

pg 47

FILED NO. 007029

BOOK 144 PAGE 351

2000 NOV 15 AM 10:27

REC \$ 5⁰⁰
AUD \$
R.M.F. \$ 1⁰⁰

COMPUTER
RECORDED
COMPARED

NICKI UTSLER
RECORDER
MADISON COUNTY, IOWA

This Document Prepared By: Security Abstract & Title Co, Inc., 114 N. 1st Ave., Winterset, Iowa 50273 Telephone: 515-462-1691

EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

William J. Keul and Peggy E. Keul
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 West half (1/2) of the Southwest Quarter (1/4) of the Southwest Quarter (1/4) of Section Twenty-nine (29), Township Seventy-seven (77) North, Range Twenty-seven (27) West of the Fifth Principal Meridian, Madison County, Iowa, described as follows: Beginning at the Southwest corner of the Southwest Quarter (1/4) of the Southwest Quarter (1/4) of said Section Twenty-nine (29); thence on an assumed bearing of North 00°03'28" West along the West line of said Southwest Quarter (1/4) of the Southwest Quarter (1/4) 647.85 feet; thence South 73°45'26" East 689.68 feet to the East line of the West Half (1/2) of said Southwest Quarter (1/4) of the Southwest Quarter (1/4); thence South 00°00'09" East along said East line 453.10 feet to the Southeast corner of the West Half (1/2) of the Southwest Quarter (1/4) of the Southwest Quarter (1/4); thence South 89°50'25" West along the South line of said Southwest Quarter (1/4) of the Southwest Quarter (1/4) 661.52 feet to the Southwest corner of said Southwest Quarter (1/4) of the Southwest Quarter (1/4) and the point of beginning. Said parcel contains 8.36 acres,

and locally known as: 2318 148th
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 17th day of October, 192000.

William J. Keul
William J. Keul

Peggy E. Keul
Peggy E. Keul

M6-218

STATE OF IOWA, MADISON COUNTY, ss:

On this 17th day of Oct, 2000, before me the undersigned, a notary public in and for the State of Iowa appeared to me William J. Keul, Peggy E. Keul 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.

Peggy J. Cull
Notary Public

