

REC \$ 10⁰⁰
AUD \$ _____
R.M.F. \$ 1⁰⁰

COMPUTED ✓
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FILED NO. **001461**
BOOK 140 PAGE 759
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MICHELLE DILLER
RECORDER
MADISON COUNTY, IOWA

Prepared by: Leonard M. Flander, Flander & Casper, P. C., 223 East Court Avenue, P. O. Box 67,
Winterset, IA 50273 Telephone: (515) 462-4912

EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

Billy R. Algreen and Sheila M. Algreen and William A. Ory and Judith A. Ory, 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 Intersection of the East Line of the County Road Right-of-Way running North and South along the West Side of the South Half (½) of the Southwest Quarter (¼) of Section Two (2), Township Seventy-seven (77) North, Range Twenty-eight (28) West of the 5th P. M., Madison County, Iowa, and the South Right-of-Way Line of the County Road Right-of-Way that runs East and West along the North Line of the South Half (½) of the Southwest Quarter (¼) of said Section Two (2), thence South 32 feet, thence East 200 feet, thence North 32 feet, thence East 200 feet, thence South 32 feet, thence East to the West Line of Parcel "B" located in the South Half (½) of the Southwest Quarter (¼) of said Section Two (2), as shown by the Plat of Survey recorded in Book 2 at Page 523, thence North 32 feet, thence East to the Northeast Corner of said Parcel "B", thence South 32 feet, thence East to the East Line of the South Half (½) of the Southwest Quarter (¼) of said Section Two (2), thence North 32 feet, thence West to the Point of Beginning.

and locally known as: 2024 105th Street, Earlham, IA 50072, 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.

After the construction and installation of the water pipeline, the easement shall be 32 feet in width, the centerline of which shall be the water pipeline and the necessary appurtenances thereto.

/M

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 on this 21st day of September, 1999.

Billy R. Algreen
Billy R. Algreen

Sheila M. Algreen
Sheila M. Algreen

William A. Ory
William A. Ory

Judith A. Ory
Judith A. Ory

STATE OF IOWA)
) SS
MADISON COUNTY)

On this 20th day of September, 1999, before me, the undersigned, a notary public in and for the State of Iowa, personally appeared to me Billy R. Algreen and Sheila M. Algreen, 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.



Glenda Huffman
Glenda Huffman, Notary Public

On this 21st day of September, 1999, before me, the undersigned, a notary public in and for the State of Iowa, personally appeared to me William A. Ory and Judith A. Ory, 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.



Glenda Huffman
Glenda Huffman, Notary Public