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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

REC \$ 5⁰⁰
AUD \$ _____
R.M.F. \$ 1⁰⁰

COMPUTER
RECORDED
COMPARED _____

KNOW ALL MEN BY THESE PRESENTS:

Jane L. Copeland

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:

All that part of Lot Four (4) lying South of the following described line: Beginning at a point on the East line of said Lot Four (4) 30 feet South of the Northeast corner of said Lot Four (4), thence Westerly on a bearing of North 88°32' West a distance of 190.8 feet, thence North 58°37' West a distance of 316.5 feet to the Northeast corner of Lot Seven (7); and all that part of Lot Five (5) lying North of the following described line: Beginning at a point on the East line of said Lot Five (5) 100 feet South of the Northeast corner of said Lot Five (5), thence Westerly on a bearing of South 81°43' West a distance of 465.7 feet to the Southeast corner of Lot Seven (7), being a point on the West line of said Lot Five (5); all of the Final Plat of Berglund Rural Estates Sub-District in the Northwest Quarter (1/4) of Section Thirty-two (32), in Township Seventy-seven (77) North, Range Twenty-seven (27) West of the 5th P.M., Madison County, Iowa, and containing 2.97 acres,

and locally known as: 533 North River ~~St~~ Trail
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 2nd day of January, 2001.

Jane L. Copeland
Jane L. Copeland

M6-227

STATE OF IOWA, MADISON COUNTY, ss:

On this 2 day of January, 2001, before me the undersigned, a notary public in and for the State of Iowa appeared to me Jane L. Copeland

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.

Debra K. Gillman
Notary Public

