

REC \$ 5⁰⁰
AUD \$ 1⁰⁰
R.M.F. \$ 1⁰⁰

COMPUTER ☒
RECORDED ☒
COMPARED ☒

FILED NO. 4800
BOOK 140 PAGE 182
98 MAY 21 PH 3:48
MICHELLE UTSLER
RECORDER
MADISON COUNTY, IOWA
Telephone: 515-462-1091

This Document Prepared By: Security Abstract & Title Co. Inc., 114 N. 1st Ave., Winterse, Iowa 50273

EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

Thomas H. Walker, Jr. and Lynne C. Walker,
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:

A parcel of land in the Southwest Quarter of the Southwest Quarter of Section 3, Township 75 North, Range 26 West of the 5th Principal Meridian, Madison County, Iowa, more particularly described as follows: Beginning at the Southwest Corner of Section 3, T75N, R26W of the 5th P.M., Madison County, Iowa; thence along the South line of the SW 1/4 of the SW 1/4 of said Section 3, North 86°50'44" East, 1238.84 feet; thence North 00°00'00", 577.50 feet; thence North 86°50'44" East, 75.50 feet to the East line of said SW 1/4 of the SW 1/4; thence North 00°00'00", 740.92 feet to the Northeast Corner of said SW 1/4 of the SW 1/4; thence South 86°48'29" West, 1313.61 feet to the Northwest Corner of said SW 1/4 of the SW 1/4; thence South 00°02'01" West, 1317.60 feet to the point of beginning. Said parcel of land contains 38.697 Acres including 1.138 Acres of County Road Right of Way,

and locally known as: 230th 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, ^{T.S.} ~~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 4 day of March, 19 98.

Thomas H. Walker, Jr.
Thomas H. Walker, Jr.

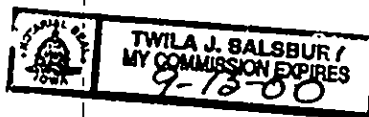
Lynne C. Walker
Lynne C. Walker

M5-186

STATE OF IOWA, MADISON COUNTY, ss:

On this 4 day of March, 19 98, before me the undersigned, a notary public in and for the State of Iowa appeared to me Thomas H. Walker, Jr. and Lynne C. Walker 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.

Twila J. Salsburg
Notary Public



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