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RECORDER
MADISON COUNTY, IOWA

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R.M.F. \$ 1.00

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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:

Thomas A. Herold and Rebecca A. Herold,

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 North Half of the Northeast Quarter (N1/2 NE1/4) of Section 26, Township 77 North, Range 27 West of the 5th P.M., Madison County, Iowa, EXCEPT Commencing at the N1/4 Corner of said Section 26; thence S 0°00'00" E along the West line of the NE1/4 of said Section 26, 197.38 feet to the Point of Beginning; thence N 90°00'00" E, 59.11 feet; thence S 46°47'40" E, 350.16 feet; thence S 25°48'45" E, 181.32 feet; thence S 3°37'14" E, 28.04 feet; thence N 84°46'01" E, 25.91 feet; thence S 0°07'19" E, 29.84 feet; thence S 86°59'53" E, 74.00 feet; thence N 74°33'20" E, 99.76 feet; thence S 20°33'12" E, 192.32 feet; thence S 0°50'15" W, 308.47 feet; thence N 75°12'25" W, 676.40 feet to a point on the west line of the NE1/4 of said Section 26; thence N 0°00'00" W along the West line of the NE1/4 of said Section 26, 751.53 feet to the Point of Beginning, Less legally established Road Right-of-Way.

and locally known as:

1408 Quailbridge


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.

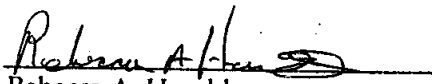
The Easement shall be 32 feet in width, the centerline of which shall be the water pipeline and the necessary appurtenances thereto.

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 10-18-00, 1900.


Thomas A. Herold


Rebecca A. Herold

M6-2323

STATE OF IOWA, MADISON COUNTY, ss:

On this 18th day of Oct, 2000, before me the undersigned, a notary public in and for the State of Iowa appeared to me Thomas A. Herold, Rebecca A. Herold 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.


Notary Public

