

FILED NO. 4821  
BOOK 140 PAGE 193  
98 MAY 22 AM 9:29

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

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COMPARED

MICHELLE UTSLER  
RECORDER  
MADISON COUNTY, IOWA

This Document Prepared By: Security Abstract & Title Co. Inc., 114 N. 1st Ave., Winterset, Iowa 50273 Telephone 562-1500

EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

Thomas Norman Foura and Cheryl A. Foura,

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:

A parcel of land in the Northwest Quarter (NW 1/4) of the Northwest Quarter (NW 1/4) of Section 27, Township 75 North, Range 26 West of the 5th P.M., Madison County, Iowa, more particularly described as follows: Beginning at the Northwest Corner of said Section 27, thence South 00°00'00" 360.28 feet along the West line of the Northwest Quarter (NW 1/4) of said Section 27, thence Northeasterly 878.30 feet along a 1712.95 foot radius curve, concave northwesterly and having a long chord bearing North 60°24'51" East 868.75 feet and a central angle of 29°22'45", thence South 84°48'33" West 758.59 feet along the North line of said Northwest Quarter (NW 1/4) of Section 27, to the point of beginning, said parcel contains 3.87 acres including 0.26 acres of county road right of way,

and locally known as:

2594 Valley View

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 06 day of April, 1998.

Thomas Norman Foura  
Thomas Norman Foura

Cheryl A. Foura  
Cheryl A. Foura

THOMAS NORMAN FOURA

Cheryl A. Foura

M5-470

STATE OF IOWA, MADISON COUNTY, ss:

On this 6 day of April, 1998, before me the undersigned, a notary public in and for the State of Iowa appeared to me Thomas Norman Foura and Cheryl A. Foura 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.



Twila J. Salsbury  
Notary Public