

REC \$ 5<sup>00</sup>  
AUD \$ \_\_\_\_\_  
R.M.F. \$ 1<sup>00</sup>

FILED NO. 003543  
BOOK 2001 PAGE 3543

~~COMMITTED~~ ✓  
~~REGISTERED~~ ✓  
~~CONTRACTED~~ ✓

2001 AUG 10 PM 1:39

MICKI UTSLER  
RECORDER  
MADISON COUNTY, IOWA

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

EASEMENT

KNOW ALL MEN BY THESE PRESENT:  
Steven D. Nicklaus and Patricia A. Nicklaus

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:

Legal Description:

Parcel "A" in the Southeast Quarter of the Southeast Quarter of Section 15, Township 76 North, Range 27 West of the 5<sup>th</sup> P.M., Madison County, Iowa more particularly described as follows:

Beginning at the Southeast Corner of Section 15, Township 76 North, Range 27 West of the 5<sup>th</sup> P.M., Madison County, Iowa thence North 89°46'22" West 1114.00 feet along the South line of the Southeast Quarter of the Southeast Quarter of said Section 15; thence North 00°17'11" East 1317.57 feet to the North line of said Southeast Quarter of the Southeast Quarter; thence North 89°59'18" East 1114.02 feet to the Northeast Corner of said Southeast Quarter of the Southeast Quarter; thence South 00°17'11" West 1322.22 feet to the Point of Beginning containing 33.755 acres including 3.075 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 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 02 day of July, 2001.

  
Steven D. Nicklaus

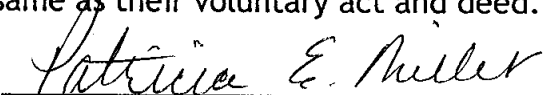
  
Patricia A. Nicklaus

STATE OF IOWA, ss:

On this 2 day of July, 2001 before me the undersigned, a notary public in and for State of Iowa, appeared

Steven D. Nicklaus and Patricia A. Nicklaus to me 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.



  
NOTARY PUBLIC