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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

COMPUTER
RECORDED
COMPARED _____

UTSLER
RECORDER
MADISON COUNTY, IOWA

REC \$ 5.00
AUD \$ _____
R.M.F. \$ 1.00

KNOW ALL MEN BY THESE PRESENTS:

Delmar Hobart and Joan Hobart

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 East Half (E1/2) of the Southeast Quarter (SE1/4) of the Southeast Quarter (SE1/4) of Section Twenty-two (22) in Township Seventy-six (76) North, Range Twenty-six (26) West of the 5th P.M., Madison County, Iowa, also described as: A tract of land commencing at the Southeast Corner of Section Twenty-two (22), in Township Seventy-six (76) North, Range Twenty-six (26) West of the 5th P.M., Madison County, Iowa, which is the point of beginning, running thence North 1330 feet along the East line of said Section Twenty-two (22), thence South 84° 52' West 658.9 feet along the North line of the Southeast Quarter (1/4) of the Southeast Quarter (1/4) of said Section, thence South 1325.2 feet, thence North 85° 17' East 658.5 feet along the South line of said section to the point of beginning, containing 20.0023 acres, including 1.0075 acres of county road right-of-way.

and locally known as: 1991 Wildrose
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 January, 2001.

Delmar Hobart
Delmar Hobart

Joan Hobart
Joan Hobart

M6-2,000

STATE OF IOWA, MADISON COUNTY, ss:

On this 16 day of January, 192001, before me the undersigned, a notary public in and for the State of Iowa appeared to me Delmar Hobart & Joan Hobart 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 E. Miller
Notary Public

