

REC \$ 10.00  
AUD \$  
R.M.F. \$ 1.00

FILED NO. 5434  
BOOK 140 PAGE 321  
98 JUN 24 AM 10:53  
MICHELLE UTSLER  
RECORDER  
MADISON COUNTY, IOWA

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

COMPUTER ✓  
RECORDED ✓  
COMPARED ✓

EASEMENT

KNOW ALL MEN BY THESE PRESENTS:  
Kevin Gyles and Daniel G. Ashby,

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:

21-74-26

Parcel "A", located in the East Half (1/2) of the Southeast Quarter (1/4) of Section Twenty-one (21), Township Seventy-four (74) North, Range Twenty-six (26) West of the 5<sup>th</sup> P.M., Madison County, Iowa, more particularly described as follows:

Beginning at the Northeast corner of the Southeast Quarter (1/4) of the Southeast Quarter (1/4) of Section Twenty-one (21), Township Seventy-four (74) North, Range Twenty-six (26) West of the 5<sup>th</sup> P.M., Madison County, Iowa; thence North 0°00'00" East along the East line of the Southeast Quarter (1/4) of said Section Twenty-one (21), 191.95 feet; thence South 89°11'39" West, 475.20 feet; thence South 0°00'00" West, 275.39 feet, thence North 89°11'39" East, 475.20 feet to a point on the East line of the Southeast Quarter (1/4) of said Section Twenty-one (21); thence North 0°00'00" East along the East line of the Southeast Quarter (1/4) of said Section Twenty-one (21), 83.44 feet to the Point of Beginning. Said Parcel contains 3.004 acres, including 0.253 acres of County Road right-of-way.

and locally known as: 3169 Valleyview Ave, Truro 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 25<sup>th</sup> day of May, 1998.

Kevin Gyles  
Kevin Gyles

Daniel G. Ashby  
Daniel G. Ashby

STATE OF IOWA, ss:

On this 28<sup>th</sup> day of May, 1998, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Kevin Gyles to me known to be the identical persons named in and who executed the above and foregoing, and acknowledged that they executed the same as their voluntary act and deed.



Jodi L. Witzke  
Notary Public

STATE OF IOWA, ss:

On this 28 day of May, 19 98, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Daniel Ashby to me known to be the identical persons named in and who executed the above and foregoing, and acknowledged that they executed the same as their voluntary act and deed.

Mary Werner  
Notary Public

