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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

KNOW ALL MEN BY THESE PRESENTS:

REC \$ 5⁰⁰
AUD \$ _____
R.M.F. \$ 1⁰⁰

COMPUTER
RECORDED
COMPARED

Patrick B. Lynch and Laura A. Lynch,

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:

A tract of land in the Southwest Quarter of the Northwest Quarter (SW1/4 NW1/4) of Section Thirty-four (34), Township Seventy-seven (77) North, Range Twenty-six (26) West of the 5th P.M., Madison County, Iowa, more particularly described as follows: Commencing at the West Quarter Corner of said Section Thirty-four (34), thence along the South line of the Northwest Quarter (NW1/4) of said Section Thirty-four (34), North 90°00'00" East 230.58 feet to the point of beginning. Thence continuing North 90°00'00" East 272.69 feet; thence North 00°12'25" East 159.74 feet; thence South 90°00'00" West 272.69 feet; thence South 00°12'25" West 159.74 feet to the point of beginning. Said tract contains 1.000 acres including 0.207 acres of county road right of way. The South line of the said Northwest Quarter (NW1/4) is assumed to bear due East and West.

311-155th

and locally known as: _____
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.

PL

It is agreed that, during the period of initial construction, ~~crop~~ 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 13th day of February, 2001.

Patrick B. Lynch
Patrick B. Lynch

Laura A. Lynch
Laura A. Lynch

M6-2125

STATE OF IOWA, MADISON COUNTY, ss:

On this 13 day of February, 2001, before me the undersigned, a notary public in and for the State of Iowa appeared to me Patrick B. Lynch and Laura A. Lynch 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

