

COMPUTER ☒RECORDED ☒COMPARED ☒MICHELLE UTSLER
RECORDER

MADISON COUNTY, IOWA

This Document Prepared By: Security Abstract & Title Co. Inc., 114 N. 1st Ave., Winterset, Iowa 50273 Telephone: 515-462-1691

EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

Greg A. Kallhoff and Andrea K. Kallhoff.

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:

Parcel "D", located in the Northeast Quarter of the Northwest Quarter of Section 13, Township 77 North, Range 29 West of the 5th P.M., Madison County, Iowa, more particularly described as follows: Commencing at the Northwest corner of the Northeast Quarter of the Northwest Quarter of Section 13, Township 77 North, Range 29 West of the 5th P.M., Madison County, Iowa; thence South 89° 36' 21" East along the North line of the Northeast Quarter of the Northwest Quarter of said Section 13, 305.84 feet to the Point of Beginning; thence South 89° 36' 21" East along the North line of the Northeast Quarter of the Northwest Quarter of said Section 13, 312.03 feet; thence South 5° 31' 15" West, 422.51 feet; thence North 89° 16' 24" West 311.91 feet; thence North 5° 31' 32" East 420.70 feet to the Point of Beginning. Said Parcel contains 3.008 acres including 0.236 acres of County Road right-of-way,

and locally known as:

1534-1209h

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 WHEREOF, the GRANTORS have executed this instrument this 18th day of August 1999.

Greg A. Kallhoff
Greg A. Kallhoff

Andrea K. Kallhoff
Andrea K. Kallhoff

M5-2415

STATE OF IOWA, ss:

On this 18th day of August, 1999, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Greg A. Kallhoff and Andrea Kallhoff 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.



Peggy Crabbe
Notary Public

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