

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

COMPUTED ☒
RECORDED ☒
COMPALED ☒

003431
FILED NO. _____
BOOK 2002 PAGE 3431
2002 JUL 15 PM 12:04

MICKI UTSLER
RECORDER

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

EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

George L. Shepherd and Cindy L. Shepherd

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

A tract of land in the Northwest Quarter of the Northwest Quarter (NW 1/4 NW 1/4) of Section 15, Township 75 North, Range 26 West of the 5th P.M., Madison County, Iowa, more particularly described as follows: commencing at the Northwest corner of Section 15, Township 75 North, Range 26 West of the 5th P.M., Madison County, Iowa; thence South 00 degrees 00 minutes 00 seconds 493.48 feet along the West line of the Northwest Quarter (NW 1/4) of said Section Fifteen (15) to point of beginning. Thence continuing South 00 degrees 00 minutes 00 seconds 617.74 feet to a point that is 214.50 feet north of the Southwest corner of the Northwest Quarter (NW 1/4 NW 1/4) of said Section 15; thence North 85 degrees 58 minutes 09 seconds East 442.17 feet; thence North 01 degrees 55 minutes 00 seconds West 612.51 feet, thence South 88 degrees, 32 minutes 00 seconds West 623.37 feet to the point of beginning. Said tract contains 9.01 acres, including 0.71 acres of public road right of way.

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 _____ day of 6-8-02, 2002.

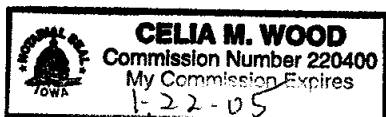
George L. Shepherd
George L. Shepherd

Cindy L. Shepherd
Cindy L. Shepherd

STATE OF IOWA, ss:

On this 7th day of June, 2002, before me the undersigned, a notary public in and for State of Iowa appeared

George L. Shepherd and Cindy L. Shepherd 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.



Celia M. Wood
Notary Public