thence West 188 feet to the center of the public highway running through said tract, thence along the center of said highway in a Northerly direction to a point on the North line of said tract about 241 feet West of the NE corner thereof, thence East to the NE corner of said tract, thence South to the place of beginning AND EXCEPT the right of way of the Chicago, St. Paul & Kansas City Railway Company (now called the Chicago, Great Western Railway Company).

and locally known as: 1530 X Ave
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.

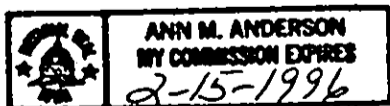
The grant and other provisions of this easement shall constitute a covenant running with the land for the benefit of the GRANTEE, its successors and assigns.

IN WITNESS WHEREOF, the GRANTORS have executed this instrument this 24 day of May, 1994.

Wayne L. Strawn Sallie V. Leola Strawn
Wayne L. Strawn Sallie V. Leola Strawn

STATE OF IOWA, MADISON COUNTY, ss:

On this 24th day of May, 1994, before me the undersigned, a notary public in and for the State of Iowa appeared Wayne L. Strawn + Sallie V. Leola Strawn 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.



Ann M. Anderson
Notary Public

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