

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

COMPUTER
RECORDED
COMPARED

FILED NO. 4760 P. 11
BOOK 142 PAGE 142
98 MAY 21 PM 3:45

This Document Prepared By: Security Abstract & Title Co., Inc., 114 N. 1st Ave., Winterset, Iowa 50273 Telephone: (515) 251-1234
MICHELLE UTSLER
MADISON COUNTY, IOWA

EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

~~Francis M. Gordon, Betty J. Herrin Miller, John Bartleson, and Joyce I. Bartleson,~~
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:

Commencing at the Northwest corner of Section 23, Township 76 North, Range 27, West of the 5th P.M., thence S. 00°00' 571.80 feet along the west line of the Northwest Quarter (NW1/4) of said Section 23 to the point of beginning. Thence N. 87°21' E. 218.27 feet, thence S. 03°48' E. 756.75 feet, thence S. 89°05' W. 268.22 feet along the South line of the Northwest Quarter (NW1/4) of the Northwest Quarter (NW1/4) of said Section 23, thence N. 00°00' 749.29 feet along the west line of the Northwest Quarter (NW1/4) of said Section 23 to the point of beginning. Said parcel contains 4.2022 acres including 0.5592 acres of County Road Right of Way and is situated in the Northwest Quarter (NW1/4) of the Northwest Quarter (NW1/4) of Section 23, Township 76 North, Range 27, West of the 5th P.M., Madison County, Iowa.

and locally known as: 1910 Quarry Dr TRAIL, Winterset, IA 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 April 28, 19 98.

~~Francis M. Gordon~~

~~Betty J. Herrin Miller~~

~~John Bartleson~~

Joyce I. Bartleson
Joyce I. Bartleson

M5-2086

STATE OF IOWA, MADISON COUNTY, ss:

On this 28th day of April, 19 98, before me the undersigned, a notary public in and for the State of Iowa appeared to me Joyce I. Bartleson

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.

 GORDON K. DARLING

Gordon K. Darling
Notary Public

M5-2086