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AUD \$ 1⁰⁰
P.M.F. \$ 1⁰⁰
COMPUTER ✓
RECORDED ✓
COMPARED

THIS DOCUMENT PREPARED BY: ✓ Claire B. Patin, Attorney at Law, 106 E. Salem Ave., Indianola, Iowa 50125 515-961-2574
MICKI UTSLER
RECORDER
MADISON COUNTY, IOWA

EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

Scott A. Carter and Rebecca S. Carter

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:

PARCEL "C" - PART OF THE SOUTHWEST QUARTER (SW1/4) OF THE NORTHWEST QUARTER (NW1/4) OF SECTION 17, TOWNSHIP 75 NORTH, RANGE 26 WEST OF THE 5TH P.M., MADISON COUNTY, IOWA, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID SW1/4 OF THE NW1/4; THENCE S85°22'27"W, ALONG THE SOUTH LINE THEREOF, 442.33 FEET TO THE PRESENT NORTHERLY LINE OF ST. CHARLES ROAD; THENCE NORTHWESTERLY 138.34 FEET ALONG A CURVE CONCAVE SOUTHWESTERLY WITH A RADIUS OF 878.51 FEET AND HAVING A CENTRAL ANGLE OF 9°01'20"; THENCE N73°14'08"W, 185.39 FEET; THENCE N00°00'00"E 384.45 FEET TO AN EXISTING FENCE; THENCE N46°32'29"E, ALONG AN EXISTING FENCE, 119.98 FEET; THENCE N32°28'20"E, ALONG AN EXISTING FENCE, 376.53 FEET; THENCE S66°08'54"E, 171.78 FEET; THENCE N35°10'39"E, 451.89 FEET TO THE EAST LINE OF SAID SW1/4 OF THE NW1/4; THENCE S00°06'26"E, ALONG SAID EAST LINE, 1065.45 FEET TO THE POINT OF BEGINNING. CONTAINING 12.00 ACRES INCLUDING 0.36 ACRES OF COUNTY ROAD RIGHT OF WAY.

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.

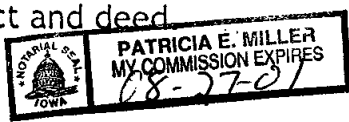
IN WITNESS WHERE OF, the GRANTORS have executed this instrument this 9 day of June, 2000.

Scott A. Carter
Scott A. Carter

Rebecca S. Carter
Rebecca S. Carter

STATE OF IOWA, ss:

On this 09 day of June, 2000, before me the undersigned, a notary public in and for State of Iowa appeared Scott A. Carter and Rebecca S. Carter to me known to be the identical persons named in and who executed the within and foregoing instrument, and acknowledged that they executed and same as their voluntary act and deed.



Patricia E. Miller
Notary Public