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REC \$ 5⁰⁰
AUD \$ _____
R.M.F. \$ 1⁰⁰

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

COMPUTER
RECORDED
COMPARED

KNOW ALL MEN BY THESE PRESENTS:

Jerome P. Sullivan and Theresa E. Sullivan,

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 of the South Half (S1/2) of the Northwest Quarter (NW1/4) lying Westerly of the middle of North Branch of North River, in Section Thirty-four (34), Township Seventy-seven (77) North, Range Twenty-seven (27) West of the 5th P.M., Madison County, Iowa, except the following described tract: Commencing at the Northwest corner of Section Thirty-four (34), Township Seventy-seven (77) North, Range Twenty-seven (27) West of the 5th P.M., Madison County, Iowa, thence South 0°00' West 1418.55 feet along the West line of the Northwest Quarter (NW1/4) of said Section Thirty-four (34), to the point of beginning, thence South 66°26'18" East 297.49 feet, thence South 0°00' West, 665.04 feet, thence North 90°00' West 272.69 feet, thence North 0°00' East, 783.96 feet along the West line of the Northwest Quarter (NW1/4) of said Section Thirty-four (34) to the point of beginning, subject to highway right of way record

and locally known as: 1542 Prairie Rd
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 26th day of January, 2001.

Jerome P. Sullivan
Jerome P. Sullivan

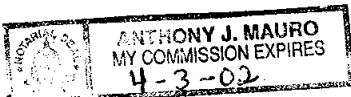
Theresa E. Sullivan
Theresa E. Sullivan

M6-2,254

STATE OF IOWA, MADISON COUNTY, ss:

On this 26th day of January, 2001, before me the undersigned, a notary public in and for the State of Iowa appeared to me ~~Jerome P. Sullivan~~ Theresa E. Sullivan, Jerome P. Sullivan

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.



Anthony J. Mauro
Notary Public