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REC \$ 5⁰⁰
AUD \$ 1⁰⁰
R.M.F. \$ 1⁰⁰COMPUTER ✓
RECORDED ✓
COMPARED ✓MICKI UTSLER
RECORDER
MADISON COUNTY, IOWA

THIS DOCUMENT PREPARED BY: Warren Water District, 1204 E. 2nd Ave. Indianola, IA 50125 515-962-1200

EASEMENT

KNOW ALL MEN BY THESE PRESENT:

MEYERS FARMS INC.

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 East Half (E 1/2) of Section 21, Township 77 North, Range 27 West of the 5th P.M., Madison County, Iowa.

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. Easement shall be restricted to within a maximum of 75 feet of the centerline of the County road.

GRANTEE shall repair all fences, tile lines, and driveways/field entries, during initial construction. Additional repairs, after the initial construction, shall be completed, at the GRANTEE'S expense (at a reasonable cost), by a Contractor of GRANTORS' choice.

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. Damages shall be repaired at the GRANTEE's expense (at a reasonable cost), by a Contractor of the GRANTOR'S choice.

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 14th day of Sept., 2001.

Meyer Farms Inc.
MEYERS FARMS INC.

Carroll Meyer

CORPORATE ACKNOWLEDGMENT

STATE OF Missouri, ss:

On this 14th day of SEPT., 2001 before me, the undersigned a Notary Public, personally appeared CARROLL MEYER and _____ to me personally known, who being by me duly sworn, did say that ~~they are~~ he is the PRESIDENT the _____ 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 CARROLL MEYER 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.

Judy B. Hedder
Notary Public, State of Missouri
Commissioned in Platte County
My Commission Expires May 1, 2001

Judy B. Hedder
Notary Public