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THIS DOCUMENT PREPARED BY:
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REC 5
AUD \$
R.M.F. \$ 7

MICHELLE UTSLER
RECORDER
MADISON COUNTY, IOWA

EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

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RECORDED
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~~Danny Patterson and Cindy Patterson~~
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 C

That part of the Southeast Quarter of the Southeast Quarter of Section 24, Township 75 North, Range 23 West of the Fifth Principal Meridian, Madison County, Iowa, described as follows:

Commencing at the southeast corner of said Section 24;
thence on an assumed bearing of North 89 degrees 25 minutes 12 seconds West along the south line of the Southeast Quarter of the Southeast Quarter of said Section 24 and the centerline of a Madison County Highway a distance of 83.82 feet to the point of beginning;
thence North 00 degrees 05 minutes 00 seconds East 659.30 feet;
thence South 89 degrees 44 minutes 20 seconds West 390.07 feet;
thence South 00 degrees 05 minutes 00 seconds West 653.57 feet to the south line of the Southeast Quarter of the Southeast Quarter of said Section 24 and the centerline of a Madison County Highway;
thence South 89 degrees 25 minutes 12 seconds East along the south line of said Southeast Quarter of the Southeast Quarter and the centerline of a Madison County Highway a distance of 390.08 feet to the point of beginning.

Said tract contains 5.88 acres and is subject to a Madison County Easement over the southerly 0.30 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 24 day of Nov, 1998.

Danny Patterson
Danny Patterson

Cindy Patterson
Cindy Patterson

STATE OF IOWA, ss:

On this 24 day of Nov, 1998, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Danny Patterson and Cindy Patterson 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.

TWILA J. SALSBUFF
MY COMMISSION EXPIRES
9-13-00

Twila J. Salsbuff
Notary Public