

P.13

244-4890

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

This Document Prepared By: Warren Water District, 1204 E. 2nd Ave., Indianola,
Iowa 50125 1-515-962-1200

EASEMENT

FILED NO. 003524

KNOW ALL MEN BY THESE PRESENTS:

COMPUTER ☒
RECORDED ☒
COMPARED ☒

BOOK 2001 PAGE 3524

2001 AUG 10 PM 1:38

ISC Properties, Inc.

hereinafter referred to as GRANTORS, in consideration of One Dollar and Other Valuable Consideration, hereby grant and convey unto Warren Water, Inc., 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 North Fractional Half (N. fr 1/2) of the Northeast Quarter (NE 1/4) of Section Three (3), Township Seventy-seven (77) North, Range Twenty-eight (28) West of the 5th P. M., Madison County, Iowa, containing 75.5 acres, more or less; and The South Half (1/2) of the Northeast Fractional Quarter (1/4) of Section Three (3) in Township Seventy-seven (77) North, Range Twenty-eight (28) West of the 5th P. M., Madison County, Iowa, except the right-of-way of the Chicago, Rock Island and Pacific Railroad Company across the same; and The East Fractional Half (1/2) of the Northwest Quarter (1/4) of Section Three (3) in Township Seventy-seven (77) North, Range Twenty-eight (28) West of the 5th P.M., Madison County, Iowa, except the South 82 rods of the West 40 feet thereof, and except commencing at the center of Section Three (3), Township Seventy-seven (77) North, of Range Twenty-eight (28) West of the 5th P. M., Madison County, Iowa, thence West 624.5 feet to the point of beginning, thence North 0°29' West, 435.5 feet, thence West 650.55 feet, thence South 0°29' East 435.5 feet, thence East 650.55 feet to the point of beginning and containing 6.504 acres, more or less,

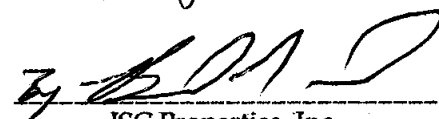
and locally known as: 105th & Hioula
together with the right of ingress and egress over the adjacent lands of the GRANTORS, their successors and assigns, for the purposes of this easement.

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 WHEREOF, the GRANTORS have executed this instrument this 13th day of July, 2001.


ISC Properties, Inc.

M6-0398

CORPORATE ACKNOWLEDGMENT

STATE OF IOWA, ss:

On this 13 day of July, 2000 before me, the undersigned a Notary Public, personally appeared Brad R. Nord and _____ to me personally known, who being by me duly sworn, did say that they are the Secretary and _____ respectively, of said corporation, that said instrument was signed on behalf of said corporation by authority of its Board of Directors; and that the said Brad R. Nord and _____ as such officers, acknowledged the execution of said instrument to be the voluntary act and deed of said corporation, by it and by them voluntarily executed.




NOTARY PUBLIC