

REC \$ 10⁰⁰
AUD \$
R.M.F. \$

FILED NO. 3100

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INDEXED ✓

BOOK 140 PAGE 593

99 JAN 29 PM 12: 07

(515) 961-2574
MICHELLE UTSLER
RECORDER
STATE OF IOWA
FOR RECORDER

Preparer Information / Richard B. Clogg, 108 E. Salem Ave., Indianola, IA 50125-0215
Individual's Name Street Address City

EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

Leona Gardner Carlson, hereinafter referred to as GRANTOR, in consideration of One Dollar and Other Valuable Consideration, hereby grants and conveys 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 GRANTOR situated in Madison County, Iowa, being more specifically described as follows:

SEE EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HEREIN

together with the right of ingress and egress over the adjacent lands of the GRANTORS, its 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 acknowledges that there is an access road used by GRANTOR and other parties, and that other parties have easement rights to use said access road. GRANTOR therefore covenants and agrees to construct its water lines and all appurtenances thereto in a manner that will not block the use of said access road. GRANTEE covenants and agrees that it shall directionally bore its pipe line under said access road and that it will not disturb the surface area of said access road. GRANTEE further covenants and warrants that it will exonerate, indemnify and hold harmless GRANTOR from and against any and all claims, real or pretended, made or asserted against GRANTOR by other parties by reason of the GRANTEE's construction of its pipeline and its use of its easement under said access road.

It is agreed that, during the period of initial construction, 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 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 for the benefit of the GRANTEE, its successors and assigns.

IN WITNESS WHEREOF, the GRANTOR has executed this instrument this 13 day of January, 1999.

Leona Gardner Carlson
Leona Gardner Carlson

STATE OF IOWA, COUNTY OF MADISON: ss

On this 13th day of January, 1999, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Leona Gardner Carlson, to me known to be a legal person named in and who executed the above and foregoing, and acknowledged the same as her voluntary act and deed.

Josephine L...
Notary Public

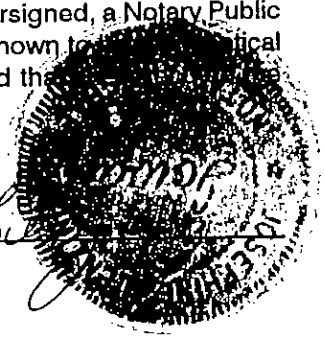


Exhibit "A"

Parcel A:

A right of way commencing on the South line of the public highway at a point 625 feet east of the Northwest corner of said East half (E1/2) of the Northeast Quarter (NE1/4) of Section Thirty-three (33) and running thence South 580 feet to the South line of the former right of way of said railway company, thence East 28 feet, thence North 580 feet to the South line of said public highway, thence West 28 feet to the point of beginning.

Commencing at the northwest corner of the NE1/4 NE1/4 of Section 33, Township 76 North, Range 27 West of the 5th P.M., thence N 90°00'00" E six hundred twenty-five and no hundredths feet (625.00') to the point of beginning, said point being on the N line of said Section 33, thence S 0°02'20" W five hundred eighty and no hundredths feet (580.00') to the South line of the former right-of-way of the C, RI & P Railway Co., thence S 86°52'03" E twenty-eight and four hundredths feet (28.04') along last said South line, thence N 0°02'20" E five hundred eighty-one and fifty-three hundredths feet (581.53') to the north line of said Section 33, thence N 90°00'00" W twenty-eight and no hundredths feet (28.00') to the point of beginning. Said parcel contains 0.373 acres more or less including 0.32 acres of road right-of-way.

Parcel B:

A tract in Sections Thirty-three (33) and Thirty-four (34) commencing at a point on the South line of the former right of way of the Chicago, Rock Island & Pacific Railway Company 933' due East of the West line of the East Half (E1/2) of the Northeast quarter (NE1/4) of Section Thirty-three (33), thence due Southeast 493', thence due East to a point 25 feet East of the West line of the Northeast quarter (NE1/4) of the Northwest quarter (NW1/4) of Section Thirty-four (34), thence due North to the South line of the former right of way of said railway company, thence in a Westerly direction along the South line of the former right of way of said railway company to the point of beginning, containing approximately 14 acres; all in Township Seventy-six (76) North, of range Twenty-seven (27) West of the 5th P.M.

Commencing at the NW corner of the NE1/4 of the NE1/4 of Section 33, Township 76 North, Range 27 West of the 5th P.M., thence N 90°00'00" E nine hundred thirty-three and no hundredths feet (933.00'), thence S 0°02'20" W five hundred ninety-six and eight-six hundredths feet (596.86') to the point of beginning, said point being on the South line of the former right-of-way of the C, RI & P Railway Co., thence S 86°52'03" E three hundred eight-nine and forty-five hundredths feet (389.45') to the East line of said Section 33, thence continuing S 86°52'03" E one thousand three hundred twenty-eight and forty-nine hundredths feet (1328.49') along said South right -of-way line to the East line of the NW1/4 of the NW1/4 of Section 34, thence continuing S 86°52'03" E twenty-five and two hundredths feet (25.02') to a point twenty-five and no hundredths feet (25.00') East of the said East line of the NW1/4 of the NW1/4 of Section 34, thence S 0°44'15" W two hundred fifty-three and thirty-eight hundredths feet (253.38') along a line parallel to and twenty-five feet (25') East of the last said line, thence N 90°00'00" W twenty-five and no hundredths feet (25.00') to the East line of the NW1/4 of the NW1/4 of Section 34, thence continuing N 90°00'00" W one thousand three hundred eighteen and twenty-five hundredths feet (1313.25') to the west line of said Section 34, thence continuing N 90°00'00" W forty-five and twenty-four hundredths feet (45.24') into said Section 33, thence N 45°00'00" W four hundred ninety-three and no hundredths feet (493.00') to the point of beginning, said parcel containing 10.62 acres more or less including 1.64 acres in Section 33 and 8.98 acres in Section 34.

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IN WITNESS WHEREOF, the GRANTOR has executed this instrument this 13 day of January, 1999.

Leona Gardner Carlson
Leona Gardner Carlson

STATE OF IOWA, COUNTY OF MADISON: ss

On this 13th day of January, 1999, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Leona Gardner Carlson, to me known to be a legal person named in and who executed the above and foregoing, and acknowledged the same as her voluntary act and deed.

Josephine D. [Signature]
Notary Public

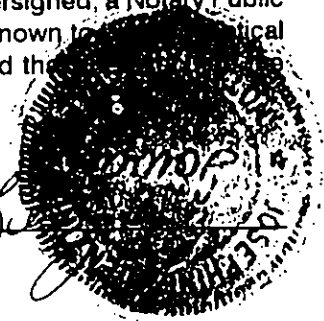


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