

pg 47

FILED NO. **007028**REC \$ 5⁰⁰
AUD \$ 1⁰⁰
R.M.F. \$ 1⁰⁰COMPUTER ☒
RECORDED ☒
COMPALEDBOOK **144** PAGE **350**

2000 NOV 15 AM 10:27

This Document Prepared By: Security Abstract & Title Co., Inc., 114 N. 1st Ave., Winterset, Iowa 50273 Telephone: 563-462-1001
MICKI UTSLER
RECORDER
MADISON COUNTY, IOWA**EASEMENT**

KNOW ALL MEN BY THESE PRESENTS:

Michael R. Vivone,

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:

That part of the Southwest Quarter (SW 1/4) of Section Thirty-three (33), Township Seventy-seven (77) North, Range Twenty-seven (27) West of the 5th P.M, Madison County, Iowa, described as follows: Beginning at the Southwest corner of said Section 33; thence N. 00°00' E (assumed for the purpose of this description only) along the west line of said SW 1/4 (determined by splitting existing right-of-way fences), 1340.06 feet; thence N 89°35' E, 685.24 feet; thence S 00°25' E, 920.0 feet; thence N 89°35' E, 275.0 feet; thence S 00°25' E, 420.0 feet to the south line of said SW 1/4 (determined by splitting existing right-of-way fences); thence S 89°35'W along said south line of the SW 1/4, 970.0 feet to the point of beginning; containing 23.88 acres, more or less, subject to road rights-of-way over the west 33 feet and south 40 feet thereof. Said road rights-of-way containing 1.94 acres, more or less, as fenced,

and locally known as: 2419 160th
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 16
day of OCT, 19 00.

Michael R Vivone
Michael R. Vivone

M6-211



STATE OF IOWA, MADISON COUNTY, ss:

On this 16th day of October, 19 2000, before me the undersigned, a notary public in and for the State of Iowa appeared to me Michael R Vivone

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.

Linda S Pound
Notary Public

2419 160th