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MICHELLE UTSLER  
RECORDER  
MADISON COUNTY, IOWA

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

REC 500  
AUD \$ 100  
C.M.F. \$ 100

EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

Jack E. Shepherd and Janice K. Shepherd

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 Madsion County, Iowa, being more specifically described as follows:

Parcel "E" located in the Northwest Quarter (1/4) of the Southwest Quarter (1/4) of Section Seventeen (17), Township Seventy-five (75) North, Range Twenty-six (26) West of the 5th P.M., Madison County, Iowa, more particularly described as follows:

Beginning at the Southeast Corner of the Northwest Quarter (1/4) of the Southwest Quarter (1/4) of Section Seventeen (17), Township Seventy-five (75) North, Range Twenty-six (26) West of the 5th P.M., Madison County, Iowa; thence, along the South line of said Northwest Quarter (1/4) of the Southwest Quarter (1/4), South 85°44'52" West 515.51 feet; thence North 00°30'03" East 614.66 feet; thence North 88°33'03" East 507.96 feet to the East line of said Northwest Quarter (1/4) of the Southwest Quarter (1/4), thence, along said East line South 00°05'21" East 589.25 feet to the Point of Beginning. Said Parcel "E" contains 2.059 Acres, including 0.817 Acres of County Right of Way.

Approx. \*2924 St. Charles Rd.

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 13<sup>th</sup> day of April, 1999.

Jack E. Shepherd  
Jack E. Shepherd

Janice K. Shepherd  
Janice K. Shepherd

STATE OF IOWA, ss:

On this 13 day of April, 1999, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Jack E. Shepherd and Janice K. Shepherd 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

