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LISA SMITH, COUNTY RECORDER
MADISON IOWA

THIS DOCUMENT PREPARED BY: Warren Water District, Inc. 1204 E. 2nd Ave. Indianola, IA 50125 515-962-1200
RETURN TO: CLAIRE PATIN, PO BOX 215, INDIANOLA, IA 50125 515-961-2594

EASEMENT

KNOW ALL MEN BY THESE PRESENT:

Joe A. Sciarrotta and Michell L. Sciarrotta

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:

DESCRIPTION - PARCEL B:

That part of the Southwest Quarter of the Southeast Quarter of Section 8, Township 74 North, Range 26 West of the 5th P.M., Madison County, Iowa, described as follows;

Commencing at the South Quarter corner of said Section 8: thence on an assumed bearing of North 85 degrees 49 minutes 41 seconds East, 10.00 feet along the south line of said Southwest Quarter of the Southeast Quarter to the point of beginning; thence continuing North 85 degrees 49 minutes 41 seconds East, 920.48 feet; thence North 07 degrees 10 minutes 34 seconds West, 664.24 feet; thence North 90 degrees 00 minutes 00 seconds West, 835.07 feet; thence South 00 degrees 00 minutes 00 seconds East, 726.00 feet to said south line and the point of beginning, having an area of 13.97 acres including 1.24 acres of Madison County Road Easement.

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. In addition, if the Easement area, as described herein, does not abut the nearest public road right-of-way, the Easement area shall extend to the nearest public road right-of-way line. 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.

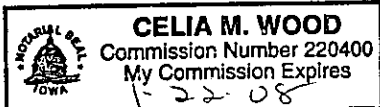
The grant and other provisions of this easement shall constitute a covenant running with the land for the benefit of the GRANTEE, its successors and assigns.

IN WITNESS WHERE OF, the GRANTORS have executed this instrument this 25th day of May, 2007.

Joe A. Sciarrotta II
Joe A. Sciarrotta II

Michell L. Sciarrotta
Michell L. Sciarrotta

STATE OF IOWA, ss:
On this 25th day of May, 2007 before me the undersigned, a notary Sciarrotta public in and for State of Iowa, appeared Joe A. Sciarrotta II and Michell L. 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