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R.M.F. \$ 1.00

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

MICHAEL W. WITSLER  
RECORDER  
MADISON COUNTY, IOWA

EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

Eveland  
Marcia D. Newton and Greg K. Eveland,

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 North Half (N 1/2) of the Northwest Quarter (NW 1/4) of Section Thirteen (13), Township Seventy-five (75) North, Range Twenty-seven (27) West of the 5th P.M., Madison County, Iowa, more particularly described as follows: Commencing at the Northwest Corner of Section Thirteen (13), Township Seventy-five (75) North, Range Twenty-seven (27) West of the 5th P.M., Madison County, Iowa; thence North 90°00'00" East 1113.43 feet along the North line of the Northwest Quarter (NW 1/4) of said Section Thirteen (13), to the point of beginning, thence continuing along said North line, North 90°00'00" East 422.85 feet; thence South 00°51'39" East 320.35 feet; thence North 89°24'10" West 249.39 feet; thence North 00°00'00" 119.79 feet, thence North 89°58'13" West 177.17 feet; thence North 00°19'18" West 197.84 feet to the point of beginning; said tract of land contains 2.616 acres including 0.535 acres of County Road Right of Way,

and locally known as: 2726 St. Charles 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 21  
day of MARCH, 1998.

Marcia D. Eveland  
Marcia D. Newton Eveland

Greg K. Eveland  
Greg K. Eveland

M5-217

STATE OF IOWA, MADISON COUNTY, ss:

On this 21 day of March, 1998, before me the undersigned, a notary public in and for the State of Iowa appeared to me Marcia D. Eveland (Newton)  
Greg K. Eveland

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.

JOHN S. SHAW  
MY COMMISSION EXPIRES  
2-11-20

John S. Shaw  
Notary Public