

Preparer

Information: Jerrold B. Oliver

P.O. Box 230

Winterset

(515)462-3731

**EASEMENT**

KNOW ALL MEN BY THESE PRESENTS:

C. Dale Mills and Irene Mills, Husband and Wife, and John S. Mills, Single,

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 32 feet of the North 65 feet, the North 32 feet of the South 65 feet, and the East 32 feet of the West 82 feet of the Southwest Fractional Quarter (¼) of Section Seven (7), Township Seventy-seven (77), Range Twenty-eight (28) West of the 5th P.M., Madison County, Iowa,

The Easement shall be 32 feet in width, the centerline of which shall be the water pipeline and the necessary appurtenances thereto. No construction shall take place while any crops are being raised on any portion of the easement area. This provision shall apply to 1999 and all subsequent years. Subject to the obligations described in paragraphs 1, 2 and 3 of the following paragraph, repairs to the waterline and appurtenances may be made while crops are being raised on the easement area.

Grantor, during initial construction and after construction is completed, during any repair of such waterline and appurtenances, shall:

1. Reimburse Grantors and their successors in interest to the real property on which the easement area is located for damage to crops, including but not limited to consequential damages.
2. Repair any fences and tile lines damaged by Grantee, or any persons performing such work for Grantee.
3. Restore the grade of the land to the same grade that existed prior to the construction, repair or maintenance of such pipeline and appurtenances.

Grantee shall also be granted an easement in the NW¼ of the NW¼ of Section 18, Township 77 North, Range 28 West of the 5th P.M., Madison County, Iowa, in front of the residence located on said premises for the construction, maintenance and repair of the meter pit.

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 8 day of Sept, 1999.

C. Dale Mills  
C. Dale Mills

Irene C. Mills  
Irene Mills

John S. Mills  
John S. Mills

REC \$ 10.00  
AUD \$ 1.00  
R.M.F. \$ 1.00

COMPUTER ☒  
RECORDED ☒  
INDEXED ☒

FILED NO. 001462

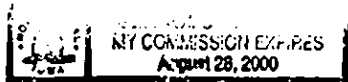
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MICHELLE UTILLER  
RECORDER  
MADISON COUNTY, IOWA

STATE OF IOWA, MADISON COUNTY, ss:

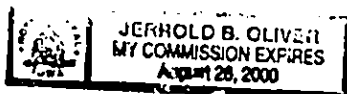
On this 8 day of Sept, 1999, before me, the undersigned, a Notary Public in and for the said State, personally appeared, C. Dale Mills and Irene Mills, to me known to be the identical persons named in and who executed the foregoing instrument, and acknowledged that they executed the same as their voluntary act and deed.



Jerrold B. Oliver  
Notary Public in and for the State of Iowa

STATE OF IOWA, MADISON COUNTY, ss:

On this 8 day of Sept, 1999, before me, the undersigned, a Notary Public in and for the said State, personally appeared, John S. Mills, to me known to be the identical person named in and who executed the foregoing instrument, and acknowledged that he executed the same as his voluntary act and deed.



Jerrold B. Oliver  
Notary Public in and for the State of Iowa