

REC \$ 10⁰⁰
AUD \$
R.M.F. \$ 1⁰⁰

FILED NO. 006066

BOOK 2002 PAGE 6066

2002 DEC 13 PM 2:13

COMPUTER	✓
RECORDED	✓
COMPARED	✓

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

EASEMENT

KNOW ALL MEN BY THESE PRESENT:

BOARD OF WATER WORKS TRUSTEES OF THE CITY OF DES MOINES, IOWA

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 NORTH EAST FRACTIONAL QUARTER (NE FR. 1/4) AND THE NORTH SIXTY FIVE (65) ACRES OF THE EAST HALF (E 1/2) OF THE NORTHWEST QUARTER (NW 1/4) IN SECTION ONE (1), TOWNSHIP SEVENTY SEVEN (77) NORTH, RANGE TWENTY SIX (26) 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.

~~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.

GRANTEE shall construct the water main and shall have the duty to repair such main and will be responsible for keeping the water system free from leaks. The GRANTEE agrees to pay the cost of all repairs to any drain tile, drive or access way, parking, fence, landscaping, or any other improvements which may be damaged as a result of any entry made through an exercise of GRANTEE'S right of ingress and egress. All repairs shall be made to the same condition or better. GRANTEE will use due care to minimize risk to persons or property when accomplishing work permitted by this easement.

GRANTEE shall take all steps necessary, appropriate, and property to conduct the work activities under this easement in a safe, orderly, and environmentally proper manner without undue risk to any person or property of GRANTOR. The quality of water in Maffitt Lake shall be safeguarded at all times.

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.

Lawrence E. James

L. D. McMullen
L. D. MCMULLEN

On this 19th day of November, 2002 before me the undersigned, a notary public in and for State of Iowa, appeared Lawrence E. James and L.D. McMullen to me personally known, and, who being by me duly sworn, did say that they are the Acting Chair and the Chief Executive Officer and General Manager of the BOARD OF WATER WORKS TRUSTEES OF THE CITY OF DES MOINES, IOWA, that no seal has been procured by the entity; that the instrument was signed on behalf of the entity by authority of its Board, and that Lawrence E. James and L. D. McMullen acknowledged the execution of the instrument to be the voluntary act and deed of the BOARD OF WATER WORKS TRUSTEES OF THE CITY OF DES MOINES, IOWA, by it and by them voluntarily executed.

Sella J. Feldman
Notary Public in and for the State of Iowa

