

4697

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MICHELLE UTSLER
RECORDER
MADISON COUNTY, IOWA

REC \$ 5⁰⁰
AUD \$
R.M.F. \$ 1⁵⁰

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COMPARED

This Document Prepared By: Security Abstract & Title Co., Inc., 114 N. 1st Ave., Winterset, Iowa 50273 Telephone 562-1111

EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

Paul J. Schaefer and Betty J. Schaefer, 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 Northwest Quarter (1/4) of Section Twenty-five (25), Township Seventy-six (76) North, Range Twenty-seven (27) West of the 5th P.M., Madison County, Iowa, more particularly described as follows: Commencing at the West Quarter (1/4) Corner of Section Twenty-five (25), Township Seventy-six (76) North, Range Twenty-seven (27) West of the 5th P.M., Madison County, Iowa, thence along the West line of the Northwest Quarter (1/4) of said Section Twenty-five (25), North 00°00'00", 305.38 feet to the point of beginning, thence continuing North 00°00'00" 287.30 feet, thence North 87°51'00" East, 455.18 feet thence South 00°00'00", 287.30 feet, thence South 87°51'00" West, 455.18 feet to the point of beginning, said parcel of land contains 3.000 Acres including 0.018 Acres of County Road Right of Way

and locally known as: 2607 Quail Valley Dr 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 19th day of February 1998.

Paul J. Schaefer
Paul J. Schaefer

Betty J. Schaefer
Betty J. Schaefer

M5-2,143

STATE OF IOWA, MADISON COUNTY, ss:

On this 19th day of February, 19 98 before me the undersigned, a notary public in and for the State of Iowa appeared to me Paul J. Schaefer & Betty J. Schaefer

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.



Joyce A. Beeson
Notary Public

✓ M5-2143