

FILED NO. **002878**

BOOK **2002** PAGE **2878**

2002 JUN 13 PM 1:47

REC \$ **5.00**
AUD \$ **1.00**
R.M.F. \$ **12**

COMPUTER ☒
RECORDED ☒
COMPARED ☒

MICKI UTSLER
RECORDER
MADISON COUNTY, IOWA

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

EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

Jayson P. Gibson and Tawyne A. Gibson

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 parcel of land described as beginning at the Northeast Corner of the Northwest Fractional Quarter of the Southwest Quarter of Section 18, Township 75 North, Range 27 West of the 5th P.M., Madison County, Iowa, Thence North 00°33'59" East 181.69 feet along the East line of the Southwest Fractional Quarter of the Northwest Quarter of said Section 18; thence South 89°59'03" West 534.46 feet along the North line of the South 11 rods of said Southwest Fractional Quarter of the Northwest Quarter; thence South 00°06'18" East 1168.85 feet; thence South 89°45'56" East 205.33 feet along the North line of the South 11 acres of the Northwest Fractional Quarter of the Southwest Quarter of said Section 18; thence North 00°42'32" East 295.00 feet; thence South 89°45'57" East 315.00 feet to the East line of said Northwest Fractional Quarter of the Southwest Quarter; thence North 00°42'32" East 694.52 feet to the Point of Beginning containing 12.037 acres including 0.982 acres of County Road Right-of-way. Said Parcel is divided into Lot 1 and Lot 2 as shown on the plat.

2455 Clark Tower 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 19th day of April, 2002.

Jayson P. Gibson
Jayson P. Gibson

Tawyne A. Gibson
Tawyne A. Gibson

STATE OF IOWA, ss:

On this 19 day of April, 2002, before me the undersigned, a notary public in and for State of Iowa appeared

Jayson P. Gibson & Tawyne A. Gibson 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.

Lisa Dale
Notary Public

