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FILED NO. 1470

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THIS DOCUMENT PREPARED BY:
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MICHELLE UTSLER
RECORDER
MADISON COUNTY, IOWA

EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

Grace M. Letchworth

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:

DESCRIPTION - PARCEL A

That part of the Northeast Quarter of Section 21, Township 75 North, Range 27 West of the Fifth Principal Meridian, Madison County, Iowa, described as follows:

Beginning at the northeast corner of the Northeast Quarter of said Section 21; thence on an assumed bearing of South 90 degrees 00 minutes 00 seconds West along the north line of the Northeast Quarter of said Section 21 a distance of 484.00 feet; thence South 00 degrees 32 minutes 38 seconds East 342.91 feet; thence South 89 degrees 42 minutes 58 seconds East 484.03 feet; thence North 00 degrees 32 minutes 38 seconds West 345.31 feet to the northeast corner of the Northeast Quarter of said Section 21 and the point of beginning.

Said tract contains 3.82 acres and is subject to a Madison County Highway Easement over the north 0.37 acres thereof.

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 21st day of September, 1998.

Grace M. Letchworth
Grace M. Letchworth

STATE OF IOWA, ss:

On this 21st day of Sept., 1998, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Grace M. Letchworth 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.

Patricia E. Miller
Notary Public



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