

39

REC \$ 5⁰⁰
AUD \$ 1⁰⁰
R.M.F. \$ 1⁰⁰

COMPUTER ☒
RECORDED ☒
COMPARED ☒

FILED NO. 4836
BOOK 142 PAGE 208
98 MAY 22 AM 9:30
MICHELLE UTSLER
RECORDER
MADISON COUNTY, IOWA
Telephone: 515-462-1091

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

EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

Elaine M. Kelley and Clayton Kelley, 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:

The West half (W 1/2) of the Southwest Quarter (SW 1/4) of the Northeast Quarter (NE 1/4) and All that part of the North 110 Acres of the Southeast Quarter (SE 1/4) lying West of the Right-of-Way of the Chicago, & Northwestern Railway Company, of Section Ten (10) in Township Seventy-four (74) North, Range Twenty-seven (27) West of the 5th P.M., Madison County, Iowa, subject to any easements of record; AND A tract of land off the West end of the South Fifty (50) acres of the Southeast Quarter (1/4) of Section Ten (10), in Township Seventy-four (74) North, of Range Twenty-seven (27) West of the 5th P.M., being all that part of said south fifty (50) acres of the Southeast Quarter (1/4) lying West of the Public Highway which runs in a northerly and southerly direction across said Fifty Acre tract; subject to all roads and easements of record,

and locally known as: Clanton Creek 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.

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 3^d day of March, 1998.

Elaine M. Kelley
Elaine M. Kelley

Clayton Kelley
Clayton Kelley

M5-368

STATE OF IOWA, MADISON COUNTY, ss:

On this 3^d day of March, 1998, before me the undersigned, a notary public in and for the State of Iowa appeared to me Elaine M. Kelley and Clayton Kelley 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.



Renate L. Johnson
Notary Public

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