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

MICHELLE UTSLET  
RECORDER  
MADISON COUNTY, IOWA

This Document Prepared By: Security Abstract & Title Co., Inc., 114 N. 1st Ave., Waterloo, Iowa, 50273 Telephone: 565-400-1001

EASEMENT

COMPUTER   
RECORDED   
COMPARED

KNOW ALL MEN BY THESE PRESENTS:

Forrest R. McVay and Michelle L. McVay

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:

Parcel "A" located in the Northwest Quarter (1/4) of the Northeast Quarter (1/4) of Section Thirty-one (31), Township Seventy-five (75) North, Range Twenty-seven (27) West of the 5th P.M., Madison County, Iowa, more particularly described as follows: Beginning at the northeast corner of the Northwest Quarter (1/4) of the Northeast Quarter (1/4) of said Section Thirty-one (31); thence on an assumed bearing South 00°00'00" West along the east line of said Northwest Quarter (1/4) of the Northeast Quarter (1/4) a distance of 270.00 feet; thence South 89°25'28" West 800.00 feet; thence North 00°00'00" West 270.00 feet; thence North 89°25'28" East 800.00 feet to the northeast corner of said Northwest Quarter (1/4) of the Northeast Quarter (1/4) and the point of beginning. Said tract contains 4.96 acres and is subject to Madison County Highway Easement over the easterly 0.24 acres thereof.

and locally known as 2701 Mellstone Ave  
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 1 day of December, 19 98.

Forrest R. McVay  
Forrest R. McVay

Michelle L. McVay  
Michelle L. McVay

M5-2219

STATE OF IOWA, MADISON COUNTY, ss:

On this 1 day of December, 19 98, before me the undersigned, a notary public in and for the State of Iowa appeared to me Forrest R. McVay and Michelle L. McVay 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

