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NICKI UTSLER
RECORDER
MADISON COUNTY, IOWA

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

EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

Floyd D. Jackson and Dawn R. Jackson

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:

Meter Pit Installation for Larry Smith.

That part of the Southeast Quarter of the Southwest Quarter, Section 15, Township 74 North, Range 26 West of the Fifth Principal Meridian, City of Truro, Madison County, Iowa, described as follows: Commencing at the South Quarter corner of said Section 15; thence on an assumed bearing of South 86 degrees 26 minutes 45 seconds West along the south line of the Southeast Quarter of the Southwest Quarter of said Section 15 a distance of 214.70 feet to the point of beginning; thence continuing South 86 degrees 26 minutes 45 seconds West along said south line 219.90 feet; thence North 00 degrees 02 minutes 10 seconds East 270.53 feet; thence North 86 degrees 26 minutes 45 seconds East 223.31 feet; thence South 00 degrees 45 minutes 20 seconds West 270.77 feet to the south line of the Southeast Quarter of the Southwest Quarter of said Section 15 and the point of beginning.

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 17th day of November, 2003.

Floyd D. Jackson
Floyd D. Jackson

Dawn R. Jackson
Dawn R. Jackson

STATE OF IOWA, ss:

On this 17th day of November, 2003, before me the undersigned, a notary public in and for State of Iowa appeared

Floyd D. & Dawn R. Jackson 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.

JOLENE K. DeCARLO
Commission Number 103596
My Commission Expires
1-10-2005

Joelene K. DeCarlo
Notary Public