

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

FILED NO 3169

BOOK 138 PAGE 569

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MICHELLE UTSLEK  
RECORDER  
MADISON COUNTY, IOWA

COMPUTER   
RECORDED   
COMPARED

THIS DOCUMENT PREPARED BY  
Richard B. Clogg, Attorney at Law  
106 E. Salem Ave. P.O. Box 215  
Indianola, Iowa 50125  
Telephone 515 961 2574

EASEMENT

KNOW ALL MEN BY THESE PRESENTS  
Mark A. Plisch, Mary Gregory

hereinafter referred to as GRANTORS, 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 Northwest Quarter (1/4) of the Southeast Quarter (1/4), and the South Ten (10) Acres of the Southwest Quarter (1/4) of the Northeast Quarter (1/4) and a tract beginning at the Southeast Corner of the Southeast Quarter (1/4) of the Northwest Quarter (1/4) of Section Eleven (11) in Township Seventy six (76) North Range Twenty-seven (27) West of the 5th P.M., Madison County Iowa, thence North 89° 41' West 450.4 Feet, thence North 52° 21' East 157.7 Feet thence South 89° 50' East 325.9 Feet thence South 0° 12 3/4' West 97.9 Feet to the Point of Beginning, containing 0.67 Acres, except a tract beginning 97.9 Feet North 0° 12 3/4' East of the Southwest Corner of the Southwest Quarter (1/4) of the Northeast Quarter (1/4) of Section Eleven (11) in Township Seventy six (76) North Range Twenty-seven (27) West of the 5th P.M. Madison County Iowa thence North 0° 12 3/4' East 256.4 Feet, thence South 89° 02' 1/4' East 217.0 Feet thence South 0° 03' 1/2' East 251.6 Feet, thence North 89° 30' 1/2' West 218.2 Feet to the Point of Beginning, containing 1.28 Acres, subject to and together with any and all easements, covenants and restrictions of record

1749 Quail Ridge 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 WHERE OF, the GRANTORS have executed this instrument this 19 day of February, 1998

Mark A. Plisch  
Mark A. Plisch

Mary Gregory  
Mary Gregory

STATE OF IOWA, ss

On this 19 day of February, 1998, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Mark A. Plisch and Mary Gregory to me known to be the identical persons named in and who executed the above and foregoing, and acknowledged that they executed the same as their voluntary act and deed

Kevin Spencer  
Notary Public

