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FILED NO 3201
BOOK 138 PAGE 601

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

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MICHELLE UTSELL
RECORDER
MADISON COUNTY, IOWA

EASEMENT

KNOW ALL MEN BY THESE PRESENTS

Richard S. Seely and Claire A. Seely
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 "E", LOCATED IN THE WEST HALF OF THE NORTHWEST QUARTER OF SECTION 16, TOWNSHIP 75 NORTH, RANGE 26 WEST OF THE 5th P M, MADISON COUNTY, IOWA, MORE PARTICULARLY DESCRIBED AS FOLLOWS

COMMENCING AT THE WEST QUARTER CORNER OF SECTION 16, TOWNSHIP 75 NORTH, RANGE 26 WEST OF THE 5th P M, MADISON COUNTY, IOWA, THENCE NORTH 0°00'00" EAST ALONG THE WEST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 16, 617.70 FEET, THENCE NORTH 88°14'31" EAST, 623.11 FEET TO THE POINT OF BEGINNING, THENCE NORTH 26°38'38" WEST, 486.42 FEET, THENCE NORTH 11°23'05" WEST, 952.65 FEET TO A POINT IN AN EXISTING FENCELINE, THENCE NORTH 83°11'20" EAST ALONG AN EXISTING FENCELINE, 517.25 FEET, THENCE SOUTH 0°00'00" WEST, 783.67 FEET, THENCE SOUTH 32°56'46" EAST, 615.64 FEET, THENCE SOUTH 0°00'00" WEST, 116.14 FEET, THENCE SOUTH 88°14'31" WEST, 442.44 FEET TO THE POINT OF BEGINNING SAID PARCEL CONTAINS 14.431 ACRES

Hickory Ridge 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 11 day of Feb 19 98

Richard S. Seely
Claire A. Seely
STATE OF IOWA

Claire A. Seely
Claire A. Seely

On this 11th day of Feb, 1998, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Richard S. Seely and Claire A. Seely 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

Kay Bulla
Notary Public Exp 10/6/98