

REC \$ 5.00  
AUD \$ \_\_\_\_\_  
R.M.F. \$ 1.00

COMPUTER   
RECORDED   
COMPALED

FILED NO. 001469

BOOK 140 PAGE 770

THIS DOCUMENT PREPARED BY: Security Abstract & Title Co. Inc., 114 N. 1st Ave., Winterset, IA 50273 515-462-1691

99 OCT 11 AM 9: 54

EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

**WILBER G. PATIENCE AND MARILYN L. PATIENCE**

MICHELLE L. TOLSON  
RECORDER  
MADISON COUNTY, IOWA

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: The East Half (1/2) of the Southeast Quarter (1/4) of Section Eight (8) and the Southwest Quarter (1/4) of Section Nine (9), all in Township Seventy-seven North, Range Twenty-eight(28) West of the 5th P.M., Madison County, Iowa, EXCEPT the Railroad right of way of the Chicago, Rock Island & Pacific Railway Company running over and across the East Half (1/2) of said Southwest Quarter (1/4) of said Section Nine (9), containing 240 acres, more or less, subject to highways, restrictions, and easements of record.

Locally known as: 115th Street

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 parties expressly agree the Easement shall be 32 feet in width, the centerline of which shall be the water pipeline and the necessary appurtenances thereto. The easement shall be located on the North 32 feet of the above described real estate and the water pipeline shall be located no more than 16 feet south of the North boundary line.

It is agreed that crop damage will be paid to the GRANTORS during initial construction and thereafter during any repair of the water line and appurtenances. GRANTEE will pay for any damages to tile, fences and other property.

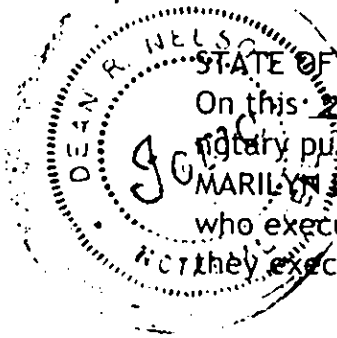
The GRANTEE, its successors and assigns, hereby promise to maintain such water pipeline and any necessary appurtenances in good repair so that damage to adjacent real estate of GRANTORS, if any damage there be, will be kept to a minimum.

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 23 day of August, 1999.

*Wilber G. Patience*  
WILBER G. PATIENCE

*Marilyn L. Patience*  
MARILYN L. PATIENCE



STATE OF IOWA, ss:

On this 23 day of August, 1999, before me the undersigned, a notary public in and for State of Iowa appeared WILBER G. PATIENCE, MARILYN L. PATIENCE to me known to be the identical persons named in and who executed the within and foregoing instrument, and acknowledged that they executed and same as their voluntary act and deed.

*Dean R. Nelson*  
Notary Public

*1179 Ivy Carlham*  
VM