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

EASEMENT

MICHELLE UTSLER
RECORDER
MADISON COUNTY, IOWA

KNOW ALL MEN BY THESE PRESENTS:

Ray L. Sorter and Ruth G. Sorter

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 NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 12, TOWNSHIP 74 NORTH, RANGE 26 WEST OF THE 5th P.M., MADISON COUNTY, IOWA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SECTION 12, TOWNSHIP 74 NORTH, RANGE 26 WEST OF THE 5th P.M., MADISON COUNTY, IOWA; THENCE NORTH 81°38'35" EAST ALONG THE NORTH LINE OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 12, 1054.00 FEET; THENCE SOUTH 0°25'17" EAST, 417.40 FEET; THENCE SOUTH 81°38'35" WEST, 1054.00 FEET TO A POINT ON THE WEST LINE OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 12; THENCE NORTH 0°25'17" WEST ALONG THE WEST LINE OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 12, 417.40 FEET TO THE POINT OF BEGINNING. SAID PARCEL CONTAINS 10.003 ACRES, INCLUDING 0.316 ACRES OF COUNTY ROAD RIGHT-OF-WAY.

Approx. Add.: *2910 Woodland 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 Sept, 1999.

Ray L. Sorter
Ray L. Sorter

Ruth G. Sorter
Ruth G. Sorter

STATE OF IOWA, ss:

On this 3 day of Sept, 1999, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Ray L. and Ruth L. Sorter 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.

Celia M. Wood
Notary Public



/M