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PLM.F.S. 1⁰⁰COMPUTER ☒
FILE ORDER ☒
RECAPED ☒CLERK OF DISTRICT
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:

Keith D. Berry and Julie L. Berry,

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:

A parcel of land in the Northwest Quarter (1/4) of the Southeast Quarter (1/4) of Section Four (4), Township Seventy-seven (77) North, Range Twenty-seven (27) West of the 5th Principal Meridian, Madison County, Iowa, more particularly described as follows: Commencing at the Northwest Corner of the Southeast Quarter (1/4) of Section Four (4), Township Seventy-seven (77) North, Range Twenty-seven (27) West of the 5th P.M., Madison County, Iowa; thence North 90°00'00" East 690.80 feet along the North line of said Southeast Quarter (1/4) to the point of beginning. Thence continuing North 90°00'00" East 555.07 feet along said North line; thence South 01°07'27" East 308.52 feet; thence South 87°33'42" West 559.02 feet; thence North 00°27'03" West 332.25 feet to the point of beginning. Said parcel contains 4.096 Acres including 0.419 Acres of County Road Right of Way,

and locally known as:

3466-1054

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. Waterline will be bored in front of house.

For 400' Past Trees on West Side of House - JPH
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 22nd day of July, 1999.

Keith D. Berry
Keith D. Berry

Julie L. Berry
Julie L. Berry

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STATE OF IOWA, MADISON COUNTY, ss:

On this 22 day of July, 1999, before me the undersigned, a notary public in and for the State of Iowa appeared to me Keith D. Berry & Julie L. Berry 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.

James R. Halterman
Notary Public



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