

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

COMPUTER   
RECORDED   
COMPARED

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

EASEMENT

KNOW ALL MEN BY THESE PRESENT:

Jan M. Devore and Travis J. DeVore

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 Southwest Quarter and the Northwest Quarter of the Southwest Quarter all in Section 2, Township 76 North, Range 26 West of the 5th P.M., Madison County, Iowa more particularly described as follows: Commencing at the West Quarter Corner of Section 2, Township 76 North, Range 26 West of the 5th P.M., Madison County, Iowa, thence North 86° 28' 22" East 751.86 feet along the North line of the Southwest Quarter of said Section 2 to the Point of Beginning; thence South 22° 52' 57" East 315.05 feet along the centerline of a County Road; thence continuing South 10° 57' 58" East 770.12 feet along said County Road centerline; thence North 86° 22' 33" East 571.59 feet; thence North 34° 01' 22" West 853.02 feet; thence North 41° 16' 47" West 410.92 feet to the North line of the Southwest Quarter of said Section 2; thence South 86° 28' 22" West 91.24 feet to the Point of Beginning containing 8.006 acres including 0.904 acres of County Road Right-of-Way,

1654 Windwood Trail

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 4<sup>th</sup> day of October, 2001.

Jan Devore  
Jan M. DeVore

Travis J. DeVore  
Travis J. DeVore

STATE OF IOWA, ss:

On this 4<sup>th</sup> day of October, 2001 before me the undersigned, a notary public in and for State of Iowa, appeared

Jan M. DeVore and Travis J. DeVore 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

