

LISA SMITH, COUNTY RECORDER
MADISON IOWATHIS DOCUMENT PREPARED BY: Warren Water District, Inc. 1204 E. 2nd Ave. Indianola, IA 50125 515-962-1200
RETURN TO: CLAIRE PATIN, PO BOX 215, INDIANOLA, IA 50125 515-961-2594

EASEMENT

KNOW ALL MEN BY THESE PRESENT:

David R. Spencer and Marilyn J. Spencer

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 Northwest Quarter (NW¼) and the Southwest Quarter of the Northeast Quarter (SW¼ NE¼) of Section Four (4), Township Seventy-four (74) North, Range Twenty-seven (27) West of the 5th P.M., Madison County, Iowa, EXCEPT the real estate conveyed to the State of Iowa pursuant to a warranty deed filed of record September 26, 1959 in the Office of the Madison County Recorder in Book 89, Page 497, and subject to easements and restrictions of record, that certain fence agreement dated November 4, 1991 and recorded December 12, 1991 in Book 2, Page 118 of the Madison County Recorder, and Maintenance Agreement dated June 17, 1997, and recorded August 20, 1997 in Book 44, Page 278 of the Madison County Recorder.

Peru 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. In addition, if the Easement area, as described herein, does not abut the nearest public road right-of-way, the Easement area shall extend to the nearest public road right-of-way line. 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 23 day of July, 2007.

David R. Spencer
David R. Spencer

Marilyn J. Spencer
Marilyn J. Spencer

STATE OF IOWA, ss:

On this 23 day of July, 2007 before me the undersigned, a notary Spencer public in and for State of Iowa, appeared David R. Spencer and Marilyn J. Spencer 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.



Lisa Coffman
NOTARY PUBLIC