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This Document Prepared By: Security Abstract & Title Co. Inc., 114 N. 1st Ave., Winterset, Iowa 50273 Telephone: 515-462-1691

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EASEMENT

REC \$ 5⁰⁰
AUD \$ _____
R.M.F. \$ 1⁰⁰

MICKI UTSLER
RECORDER
MADISON COUNTY, IOWA

KNOW ALL MEN BY THESE PRESENTS:

Jeff Crittenden & Lori Crittenden

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 parcel of land located in the Northwest Quarter of the Northwest Quarter of Section 33, Township 77 North, Range 27 West of the 5th P.M., Madison County, Iowa, more particularly described as follows: Beginning at the Southwest corner of the NW 1/4 of the NW 1/4 of Section 33, T77N, R27W of the 5th P.M., Madison County, Iowa; thence, along the South line of said NW 1/4 of the NW 1/4, North 89° 37' 11" East 848.48 feet; thence North 00° 00' 00" 159.83 feet, thence South 87° 47' 27" West 600.58 feet; thence North 05° 25' 59" West 258.55 feet; thence North 14° 27' 56" West 225.02 feet; thence South 89° 53' 17" West 167.64 feet to the West line of said Section 33; thence, along said West line, South 00° 00' 00" 617.27 feet to the Point of Beginning. Said parcel of land contains 5.250 acres, including 0.490 acres of county road right-of-way,

and locally known as:

1516 Old Portland 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 4th day of June, 2001.

Jeff Crittenden
Jeff Crittenden

Lori Crittenden
Lori Crittenden

M6-0332

STATE OF IOWA, MADISON COUNTY, ss:

On this 4th day of June, 2001, before me the undersigned, a notary public in and for the State of Iowa appeared to me

Jeff Crittenden, Lori Crittenden

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.

Peggy N. Crabbs
Notary Public

