

RECS. 5⁰⁰
AUDS. 1⁰⁰
R.M.F.S. 1⁰⁰

COMPILED ✓
RECORDED ✓
INDEXED ✓

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This Document Prepared By: Security Abstract & Title Co. Inc., 114 N. 1st Ave., Winterset, Iowa 50273, Telephone 562-0021, FAX 562-0021 IOWA

EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

Stanley E. Marquardt and Edna M. Smith, 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 Southwest Quarter (1/4) of Section Three (3) Township Seventy-seven (77) North, Range Twenty-seven (27) West of the 5th P.M. except A tract of land located in the Southwest Quarter (1/4) of Section Three (3), Township Seventy-seven (77) North, Range Twenty-seven (27) West of the 5th P.M., Madison County, Iowa and described as follows: Commencing as a point of reference at the West Quarter (1/4) corner of said Section Three (3), thence S 00°00'00" E (assumed for the purpose of this description only) along the west line of said Southwest Quarter (1/4), 424.20 feet to the point of beginning; thence S 88°20'12" E, 130.00 feet; thence S 00°00'00" W., 100.00 feet; thence N 88°20'12" W., 130.00 feet to the west line of said Southwest Quarter (1/4); thence N 00°00'00" E along said west line, 100.00 feet to the point of beginning and containing 0.298 acres, more or less, including 0.092 acres for road right-of-way over the west 40 feet thereof.

and locally known as: 105th (P. 1571) 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 28th day of September, 1999.

Stanley E. Marquardt
Stanley E. Marquardt

Edna M. Smith
Edna M. Smith

Concerned about tile repair. Wants notified so he can be present for all M6-2,305 tile repair. Repair to be done with connectors not water pipe, nor white rock.

STATE OF IOWA, MADISON COUNTY, ss:
DALLAS

On this 28TH day of SEPTEMBER, 1999, before me the undersigned, a notary public in and for the State of Iowa appeared to me STANLEY E. MARQUARDT AND EDNA M. SMITH

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.



Julia A. Baldon
Notary Public JULIA BALDON

2480 Sportsman Club Rd.
Ade 1 993-3075

M6-2305