

KKI BOX 174A
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M-0143 EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

Bryan Miles Spangler and Debra Anne Spangler, husband and wife; and Mary Kathryn Spangler, 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:

Commencing at the SE corner of the W $\frac{1}{2}$ of the North 5 acres of the SE $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 11 and running thence S85°W along the South line of said 5 acres and parallel to the North line of said 40 acre tract, a distance of 660 feet to the West line of said 40 acre tract, thence South 165 feet along the East line of the SW $\frac{1}{4}$ of the SE $\frac{1}{4}$ of said Section, thence S85°W, parallel with the North line of said last described 40 acre tract, 855 feet to the East line of the County Road, thence N3°20'E, along the East line of said County Road 860 feet, thence S87°21'E 309 feet, thence N2°59'E 100 feet, thence N76°45'E 171 feet, thence S75°30'E 99 feet, thence S52°38'E 330 feet, thence S17°1'E 245 feet, thence S78°6'E 94 feet, thence N47°1'E 200 feet, thence N22°48'E 245 feet, thence S81°58'E 220 feet, thence South to the point of beginning in Section 11, Township 75 North, Range 26 West of the 5th P.M., Madison County, Iowa

and locally known as: 1463 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 29 day of June, 1994.

Mary Kathryn Spangler
Mary Kathryn Spangler

Bryan Miles Spangler
Bryan Miles Spangler
Debra Anne Spangler
Debra Anne Spangler

STATE OF IOWA, Madison COUNTY, ss:

On this 29 day of June, 1994, before me the undersigned, a notary public in and for the State of Iowa appeared Mary Kathryn Spangler, Bryan Miles Spangler, Debra Anne Spangler 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.

Diane M. Daniels
Notary Public



FILED NO. 195

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MICHELLE UTSLER
RECORDER
MADISON COUNTY, IOWA

COMPUTER
RECORDED
COMPARED

REC 2-5-94
AUD \$ 1.00
R.M.F. \$ 1.00

M-0143