

REC \$ **5⁰⁰**
AUD \$
R.M.F. \$ **1⁰⁰**

COMPTROLLER ☒
RECORDS ☒
CLERK ☐

MICKI UTSLER
RECORDER
MADISON COUNTY, IOWA

THIS DOCUMENT PREPARED BY: Claire D. Patin, Attorney at Law, 106 E. Salem Ave., Indianola, Iowa 50125 515-961-3574

EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

Travis J Maxwell

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:

A tract of land in the Southeast Quarter (¼) of the Southwest Quarter (¼) of Section Twenty (20) in Township Seventy-four (74) North, Range Twenty-six (26) West of the 5th P.M., Madison County, Iowa, more particularly described as follows: Commencing at the Southeast Corner of the Southwest Quarter (¼) of the Southeast Quarter (¼) of Section Twenty (20), in Township Seventy-four (74) North, Range Twenty-six (26) West of the 5th P.M., Madison County, Iowa, thence South 90°00'00" West 1,304.87 feet along the South Line of said Section Twenty (20) to the Point of Beginning, thence continuing South 90°00'00" West 518.96 feet along said South Line, thence North 01°51'25" East 105.86 feet, thence North 85°02'00" East 78.54 feet, thence North 02°12'05" East 233.98 feet, thence South 87°33'55" East 443.16 feet, thence South 02°31'43" West 327.90 feet to the Point of Beginning, said tract of land contains 3.619 Acres including 0.457 Acres of County Road Right of Way.

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 22nd day of September, 2000.

Travis Maxwell
Travis J Maxwell

STATE OF IOWA, ss:

On this 22 day of Sept, 2000, before me the undersigned, a notary public in and for State of Iowa appeared Travis Maxwell 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.

Kristen R. Land
Notary Public exp. 11-19-02