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MICKI 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

REC \$ 5⁰⁰
AUD \$
R.M.F. \$ 1⁰⁰

COMPUTER
RECORDED
COMPARED

KNOW ALL MEN BY THESE PRESENTS:

Joe C. Aeschliman and Cheryl M. Aeschliman,

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 West 358.8 feet of Lot 8 and the South 225.5 feet of Lot 10, all in the Final Plat of Berglund Rural Estates Subdistrict, Section 32-77-27, Madison County, Iowa, subject to recorded water easements and subject to permanent easement for road and utility purposes along the West 25 feet of the South 225.5 feet of said Lot 10; Lot 9, Berglund Rural Estates Subdistrict, Section 32-77-27, Madison County, Iowa, the North 151 feet of which and the East 20 feet of which and the West 20 feet of which are all subject to recorded water easements; the easement area shall be limited on this described parcel to within thirty two feet (32') of 152nd Street right-of-way on the south side of the parcel.

and locally known as: 2323 152nd St.
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. The water pipeline shall be located, installed and maintained on the easement area to avoid damage to existing improvements and mature trees. 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 20th day of November, 2000

Joe C. Aeschliman
Joe C. Aeschliman

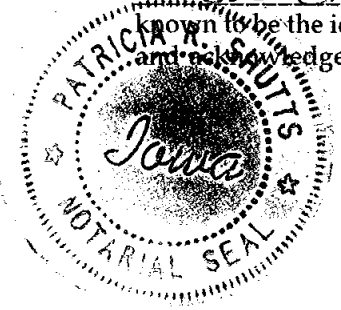
Cheryl M. Aeschliman
Cheryl M. Aeschliman

M6-232

STATE OF IOWA, MADISON COUNTY, ss:

On this 20th day of November, 2000, before me the undersigned, a notary public in and for the State of Iowa appeared to me

Joe C. Aeschliman AND Cheryl M. Aeschliman
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.



Patricia R. Shotts
Notary Public