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MICHELLE UTSLER
RECORDER
MADISON COUNTY, IOWA

THIS DOCUMENT PREPARED BY:
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Indianola, Iowa 50125
Telephone: 515-961-2574

COMPUTER ☒
RECORDED ☒
COMPARED ☒

EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

Michael J. Speltz and Julie A. Speltz

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:

6-74-27
PARCEL "A", LOCATED IN THE NORTHWEST FRACTIONAL QUARTER OF THE NORTHEAST QUARTER OF SECTION 6, TOWNSHIP 74 NORTH, RANGE 27 WEST OF THE 5th P.M., MADISON COUNTY, IOWA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF THE NORTHWEST FRACTIONAL QUARTER OF THE NORTHEAST QUARTER OF SECTION 6, TOWNSHIP 74 NORTH, RANGE 27 WEST OF THE 5th P.M., MADISON COUNTY IOWA; THENCE SOUTH 0°07'49" EAST ALONG THE EAST LINE OF THE NORTHWEST FRACTIONAL QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 6, 715.00 FEET; THENCE SOUTH 90°00'00" WEST, 185.00 FEET; THENCE NORTH 0°07'49" WEST, 715.00 FEET TO A POINT ON THE NORTH LINE OF THE NORTHWEST FRACTIONAL QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 6; THENCE NORTH 90°00'00" EAST ALONG THE NORTH LINE OF THE NORTHWEST FRACTIONAL QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 6, 185.00 FEET TO THE POINT OF BEGINNING. SAID PARCEL CONTAINS 3.037 ACRES, INCLUDING 0.826 ACRES OF COUNTY ROAD RIGHT-OF-WAY.

2813 MILLSTREAM AVE.

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 WHERE OF, the GRANTORS have executed this instrument this 19th day of May, 1998.

Michael J. Speltz
Michael J. Speltz

Julie A. Speltz
Julie A. Speltz

STATE OF IOWA, ss:

On this 19 day of May, 1998, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Michael J. Speltz and Julie A. Speltz 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.

Shirley G. Henry
Notary Public
Commission Expires 12-31-98