

Document 2008 3719

Book 2008 Page 3719 Type 06 001 Pages 3
Date 12/24/2008 Time 11:57 AM
Rec Amt \$17.00

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LISA SMITH, COUNTY RECORDER
MADISON IOWA

EASEMENT
Recorder's Cover Sheet

Preparer Information:

Warren Water District
1204 East 2nd Avenue
Indianola, IA 50125

Taxpayer Information:

Crestview Estates No II LLC
4545 Merle Hay Road
Des Moines, IA 50310

✓ **Return Address**

Claire B. Patin
P. O. Box 215
Indianola, IA 50125

Grantors:

Paul Gutshall, Janet H. Gutshall, R. Carroll Gutshall and Gretchen Cartwright

Grantees:

Warren Water District

Legal Description:

See attached Page 2

Document or instrument number if applicable:

all tile will be repaired
all fence will be repaired
crop damage will be paid



FILED NO. 004069
BOOK 2001 PAGE 4069
2001 SEP 11 PM 4:13

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

MICKI UTSLER
RECORDER
MADISON COUNTY, IOWA

THIS DOCUMENT PREPARED BY: Claire B. Patin, Attorney at law, 106 E. Salem, Indianola, IA 50125 515-961-2574

EASEMENT

KNOW ALL MEN BY THESE PRESENT:

Paul ^{Gutshall} ~~Gutshall~~, Janet H. ^{Gutshall} ~~Gutshall~~, R. Carroll Gutshall, Gretchen Cartwright
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:

~~The SE 1/4 of the SW 1/4, Section 2, and the S 1/2 of the NW 1/4~~
Section 2, and the N 1/2 of the NW 1/4 Section 2, all in Township 77 North, Range 27 West of the 5th P.M. Madison County, Iowa

The pipeline shall be no further than seventy-five feet west of the centerline of Quailridge Road.

Quailridge Rd.

~~THIS EASEMENT IS BEING RE-RECORDED TO CORRECT THE LEGAL DESCRIPTION AND THE NAMES OF THE GRANTORS.~~

~~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 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 WHERE OF, the GRANTORS have executed this instrument this 18th day of July, 2001.

R. Carroll ^{Gutshall} ~~Gutshall~~

Gretchen Cartwright

R. Carroll ~~Gutshall~~

Gretchen Cartwright

Paul ~~Gutshall~~ Gutshall

Janet H. ~~Gutshall~~ Gutshall

STATE OF IOWA, ss:

On this 18th day of July, 2001 before me the undersigned, a notary public in and for State of Iowa, appeared

R. Carroll ~~Gutshall~~, Gretchen Cartwright 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.



Earl L. Evans
NOTARY PUBLIC

all tile will be repaired
all fences will be repaired
crop damage will be paid

THIS DOCUMENT PREPARED BY: Claire B. Patin, Attorney at law, 106 E. Salem, Indianola, IA 50125 515-961-2574

EASEMENT

KNOW ALL MEN BY THESE PRESENT:

~~Paul Gutschall~~^{Gutshall}, Janet H. ~~Gutschall~~^{Gutshall}, R. Carroll Gutshall, Gretchen Cartwright
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:

~~The SE 1/4 of the SW 1/4, Section 2, and the S 1/2 of the NW 1/4~~
Section 2, and the N 1/2 of the NW 1/4 Section 2, all in Township
77 North, Range 27 West of the 5th P.M. Madison County, Iowa

Quailridge Rd.

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.

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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 18th
day of July, 2001.

~~R. Carroll Gutschall~~^{Gutshall}
R. Carroll Gutshall
(Paul Gutshall Gutshall)

~~Gretchen Cartwright~~
Janet H. Gutshall
Janet H. ~~Gutschall~~ Gutshall

STATE OF IOWA, ss:

On this 18th day of July, 2001 before me the undersigned, a notary
public in and for State of Iowa, appeared

J. Paul Gutshall, Janet H. Gutshall 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.



Earl L. Evans
NOTARY PUBLIC