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MICHELLE UTSLER
RECORDED
MADISON COUNTY, IOWA

This Document Prepared By: Security Abstract & Title Co., Inc., 114 N. 1st Ave., Winterset, Iowa 50273. Telephone (515) 600-0001.

EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

Michael J. Hayes,

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 tract of land in the Northeast Quarter (1/4) of the Northeast Quarter (1/4) of Section Twenty-five (25), Township Seventy-five (75) North, Range Twenty-seven (27) West of the 5th Principal Meridian, Madison County, Iowa, more particularly described as follows: Beginning at the Northeast Corner of Section Twenty-five (25), Township Seventy-five (75) North, Range Twenty-seven (27) West of the 5th P.M., Madison County, Iowa; thence along the East line of said Section Twenty-five (25), South 00°00'00" 648.87 feet; thence North 88°59'55" West 513.05 feet; thence North 01°31'35" West 344.36 feet; thence North 89°19'53" West 330.63 feet; thence North 00°42'15" West 302.71 feet to the North line of said Section Twenty-five (25); thence along said North line South 89°20'21" East 856.52 feet to the Point of Beginning. Said tract of land contains 10.025 acres, including 1.115 acres of county road right of way,

and locally known as: 2609 Settlers Rd
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 _____ day of 2-27, 1998.

Michael J. Hayes
Michael J. Hayes

M5-288

STATE OF IOWA, MADISON COUNTY, ss:

On this 27th day of February, 1998, before me the undersigned, a notary public in and for the State of Iowa appeared to me Michael J. Hayes

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.

John W. Spurr
Notary Public

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