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MICHAEL E. UTSLER
RECORDER
MADISON COUNTY, IOWA

REC'D 5th
ADDS 1st
COMPUTER ☒
RECORDED ☒
COMPARED ☒

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

EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

Dennis L. Hedlund and Paula S. Hedlund, 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:
The Northwest Quarter (1/4) of the Southeast Quarter (1/4) of Section Two (2) in Township Seventy-seven (77) North, Range Twenty-eight (28) West of the 5th P.M., Madison County, Iowa, EXCEPT a parcel described as beginning at the Southwest corner of the Northwest Quarter (1/4) of the Southeast Quarter (1/4) of said Section 2; thence on an assumed bearing of North 00°18'18" East along the West line of said Northwest Quarter (1/4) of the Southeast Quarter (1/4) 648.62 feet; thence North 90°00'00" East 268.92 feet; thence South 24°30'18" East 466.52 feet; thence South 03°31'40" East 224.54 feet to the South line of said Northwest Quarter (1/4) of the Southeast Quarter (1/4); thence north 90°00'00" West along said South line 479.69 feet to the Southwest corner of said Northwest Quarter (1/4) of the Southeast Quarter (1/4) and the point of beginning; said excepted tract containing 6.00 acres and subject to a Madison county highway easement over the Southerly 0.44 acres thereof; AND EXCEPT a parcel described as commencing at the Southwest corner of the Northwest Quarter (1/4) of the Southeast Quarter (1/4) of said Section 2; thence on an assumed bearing of North 00°18'18" East along the West line of said Northwest Quarter (1/4) of the Southeast Quarter (1/4) a distance of 648.62 feet to the point of beginning; thence North 00°18'18" East along said West line 241.54 feet; thence South 50°44'44" East 324.20 feet; thence South 24°30'18" East 40.00 feet; thence North 90°00'00" West 268.92 feet to the West line of the Northwest Quarter (1/4) of the Southeast Quarter (1/4) of said Section 2, and the point of beginning; said excepted tract containing 0.81 acres, and locally known as: 2047 105th Street, Earlham, Iowa, 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 22 day of June, 1999.

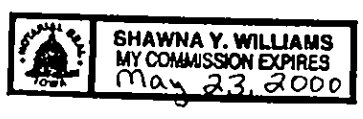
Dennis L. Hedlund
Dennis L. Hedlund

Paula S. Hedlund
Paula S. Hedlund

M5-2412

STATE OF IOWA, MADISON COUNTY, ss:

On this 22nd day of June, 1999, before me the undersigned, a notary public in and for the State of Iowa appeared to me Dennis and Paula Hedlund 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.



Shawna Williams
Notary Public

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