

P. 0101

M-0229

## EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

Verl W. Dillinger and Inez Dillinger, husband and wife, 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:

All that part of the SE $\frac{1}{4}$  of the SE $\frac{1}{4}$  of Section 2, which lies North and West of the right of way of the Chicago Great Western Railway EXCEPT Commencing at the Southwest corner thereof and running thence East 50 feet, thence North 103  $\frac{3}{4}$  feet, thence West 10 feet, thence North 300 feet, thence West 40 feet, thence South 403  $\frac{3}{4}$  feet to the point of beginning;

AND The East 510 feet of the SW $\frac{1}{4}$  of the SE $\frac{1}{4}$  of said Section 2 EXCEPT The South 103  $\frac{3}{4}$  feet thereof, AND EXCEPT That part thereof Platted into Lots 5, 6, 7 and 8, Block 1, Stewart's Second Addition to the Town of East Peru; all in Township 74 North, Range 27 West of the 5th P.M., Madison County, Iowa;

AND Commencing 248 feet East of the NW corner of the NE $\frac{1}{4}$  of the NE $\frac{1}{4}$  of Section 11, thence East 272 feet and 5 inches to the right of way of said Railway, thence Southwesterly along the Northerly line of said right of way 404 $\frac{1}{2}$  feet, thence North 299 feet and 5 inches to the point of beginning;

AND All that part of the West 198 feet of the NW $\frac{1}{4}$  of the NE $\frac{1}{4}$  of the NE $\frac{1}{4}$  of Section 11, lying North of the right of way of the Chicago, Great Western Railway; all in Township 74 North, Range 27 West of the 5th P.M., Madison County, Iowa.

and locally known as: Rt 1 Box 9  
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.

COMPUTER  
RECORDED  
COMPARED

REC \$ 10.00  
AUD \$  
R.M.F. \$ 1.00

FILED NO. 503

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MICHELLE UTSLER  
RECORDER  
MADISON COUNTY, IOWA

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IN WITNESS WHEREOF, the GRANTORS have executed this instrument this 28<sup>th</sup> day of July, 1944.

Verl W. Dillinger  
Verl W. Dillinger

Inez Dillinger  
Inez Dillinger

STATE OF IOWA, Madison COUNTY, ss:

On this 28<sup>th</sup> day of July, 1944, before me the undersigned, a notary public in and for the State of Iowa appeared Verl and Inez Dillinger to me 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.



Jolene K. DeCarlo  
Notary Public

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