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AUD \$ _____
R.M.F. \$ 1.00

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MICKI UTSLER
RECORDER
MADISON COUNTY, IOWA

THIS DOCUMENT PREPARED BY: Warren Water District, 1204 E. 2nd Ave. Indianola, IA 50125 515-962-1200

EASEMENT

KNOW ALL MEN BY THESE PRESENT:

Steven A. Benshoof and Angela S. Benshoof

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 Northwest Quarter of Section 25, Township 76 North, Range 27 West of the 5th P.M., Madison County, Iowa more particularly described as follows:

Commencing at the Southwest Corner of the Northeast Quarter of the Northwest Quarter of Section 25, Township 76 North, Range 27 West of the 5th P.M., Madison County, Iowa thence North 02°00'19" West 221.47 feet along the West line of said Northeast Quarter of the Northwest Quarter to a point on the centerline of Iowa Highway No. 92; thence North 82°18'44" East 132.12 feet along said Highway centerline; thence Easterly 444.67 feet along a 22,918.31 foot radius curve concave Southerly with a 444.65 foot chord bearing North 82°52'05" East to the Point of Beginning; thence continuing Easterly 649.90 feet along a 22,918.31 foot curve concave southerly with a 649.88 foot chord bearing North 84°14'11" East along said Highway centerline; thence North 39°21'48" West 836.58 feet; thence South 30°41'29" West 277.34 feet; thence South 00°00'00" East 516.57 feet to the Point of Beginning containing 5.863 acres including 1.598 acres of Highway right-of-way.

2719 Hwy. 92

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 21st day of August, 2001.

Steven A. Benshoof
Steven A. Benshoof

Angela S. Benshoof
Angela S. Benshoof

STATE OF IOWA, ss:

On this 21st day of August, 2001 before me the undersigned, a notary public in and for State of Iowa, appeared Steven A. Benshoof and Angela S. Benshoof 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.

Celia M. Wood
NOTARY PUBLIC

