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R.M.F. \$ 1⁰⁰COMPUTER
RECORDED
COMPARED _____MICKI UTSLER
RECORDER
MADISON COUNTY, IOWA

THIS DOCUMENT PREPARED BY: Claire B. Patin, Attorney at Law, 106 E. Salem Ave., Indianola, Iowa 50125 515-961-2574

EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

~~Randy L. Wheeler and Pamela A. Wheeler~~
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 "A" in the Northeast Quarter of the Southeast Quarter of Section 27, Township 76 North, Range 27 West of the 5th P.M., Madison County, Iowa more particularly described as follows:

Beginning at the East Quarter Corner of Section 27, Township 76 North, Range 27 West of the 5th P.M., Madison County, Iowa, thence South 00°00'00" East 669.31 feet along the East line of the Southeast Quarter of said Section 27; thence North 89°28'51" West 1299.13 feet to the West line of the Northeast Quarter of the Southeast Quarter of said Section 27; thence North 00°01'16" East 669.31 feet along the West line of the Northeast Quarter of the Southeast Quarter of said Section 27 to the Northwest corner of said Northeast Quarter of the Southeast Quarter; thence South 89°28'51" East 1298.88 feet along the North line of said Northeast Quarter of the Southeast Quarter to the Point of Beginning containing 19.959 acres including 0.518 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 12th day of September, 2000.

Randy L. Wheeler
Randy L. Wheeler

Pamela A. Wheeler
Pamela A. Wheeler

STATE OF IOWA, ss:

On this 12 day of September, 2000, before me the undersigned, a notary public in and for State of Iowa appeared Randy L. Wheeler and Pamela A. Wheeler 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.

Celia M. Wood
Notary Public

