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RECORDER
MADISON COUNTY, IOWA

Prepared

by: John E. Casper, 223 East Court, Winterset, IA 50273-0067 (515) 462-4912

EASEMENT

KNOW ALL PEOPLE BY THESE PRESENTS:

ROBERT D. VAN SCOY AND VELMA E. VAN SCOY, husband and wife, hereinafter referred to as GRANTORS, in consideration of One Dollar and Other Valuable Consideration, hereby grant and convey unto Warren Water District, Inc., 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 Thirty-two (32) Feet of the South Seventy-eight (78) Feet of the Southwest Quarter (1/4) of the Northeast Quarter (1/4) of Section 30, Township 75 North, Range 27 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.

Grantee agrees to pay for and/or repair damage to any tile drain lines caused by or resulting from the initial construction.

It is agreed that the GRANTEE shall be responsible for restoration of the surface of the earth disturbed by the exercise of its easement rights and for the repair or replacement of any subsurface damage such as to tile line, wells or springs. In addition, the GRANTEE shall pay for damages such as to fences or crops caused by the exercise of its easements rights. 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 GRANTEE shall not cut the drain pipe under the field entrance to the premises located at the West end thereof and shall not cut through, damage or displace the ten (10) inch field drain outlet in the ditch towards the East side of the premises.

The grant and other provisions of this easement shall constitute a covenant running with the land for the benefit of the parties, its successors and assigns.

IN WITNESS WHEREOF, the GRANTORS have executed this instrument this 4th day of June, 1998.

Robert D. Van Scoy
Robert D. Van Scoy

Velma E. Van Scoy
Velma E. Van Scoy

STATE OF IOWA, MADISON COUNTY, SS:

On this 4th day of JUNE, 1998, before me the undersigned, a notary public in and for the State of Iowa appeared to me Robert D. Van Scoy and Velma E. Van Scoy, 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.

John E. Casper
Notary Public