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MICKI UTSLER
RECORDER
MADISON COUNTY, IOWAREC \$ 5⁰⁰
AUD \$ 1⁰⁰
R.M.F. \$ 1⁰⁰COMPUTER ☒
RECORDED ☒
COMPARED ☒

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

EASEMENT

KNOW ALL MEN BY THESE PRESENT:

Kenneth E. O'Brien and Kimberly A. O'Brien

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:

LEGAL DESCRIPTION:

Parcel "B" in the Northeast Quarter of the Northeast Quarter of Section 26, Township 77 North, Range 27 West of the 5th P.M., Madison County, Iowa more particularly described as follows:

Beginning at the Southeast Corner of the Northeast Quarter of the Northeast Quarter of Section 26, Township 77 North, Range 27 West of the 5th P.M., Madison County, Iowa; thence North 89°59'28" West 841.05 feet along the South line of said Northeast Quarter of the Northeast Quarter; thence North 00°11'44" West 653.25 feet; thence North 90°00'00" East 336.05 feet; thence North 00°11'44" West 660.25 feet to a point on the North line of said Northeast Quarter of the Northeast Quarter; thence North 90°00'00" East 80.00 feet to the Northwest Corner of existing Parcel "A"; thence South 00°11'44" East 660.25 feet along the West line of existing Parcel "A"; thence South 47°22'03" East 606.76 feet to a point on the East line of said Northeast Quarter of the Northeast Quarter; thence South 00°11'44" East 242.42 feet to the Point of Beginning containing 11.424 acres including 0.045 acres of County Road right-of-way.

Locally known as 2668 140th Street

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 1st day of October, 2001.

Kenneth E. O'BrienKenneth E. O'Brien
STATE OF IOWA, ss:Kimberly A. O'Brien

Kimberly A. O'Brien

On this 1 day of October, 2001 before me the undersigned, a notary public in and for State of Iowa, appeared

Kenneth E. O'Brien and Kimberly A. O'Brien 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.

Patricia E. Miller

NOTARY PUBLIC

