

REC 58

AUD 100

R.M.F. 100

FILED NO. 2227

BOOK 140 PAGE 500

98 DEC -1 AM 9: 16

THIS DOCUMENT PREPARED BY: Richard B. Clogg, Attorney at Law
106 E. Salem Ave., P.O. Box 215, Indianola, Iowa 50125 Telephone: 515-961-2574

COMPUTER
RECORDED
COMPARED

EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

~~Brenna C. Goering Bjorland, Valerie C. Goering,
Gared T. Goering,~~

MICHELLE UTSLER
RECORDER
MADISON COUNTY, IOWA

hereinafter referred to as GRANTORS, in consideration of One Dollar and Other Valuable consideration, hereby grant and convey unto Warren Water District, 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 of the Northeast Quarter of Section 9, Township 75 North Range 26 West of the 5th Principal Meridian, Madison County, Iowa, more particularly described as follows: Beginning at the Southwest Corner of The Southwest Quarter of the Northeast Quarter of Section 9, Township 75 North Range 26 West of the 5th P.M., Madison County, Iowa; thence North 85°50'36" East 891.00 feet along the south line of said Southwest Quarter of the Northeast Quarter; thence North 41°14'56" West 1347.82 feet to the west line of said Southwest Quarter of the Northeast Quarter; then South 00°00'00" 1077.94 feet to the point of beginning. Said parcel contains 10.995 Acres including 0.789 Acres of county road right of way,

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 and during all future repair and maintenance, the Grantee shall be responsible for restoration of the surface of the earth disturbed by the exercise of its easement rights and for the repair and replacement of any subsurface damage such as to tile line, wells, or springs. In addition, the Grantee shall pay for damages to fences, crops, trees, and seeding.

It is further agreed that the Grantee will keep damage and/or removal of trees, brush, and shrubbery to a minimum. 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 WHERE OF, the GRANTORS have executed this instrument this 16th day of October, 1998.

~~Brenna C. Goering Bjorland~~

~~Valerie C. Goering~~

STATE OF IOWA, ss:

On this 16 day of October, 1998, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Valerie C. Goering to me known to be the identical persons named in and who executed the above and foregoing, and acknowledged that they executed the same as their voluntary act and deed.

Stacey L. Wagner
Notary Public

