

M-0320

EASEMENT

P-0146

KNOW ALL MEN BY THESE PRESENTS:

Weaver J. Porter a/k/a Weaver Porter and Veronica M. Porter a/k/a Veronica Porter, 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:

Out Lots 52, 53 and 54 in the NE¼ of the NW¼ of Section 11, Township 74 North, Range 27 West of the 5th P.M., Madison County, Iowa, AND The North 12 feet of the S¼ of Lot 2 lying West of the public road; the North 12 feet of the S¼ of Lot 3; Lot 4 EXCEPT the South 66 feet of the East 12 feet; AND All of Lots 5 and 6; all in Block 3 of the Original Town of East Peru, Madison County, Iowa. AND The South 86 feet of Lot 3 and the South 86 feet of that portion of Lot 2 lying West of highway, both being in Block 3; AND A tract of land lying East of Lot 1 in Block 4 and between the RR limit and street running North; Also the East 12 feet of Lot 1, Block 4; AND Commencing at the SE corner of Lot 4, Block 3, thence running West 12 feet, thence North 66 feet, thence East 12 feet, thence South 66 feet to the place of beginning, all in East Peru, Madison County, Iowa; AND Lots 4 and 5 and the West 35 feet of Lot 3 in Block 4 of the Original Town of East Peru, Madison County, Iowa, and Out Lot 51 in the NE¼ of the NW¼ of Section 11, Township 74 North, Range 27 West of the 5th P.M., Madison County, Iowa, EXCEPT the right of way of the Chicago, Great Western Railway Company,

and locally known as: _____ 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 17th day of Aug., 1994.

Weaver J. Porter
Weaver J. Porter
a/k/a Weaver Porter

Veronica M. Porter
Veronica M. Porter
/s/ Veronica Porter

FILED NO. 502
BOOK 59 PAGE 502
94 AUG 17 PM 3:35
MICHELLE UTSLER
RECORDER
MADISON COUNTY, IOWA
P-0146



COMPUTER
RECORDED
COMPARED

REC \$ 10.00
AUDS _____
R.M.F. \$ 1.00

M-0320

STATE OF IOWA, Madison COUNTY, ss:
On this 6th day of Aug, 1996, before me the undersigned, a notary public, in and for the State of Iowa appeared Herbert M. Korte Eleanor J. Korte 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.

Peggy Crabbe
Notary Public



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