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MICHELLE UTSLER
RECORDER
MADISON COUNTY, IOWA

REC \$ 5⁰⁰ COMPUTER
AUD \$ 1⁰⁰ RECORDED
R.M.F. \$ 1⁰⁰ 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:

Joseph D. Bequette and Julia R. Eaton, 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 Southwest Quarter (1/4) of the Southeast Quarter (1/4) of Section Three (3), in Township Seventy-five (75) North, Range Twenty-six (26) West of the 5th P.M., Madison County, Iowa, more particularly described as follows: Commencing at the Northeast corner of the Southwest Quarter (1/4) of the Southeast Quarter (1/4) of Section Three (3), in Township Seventy-five (75) North, Range Twenty-six (26) West of the 5th P.M., and being the point of beginning, thence South 86°44' West 236.5 feet along the North line of said Southwest Quarter (1/4) of the Southeast Quarter (1/4), thence South 03°54' East 83.0 feet, thence South 88°53' East 72.0 feet, thence South 02°47' East 221.0 feet, thence North 86°44' East 148.0 feet, thence North 00°00' 310.0 feet along the East line of said Southwest Quarter (1/4) of the Southeast Quarter (1/4) to the point of beginning, said parcel contains 1.25 Acres including 0.14 Acres of public road right of way,

and locally known as: Warren Water 7281 Elevation 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 7th day of March, 1998.

Joseph D. Bequette
Joseph D. Bequette

Julia R. Eaton
Julia R. Eaton

M5-191

STATE OF IOWA, MADISON COUNTY, ss:

On this 7th day of March, 1998, before me the undersigned, a notary public in and for the State of Iowa appeared to me Joseph D. Bequette and Julia R. Eaton 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.

Diane M. Daniels
Notary Public



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