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MICKI UTSLER
RECORDER
MADISON COUNTY, IOWA

This Document Prepared By: Security Abstract & Title Co., Inc., 114 N. 1st Ave., Winterset, Iowa 50273 Telephone: 515-282-4222

pg. 48

EASEMENT

REC \$ 5⁰⁰
AUD \$ _____
R.M.F. \$ 1⁰⁰

KNOW ALL MEN BY THESE PRESENTS:

David G. Dalbey and Diana C. Dalbey.
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 described as commencing at the Northeast Corner of the Southeast Quarter (1/4) of the Southwest Quarter (1/4) of Section Thirty-four (34), Township Seventy-seven (77) North, Range Twenty-seven (27) West of the 5th P.M., Madison County, Iowa, thence N 90°00'00" W 1679.42 feet to Point of Beginning, thence continuing N 90°00'00" W 956.71 feet to the Northwest Corner of the Southwest Quarter (SW1/4) of the Southwest Quarter (1/4) of said Section Thirty-four (34), thence S 0°02'48" E 268.60 feet along the west line of said Southwest Quarter (1/4) of the Southwest Quarter (1/4), thence S 88°49'35" E 953.57 feet, thence N 0°37'13" E 288.15 feet to the Point of Beginning, containing 6.1034 acres including 0.9411 acres of county road right-of-way, Note: The North line of the Southwest Quarter (1/4) of the Southwest Quarter (1/4) of Section Thirty-four (34), Township Seventy-seven (77) North, Range Twenty-seven (27) West of the 5th P.M., is assumed to bear due East and West,

and locally known as: 2510 160th St.
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 27
day of November, 2001.

David G. Dalbey
David G. Dalbey

Diana C. Dalbey
Diana C. Dalbey

M6-2313

STATE OF IOWA, MADISON COUNTY, ss:

On this 27 day of November, 192001, before me the undersigned, a notary public in and for the State of Iowa appeared to me David G. Dalbey & Diana C. Dalbey 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

