

FILED NO. 1278

BOOK 140 PAGE 387

98 SEP 17 PM 2:51

COMPUTER

RECORDED

COMPARED

MICHELLE UTSLER
RECORDER
MADISON COUNTY, IOWA

REC 5.00
AUD \$
R.M.F. \$ 1.00

Prepared

by: John E. Casper, 223 East Court, Winterset, IA 50273-0067 (515) 462-4912

EASEMENT

KNOW ALL PEOPLE BY THESE PRESENTS:

FRANK A. SCHOENAUER, a single person, hereinafter referred to as GRANTOR, in consideration of One Dollar and Other Valuable Consideration, hereby grant and convey unto Warren Water District, 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:

The North 800 feet and the South 300 feet of the West 20 feet of the Northwest Quarter (¼) of the Northwest Quarter (¼) of Section Twenty-eight (28), Township Seventy-six (76) North, Range Twenty-seven (27) West of the 5th P.M., Madison County, Iowa, lying East of the Nature Trail county road right-of-way as located across the said Northwest Quarter (¼) of the Northwest Quarter (¼) of said Section, DESCRIBED AS FOLLOWS: The North 800 feet and the South 300 feet of the West 20 feet of said property which is parallel and adjacent to the Nature Trail county road right-of-way beginning at the North boundary line of said property, thence South along and adjacent to said county road right-of-way to the South boundary line of said property; and, the Southwest Quarter (¼) of the Northwest Quarter (¼) of Section Twenty-eight (28), Township Seventy-six (76) North, Range Twenty-seven (27) West of the 5th P.M., Madison County, Iowa, lying West of the Nature Trail county road right-of-way as located across the said Southwest Quarter (¼) of the Northwest Quarter (¼) of said Section, DESCRIBED AS FOLLOWS: The West 20 feet of said property which is parallel and adjacent to the Nature Trail county road right-of-way beginning at the North boundary line of said property, thence South along and adjacent to said county road right-of-way to the South boundary line of said property.

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 20 feet in width from the East line of the adjoining county road right-of-way.

Grantee agrees to pay for and/or repair damage to any tile drain lines caused by or resulting from the initial construction.

The Grantee agrees to give the Grantor prior forty-eight (48) hour notice of any non-emergency repair work to be performed on the waterline occurring after the waterline is constructed and installed on the premises.

It is agreed that the GRANTEE shall be responsible for restoration of the surface of the earth disturbed by the exercise of its easement rights and for the repair or replacement of any subsurface damage such as to tile line, wells or springs. In addition, the GRANTEE shall pay for damages such as to fences or crops caused by the exercise of its easements rights. 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 GRANTEE shall not cut the drain pipe under the field entrance to the premises located at the West end thereof and shall not cut through, damage or displace the ten (10) inch field drain outlet in the ditch towards the East side of the premises.

The temporary construction easement 32 feet in width across the above-described real estate is granted for the initial waterline construction and installation during the period from the date of execution of this easement agreement until ninety (90) days after the installation of the waterline upon the above-described premises. This temporary easement shall expire on said date without further agreement or action by the parties or either of them.

The grant and other provisions of this easement shall constitute a covenant running with the land for the benefit of the parties, its successors and assigns.

IN WITNESS WHEREOF, the GRANTORS have executed this instrument this 2nd day of September 1998.

Frank Schoenauer
Frank A. Schoenauer

STATE OF IOWA, MADISON COUNTY, SS:

On this 2nd day of September, 1998, before me the undersigned, a notary public in and for the State of Iowa appeared to me Frank A. Schoenauer, known to be the identical person named in and who executed the within and foregoing instrument, and acknowledged that he executed the same as his voluntary act and deed.

Mary B. Merulla
Notary Public

