

THIS DOCUMENT PREPARED BY:
Richard B. Clogg, Attorney at Law
106 E. Salem Ave., P.O. Box 215
Indianola, Iowa 50125
Telephone 515-961-2574

HECS 15.00
AUDS _____
R.M.F. \$ 1.00

COMPUTER
RECORDED
COMPARED

FILED NO. 4252
BOOK 140 PAGE 659

99 APR 21 PH 2: 25

MICHELLE UTSEER
RECORDER
MADISON COUNTY, IOWA.

EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

Jeff J. Warren and Dori L. Warren

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:

LEGAL DESCRIPTION:

Parcel "A", located in the Northeast Quarter of the Southeast Quarter of Section 27, Township 76 North, Range 26 West of the 5th P.M., Madison County, Iowa, more particularly described as follows:

Beginning at the East Quarter corner of Section 27, Township 76 North, Range 26 West of the 5th P.M., Madison County Iowa; thence South 83°29'22" West along the North line of the Southeast Quarter of said Section 27, 687.71 feet; thence South 4°35'51" East along an existing fenceline, 9.86 feet; thence South 19°49'42" East along an existing fenceline, 514.17 feet; thence North 84°26'21" East along an existing fenceline, 524.78 feet to a point on the East line of the Southeast Quarter of said Section 27; thence North 1°33'59" West along the East line of the Southeast Quarter of said Section 27, 520.84 feet to the Point of Beginning. Said Parcel contains 7.172 acres, including 0.394 acres of County Road right-of-way.

2053 Wildrose Ave.

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 3-26, 1999.

Jeff J. Warren
Jeff J. Warren

Dori L. Warren
Dori L. Warren

STATE OF IOWA, ss:

On this 36 day of March, 1999, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Jeff J. Warren & Dori L. Warren 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