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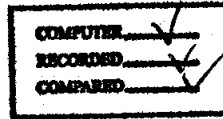
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2002 SEP 16 PM 12:36

MICKI UTSLER  
RECORDER  
MADISON COUNTY, IOWA

REC \$ 5.00  
AUD \$ \_\_\_\_\_  
R.M.F. \$ 1.00



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

EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

Carl A. Barr Jr. and Amber A. Barr

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 "E" in the Northeast Quarter of Section 7, Township 75 North, Range 26 West of the 5th P.M., Madison County, Iowa, more particularly described as follows:

Commencing at the Center of Section 7, Township 75 North, Range 26 West of the 5th P.M., Madison County, Iowa; thence North 85°01'05" East 579.33 feet along the South line of the Northeast Quarter of said Section 7 to the Point of Beginning; thence North 05°50'33" West 188.55 feet along the East line of a cemetery; thence North 19°17'17" East 482.25 feet; thence North 83°35'44" East 930.91 feet along an existing fence; thence South 00°17'43" East 218.53 feet along an existing fence; thence South 01°44'42" West 241.65 feet along an existing fence; thence North 89°09'36" East 149.91 feet along an existing fence; thence South 01°38'51" East 182.96 feet along an existing fence projected to a point on the South line of said Northeast Quarter; thence South 85°01'05" West 1218.62 feet to the Point of Beginning containing 15.715 acres including 0.065 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 \_\_\_\_\_ day of \_\_\_\_\_, 2002.

[Signature]  
Carl A. Barr, Jr.

[Signature]  
Amber A. Barr

STATE OF IOWA, ss:

On this 22 day of August, 2002, before me the undersigned, a notary public in and for State of Iowa appeared

Carl A. Barr, Jr. and Amber A. Barr 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.

[Signature]  
Notary Public

