

BK: 2016 PG: 3056
Recorded: 10/13/2016 at 3:28:36.0 PM
Fee Amount: \$22.00
Revenue Tax:
LISA SMITH RECORDER
Madison County, Iowa

EASEMENT FOR SEPTIC LATERAL LINES
Recorder's Cover Sheet

Preparer Information: (name, address and phone number)

Dustin Noble
1009 Main Street
Adel, IA 50003
(515) 697-4296

Taxpayer Information: (name and complete address)

Winterset Airport Authority
3405 North 8th Ave.
Winterset, IA 50273

Return Document To: (name and complete address)

Dustin Noble
1009 Main Street
Adel, IA 50003

Grantor:

Winterset Airport Authority

Grantees:

Estate of Howard L. Raber

Legal Description: See Page 2

Document or instrument number of previously recorded documents:

EASEMENT FOR SEPTIC LATERAL LINES

THIS AGREEMENT, made this 13th day of October, 2016, by and between Winterset Airport Authority (Grantor) and the Estate of Howard L. Raber (Grantee) hereby provides as follows,

WITNESSETH: Grantor, for one dollar and other valuable consideration, does hereby grant, bargain, sell, and convey to Grantee, its successors, and assigns, the perpetual right to use, maintain, and replace the septic lateral lines currently in existence on the following described real property in Madison County, Iowa:

See attached ("Easement Area")

Grantor owns real estate, which a portion of, as shown in the attached Exhibit, shall be the servient estate, legally described as follows:

Parcel D, an irregular shaped portion of the Southeast Quarter (SE 1/4) of the Northwest Quarter (NW 1/4) of Section 24, Township 76 North, Range 28 West, of the 5th P.M., Madison County, Iowa, as shown on the Plat of Survey recorded in Book 2016 Page 2736, more particularly described as follows:

Commencing at the center of said Section 24: Thence along the South line of the Southeast Quarter (1/4) of the Northwest Quarter (NW 1/4) of said section 24 N89°28'24"W, 142.96 feet to the point of beginning; thence continuing along said South line N89°28'24"W, 762.40 feet to the Southeast corner of Parcel B, as recorded in Madison County records at Book 2011, Page 877; thence along the East line of said Parcel B N00°29'20"E, 306.58 feet to the Northeast corner of said Parcel B; thence along the North line of said Parcel B N89°26'49"W, 426.34 feet to the Northwest corner of said Parcel B; thence along the West line of the Southeast Quarter (SE 1/4) of the Northwest Quarter (NW 1/4) N00°37'17"E, 1018.80 feet to the Northwest corner of the Southeast Quarter (SE 1/4) of the Northwest Quarter (NW 1/4) of said section 24; thence along the North line of the Southeast Quarter (SE 1/4) of the Northwest Quarter (NW 1/4) of said Section 24 S88°57'13"E, 608.02 feet; thence S00°37'17"W, 563.70 feet; thence S36°57'54"E, 953.26 feet to the point of beginning.

Grantee owns real estate, which shall be the dominant estate, legally described as follows:

Parcel B, as recorded in Madison County records at Book 2011, Page 877, in the Southeast Quarter (SE 1/4) of the Northwest Quarter (NW 1/4) of Section 24, Township 76 North, Range 28 West of the 5th P.M., Madison County, Iowa.

Grantee shall have the right of ingress and egress to and from that part of the Easement Area as shown in the attached Exhibit to maintain, inspect, rebuild, and repair its lines, together with the right to replace all lines, and the right to remove any or all of said lines. In exercising its rights of ingress and egress, Grantees shall, whenever practicable, use existing roads or lanes, and shall repair any damage caused by their use thereof.

Grantor, its heirs, or assigns, may use and enjoy the Easement Area provided such use shall not interfere with or endanger the construction, operation, or maintenance of said lines.

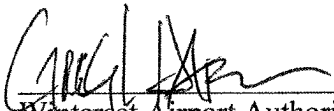
Grantor shall not be responsible for any installation, maintenance, inspection, reparation, or replacement of said lines, unless such installation, maintenance, inspection, reparation, or replacement was made necessary by Grantor's actions.

Grantees, their successors, or assigns, agree to pay for any and all permanent damage caused to land, growing crops, fences, livestock, machinery, or other personal property of Grantor from the construction, operation, or maintenance of said lines.

The parties acknowledge and understand that this easement shall run with the land and, as such, benefit and burden both parties' assigns and/or successors in interest.

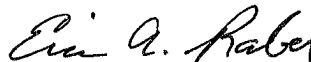
Dated: 10/13/16

GRANTOR



Winterset Airport Authority
By: Greg Harrison, Chairman

GRANTEES




Estate of Howard L. Raber
By: Eric A. Raber Executor

STATE OF IOWA, COUNTY OF Madison



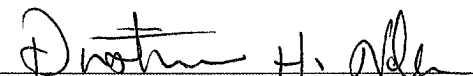
This record was acknowledged before me this 13th day of October, 2016 by Greg Harrison as Chairman of the Winterset Airport Authority.



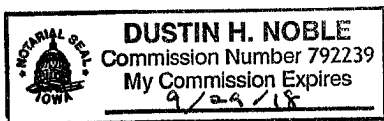
Signature of Notary Public

STATE OF IOWA, COUNTY OF Dallas

This record was acknowledged before me this 13th day of October, 2016 by Eric A. Raber as Executor of the Estate of Howard L. Raber.



Signature of Notary Public



PIN 340062448012000
Owner RABER, ERIC A & BALES, DIANE K
Class Ag Land

