

REC \$ 5⁰⁰
AUD \$ 1⁰⁰
R.M.F. \$ 1⁰⁰

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MICHELLE UTSLER
RECORDER

This Document Prepared By: Security Abstract & Title Co. Inc., 114 N. 1st Ave., Madison, Iowa 53701, Telephone: 515-462-1691

EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

Garna E. Rebik,

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 Southwest Quarter (SW 1/4), except railroad right of way, and except that part lying Northwest of the public road and containing one (1) acre more or less; also the South ten (10) acres of the Southeast Quarter of the Northwest Quarter (SE 1/4 NW 1/4) except railroad right-of-way, and except that part lying Northeast of the public road and containing 3 acres more or less; also all that part of the Southwest Quarter of the Northwest Quarter (SW 1/4 NW 1/4) lying Southeast of the public road and containing 3 acres more or less; also all that part of the North Three-fourths (N 3/4) of the Southeast Quarter of the Northwest Quarter (SE 1/4 NW 1/4) which lies South of the public road and containing 1 acre more or less; all in Section Thirty-two (32), Township Seventy-five (75) North, Range Twenty-six (26) West of the 5th P.M., AND The Northeast Quarter (NE 1/4) of Section Six (6), Township Seventy-four (74) North, Range Twenty-six (26) West of the 5th P.M.,

and locally known as:

2755 Settlers Rd

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.

DO NOT trench across Driveway.

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 7th day of May, 1998.

Garna E. Rebik
Garna E. Rebik

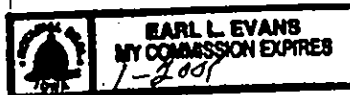
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STATE OF IOWA, MADISON COUNTY, ss:

On this 7th day of May, 1998, before me the undersigned, a notary public in and for the State of Iowa appeared to me Garna E. Rebik

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.

Earl L. Evans
Notary Public



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