

THIS DOCUMENT PREPARED BY:
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REC \$ 5⁰⁰
AUD \$ _____
R.M.F. \$ 1⁰⁰

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BOOK 140 PAGE 356
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MICHELLE UTSLER
RECORDER
MADISON COUNTY, IOWA

EASEMENT

KNOW ALL MEN BY THESE PRESENTS:
June A. Friend

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:

The Southeast Quarter (1/4) of Section Eighteen (18) excepting therefrom the Southeast Half (1/2) of the Southeast Quarter (1/4) of the Southwest Quarter (1/4) of said Southeast Quarter (1/4) and the West 900 feet of the South Half (1/2) of the Southeast Quarter (1/4) and the West 900 feet of the South Half (1/2) of the Southeast Quarter (1/4) of said Southeast Quarter (1/4), the Northwest Quarter (1/4) of the Northwest Quarter (1/4) of the Northeast Quarter (1/4) and the West Half (1/2) of the Southwest Quarter (1/4) of the Northwest Quarter (1/4) of the Northeast Quarter (1/4) of Section Nineteen (19), all in Township Seventy-six (76) North, Range Twenty-seven (27) West of the 5th P.M., Madison County, Iowa.

The Northeast Quarter (1/4) of the Southwest Quarter (1/4) of Section Eighteen (18), Township Seventy-six (76) North, Range Twenty-seven (27), West of the 5th P.M., Madison County, Iowa.

NH2200 Cumming Rd.-Meter pit only

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 April, 1998.

June A. Friend
June A. Friend

STATE OF IOWA, ss:

On this 15th day of April, 1998, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared June A. Friend 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.

 GORDON K. DARLING, JR.

Gordon K. Darling, Jr.
Notary Public

LM