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MICHELLE UTSLEN RECORDER MADISON COUNTY 10WA

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

EASEMENT

| KNOW AI | I. MEN | BY THESE | PRESENTS: |
|---------|--------|----------|-----------|
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william C. Knapp Revocable Trust , 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 water lines and appurtenances thereto, over, across and through the land of the GRANTORS situated in Madison County, Iowa, being more specifically described as follows:

The Northwest Quarter (½) of Section Twelve (12), in Township Seventy-four (74) North, Range Twenty-six (26) West of the 5th P.M., Madison County, Iowa, except the following described tract of land, to-wit: Commencing at a point 184.4 feet North of the West Quarter (½) corner of said Section Twelve (12), running thence North 506.3 feet, thence East 1953 feet, thence South 442 feet to the North right-of-way line of Primary Road No. 400, thence North 70°39'54" West along said right-of-way line 80.7 feet, thence South 83°46'40" West 616.3 feet, thence South 10 feet, thence Westerly along a 05° 18' curve 137 feet, thence North 10 feet, thence Westerly along said curve 212.4 feet, thence North 87°10' West 825.9 feet, thence North 44°47'45" West 118.7 feet to the point of beginning, subject to road easement along the West side thereof, said exception containing 21.96 acres, more or less,

Peru 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 GRANTOR, 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 WHEREOF, the Grantors have executed this instrument this 19th day of April , 1996.

STATE OF IOWA

)SS:

COUNTY OF POLK

On this 19th day of Anni 1996, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared WILLIAM C. KNAPP, to me known to be the identical person named in and who executed the foregoing instrument, and acknowledged that he, as the fiduciary, executed the instrument as the voluntary act and deed of him and of the fiduciary.

DARYL A. NEUMANN MY COMMISSION EXPIRES October 10, 1997

Notary Public in and for Said State

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