

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

FILED NO. **5431**  
BOOK 140 PAGE 317  
98 JUN 24 AM 10:53

THIS DOCUMENT PREPARED BY:  
Richard D. Clogg, Attorney at Law  
106 E. Salem Ave., P.O. Box 215  
Indianola, Iowa 50125  
Telephone: 515-961-2574

COMPUTER   
RECORDED   
COMPARED

MICHELLE UTSLER  
RECORDER  
MADISON COUNTY, IOWA

EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

Randall D. Golay

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:

*Part of S-19 & 30 T-75N R-26 W OF 5TH PM*

*19 & 30  
75-26*

The Southwest Quarter (1/4) of the Northeast Quarter (1/4) of the Southeast Quarter (1/4) of Section Nineteen (19), and a tract of land described as follows: Commencing at the Northeast corner of the South Half (1/2) of the Southeast Quarter (1/4) of Section Nineteen (19) and running thence West 96 rods, thence South 55 rods, thence East 8 rods, thence South 25 rods, thence East 88 rods, thence North to the place of beginning; also the East 60 acres of the North Half (1/2) of the Northeast Quarter (1/4) of Section Thirty (30), excepting therefrom the following-described tract, to-wit: Commencing at the Southeast corner of the East Half (1/2) of the Northwest Quarter (1/4) of the Northeast Quarter (1/4) of Section Thirty (30) and running thence N 13 rods, thence W 12 1/2 rods, thence S 13 rods, thence E 12 1/2 rods to place of beginning; all in Township Seventy-five (75) North, Range Twenty-six (26), West of the 5th P.M., Madison County, Iowa,

Approx. N.H. \*2863 260th St.

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, during the period of initial construction, no 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.

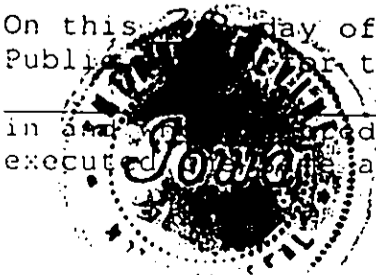
The grant and other provisions of this easement shall constitute a covenant running with the land for the benefit of the GRANTEE, its successors and assigns.

IN WITNESS WHERE OF, the GRANTORS have executed this instrument this \_\_\_\_\_ day of May 29, 19 98.

Randall D. Golay  
Randall D. Golay  
Randall D. Golay

STATE OF IOWA, ss:

On this \_\_\_\_\_ day of MAY, 1998, before me, the undersigned, a Notary Public for the State of Iowa, personally appeared RANDALL D. GOLAY to me known to be the identical persons named in and executed the above and foregoing, and acknowledged that they executed the same as their voluntary act and deed.



D. Cavina  
Notary Public

*LM*