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29-75-26

REC \$ 5⁰⁰
AUD \$
R.M.F. \$ 1⁰⁰

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FILED NO. 4774
BOOK 140 PAGE 156
98 MAY 21 PM 3:46

MICHELLE UTSLER
RECORDER
MADISON COUNTY, IOWA

Security Abstract & Title Co., Inc., 114 N. 1st Ave., Winterset, Iowa 50273

EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

Steven W. Anderson and Genonne M. Anderson,

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 Northeast Quarter (1/4) of the Northwest Quarter (1/4) of Section Twenty-nine (29) 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 North Quarter (1/4) Corner of Section Twenty-nine (29) in Township Seventy-five (75) North, Range Twenty-six (26) West of the 5th P.M., thence South 84°53'57" West 656.93 feet along the section line to the point of beginning, thence continuing South 84°53'57" West 665.68 feet to the Northwest Corner of the Northeast Quarter (1/4) of the Northwest Quarter (1/4) of said Section, thence South 00°32'30" East 862.10 feet along the West line of said Northeast Quarter (1/4) of the Northwest Quarter (1/4), thence North 84°53'00" East 485.00 feet, thence South 00°32'30" East 450.90 feet, thence North 84°53'00" East 180.69 feet along the South line of said Northeast Quarter (1/4) of the Northwest Quarter (1/4), thence North 00°32'30" West 1312.81 feet to the point of beginning, said parcel contains 15.00 Acres including 0.78 Acres of county road right of way, and locally known as: 2941-2600

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 13 day of March, 1998.

Steven W. Anderson
Steven W. Anderson

Genonne M. Anderson
Genonne M. Anderson

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STATE OF IOWA, MADISON COUNTY, ss:

On this 13 day of March, 1998, before me the undersigned, a notary public in and for the State of Iowa appeared to me Steven W. Anderson and Genonne M. Anderson 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



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