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FILED NO. 2233

BOOK 140 PAGE 508

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MICHELLE UTSLER
RECORDER
MADISON COUNTY, IOWA

This Document Prepared By: Security Abstract & Title Co., Inc., 114 N. 1st Ave., Winterset, Iowa 50273 Telephone (515) 251-1111

EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

C. Todd Ham

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 Southeast Quarter (1/4) of the Southwest Quarter (1/4) of Section Thirty-four (34), Township Seventy-five (75) North, Range Twenty-seven (27) West of the 5th Principal Meridian, Madison County, Iowa, more particularly described as follows: Beginning at the South Quarter Corner of Section Thirty-four (34), Township Seventy-five (75) North, Range Twenty-seven (27) West of the 5th P.M., Madison County, Iowa; thence North 00°00'00" 477.26 feet along the east line of the Southwest Quarter (1/4) of said Section Thirty-four (34); thence South 89°44'42" West 389.74 feet; thence South 00°00'00" 474.40 feet to the south line of said Southwest Quarter (1/4); thence South 89°50'00" East 389.74 feet to the point of beginning. Said parcel contains 4.26 acres including 0.54 Acres of public road right of way,

and locally known as: 2797 Pioneer - Perm
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 _____ day of Nov 06, 19 98.

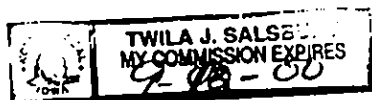
C. Todd Ham
C. Todd Ham

M5-354

STATE OF IOWA, MADISON COUNTY, ss:

On this 6 day of Nov, 19 98, before me the undersigned, a notary public in and for the State of Iowa appeared to me C. Todd Ham

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. Salsbery
Notary Public

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