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MICHELLE UTSLER  
RECORDER  
MADISON COUNTY, IOWA

Preparer Information Richard B. Clogg, 106 E. Salem Ave., Indianola, IA 50125-0215, (515) 961-2574  
Individual's Name Street Address City Phone

SPACE ABOVE THIS LINE FOR RECORDER

#T5-25

EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

Zion Farms, Inc., hereinafter referred to as GRANTOR, in consideration of One Dollar and Other Valuable Consideration, hereby grants and conveys 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 GRANTOR situated in Madison County, Iowa, being more specifically described as follows:

6-75-27

Southeast Quarter (1/4) of the Northeast Quarter (1/4) and Northwest Quarter (1/4) of the Southeast Quarter (1/4) and the Northeast Quarter (1/4) of the Southeast Quarter (1/4) all in Section Sixteen (16), Township 75 North, Range 27 West of the 5th P.M., Madison County, Iowa; EXCEPT FOR a tract of land located in the Northeast Quarter of the Southeast Quarter and in the Southeast Quarter of the Northeast Quarter of Section 16, Township 75 North, Range 27 West of the 5th P.M., Madison County, Iowa, more particularly described as follows: Beginning at the East Quarter Corner of Section 16, T75N, R27W of the 5th P.M., Madison County, Iowa; thence along the East line of said Section 16, South 00°05'48" East 230.17 feet; thence South 90°00'00" West 465.76 feet; thence North 00°00'00" 280.71 feet; thence North 90°00'00" East 465.37 feet to the East line of said Section 16; thence along East line, South 00°00'00" 50.54 feet to the Point of Beginning.

together with the right of ingress and egress over the adjacent lands of the GRANTORS, its 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, during the period of initial construction, <sup>None</sup> 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 GRANTOR, 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 WHEREOF, the GRANTOR has executed this instrument this 10<sup>th</sup> day of June, 1998.

ZION FARMS, INC.

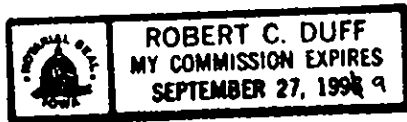
By: Mark B. Hollingsworth

By: Brenda J. Hollingsworth, Secy.

STATE OF IOWA, COUNTY OF MADISON: ss

On this 10<sup>th</sup> day of June, 1998, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Mark B. Hollingsworth and Brenda J. Hollingsworth to me personally known, who being by me duly sworn, did say that they are the President and Secretary respectively, of the corporation executing the within and foregoing instrument, that (no seal has been procured by the) ~~(the seal affixed thereto is the seal of the)~~ corporation; that said instrument was signed ~~(and sealed)~~ on behalf of the corporation by authority of its Board of Directors; and that Mark B. Hollingsworth and Brenda J. Hollingsworth, as officers acknowledged the execution of the foregoing instrument to be the voluntary act and deed of the corporation, by it and by them voluntarily executed.

Robert C. Duff  
Notary Public



Easement #T5-25