

all tile will be repaired
all fence will be replaced
crop damage will be paid

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REC \$ 10.00
AUD \$ 1.00
R.M.F. \$ 1.00

NICKI UTSLER
RECORDER
MADISON COUNTY, IOWA

THIS DOCUMENT PREPARED BY: Claire B. Patin, Attorney at law, 106 E. Salem, Indianola, IA 50125 515-961-2574

EASEMENT

KNOW ALL MEN BY THESE PRESENT:

Paul Gutsall, Janet H. Gutsall, R. Carroll Gutshall, Gretchen Cartwright
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:

The SE $\frac{1}{4}$ of the SW $\frac{1}{4}$, Section 2, and the S $\frac{1}{2}$ of the NW $\frac{1}{4}$ Section 2, and the N $\frac{1}{2}$ of the NW $\frac{1}{4}$ Section 2, all in Township 77 North, Range 27 West of the 5th P.M. Madison County, Iowa

The pipeline shall be no further than seventy-five feet west of the centerline of Quailridge Road.

Quailridge 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 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 18th day of July, 2001.

R. Carroll Gutshall
Paul Gutsall

Gretchen Cartwright
Janet H. Gutsall

STATE OF IOWA, ss:

On this 18th day of July, 2001 before me the undersigned, a notary public in and for State of Iowa, appeared R. Carroll Gutshall, Gretchen Cartwright to me known to be the identical persons named in and who executed the within and foregoing instrument and acknowledged that they executed the same as their voluntary act and deed.

Earl L. Evans
NOTARY PUBLIC



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R. Carroll Gutsall

~~Gretchen Cartwright~~

* J. Paul Gutshall
Paul Gutsall

Janet H. Gutshall
Janet H. Gutsall

STATE OF IOWA, ss:

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J. Paul Gutshall, Janet H. Gutshall to me known to be the identical persons named in and who executed the within and foregoing instrument and acknowledged that they executed the same as their voluntary act and deed.



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