

FILED NO. 682

BOOK 140 PAGE 381

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MICHELLE UTSLER
RECORDER
MADISON COUNTY, IOWA

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

COMPUTER
RECORDED
COMPARED

Prepared

by: John B. Casper, 223 East Court, Winterset, IA 50273-0067 (515) 462-4912

EASEMENT

KNOW ALL PEOPLE BY THESE PRESENTS:

RANDAL CHARLES JOHNSON, hereinafter referred to as GRANTOR, in consideration of One Dollar and Other Valuable Consideration, hereby grant and convey unto Warren Water District, Inc., 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:

The South 32 feet of the following described property which is parallel and adjacent to the 232nd Street county road right-of-way, beginning at the West boundary line of said property, thence East along and adjacent to the county road right-of-way to the East boundary line of the property described as: All that part of the Northwest Quarter (¼) of the Northeast Quarter (¼) of Section Ten (10), Township Seventy-five (75) North, Range Twenty-seven (27) West of the 5th P.M., Madison County, Iowa, lying North of the 232nd Street county road right-of-way as located across the said Northwest Quarter (¼) of the Northeast Quarter (¼) of said Section; and

The East 32 feet of the following described property which is parallel and adjacent to the Pioneer Avenue county road right-of-way, beginning at the North boundary line of said property, thence South along and adjacent to the county road right-of-way to the south boundary line of the property described as: All that part of the Southwest Quarter (¼) of the Northeast Quarter (¼) of Section Ten (10), Township Seventy-five (75) North, Range Twenty-seven (27) West of the 5th P.M., Madison County, Iowa, lying West of the Pioneer Avenue county road right-of-way as located across the said Southwest Quarter (¼) of the Northeast Quarter (¼) of said Section; and

The East 32 feet of the following described property which is parallel and adjacent to the Settlers Trail county road right-of-way beginning at the North boundary line of said property, thence South along and adjacent to said county road right-of-way to the South boundary line of the property described as: All that part of the South Half (½) of the Fractional Northwest Quarter (¼) of Section Seven (7), Township Seventy-five (75) North, Range Twenty-six (26) West of the 5th P.M., Madison County, Iowa, EXCEPT Commencing at a point 1308.5 Feet North of the Southeast Corner of the North Half (½) of the Fractional Southwest Quarter (¼), said Point being the Center of Section Seven (7); thence continuing North 378.6 Feet; thence North 89°58' West 368.6 Feet; thence South 02°14' East 403.8 Feet to the South Line of the Northwest Fractional Quarter (¼) of said Section Seven (7); thence North 86°00' East 353.8 Feet along said South Line to the Point of Beginning, lying West of the Settlers Trail county road right-of-way as located across the said South Half (½) of the Fractional Northwest Quarter (¼) of said Section; and,

The West 32 feet of the following described property which is parallel and adjacent to the Settlers Trail county road right-of-way beginning at the North boundary line of said property, thence South along and adjacent to said county road right-of-way to the South boundary line of the property described as: All that part of the Northwest Quarter (¼) of the Southeast Quarter (¼) of Section Seven (7), Township Seventy-five (75) North, Range Twenty-six (26) West of the 5th P.M., Madison County, Iowa, lying East of the Settlers Trail county road right-of-way as located across the said Northwest Quarter (¼) of the Southeast Quarter (¼) of said Section.

together with the right of ingress and egress over the adjacent lands of the GRANTOR, his 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.

Grantee agrees to pay for and/or repair damage to any tile drain lines caused by or resulting from the initial construction.

It is agreed that the GRANTEE shall be responsible for restoration of the surface of the earth disturbed by the exercise of its easement rights and for the repair or replacement of any subsurface damage such as to tile line, wells or springs. In addition, the GRANTEE shall pay for damages such as to fences or crops caused by the exercise of its easements rights. 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 binding upon and for the benefit of the parties, its successors and assigns.

IN WITNESS WHEREOF, the GRANTOR has executed this instrument this 15th day of July, 1998.

Randal Charles Johnson
Randal Charles Johnson

STATE OF IOWA, MADISON COUNTY, SS:

On this 15th day of July, 1998, before me the undersigned, a notary public in and for the State of Iowa appeared to me Randal Charles Johnson, known to be the identical person named in and who executed the within and foregoing instrument, and acknowledged that he executed the same as his voluntary act and deed.

John Casper
Notary Public