

THIS DOCUMENT PREPARED BY:
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REC \$ 5⁰⁰
AUD \$
R.M.F. \$ 1⁰⁰

COMPUTER ✓
RECORDED ✓
COMPARED ✓

FILED NO.
BOOK 110 PAGE 24
98 MAY 21 PH 2:36
MICHELLE UTSLER
RECORDER
MADISON COUNTY, IOWA

EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

Jo Boulware

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:

Parcel "D", located in the West Half of the Southwest Quarter of Section 11, Township 76 North, Range 27 West of the 5th P.M., Madison County, Iowa, more particularly described as follows: Beginning at the West Quarter Corner of Section 11, Township 76 North, Range 27 West of the 5th P.M., Madison County, Iowa; thence South 0 03'15" West along the West line of the Southwest Quarter of said Section 11, 1781.25 feet; thence South 87 37'10" East along the Centerline of an unpaved County Road, 440.01 feet; thence North 0 04'00" East, 1808.03 feet to a point on the North line of the Southwest Quarter of said Section 11, thence South 88 53'35" West along an existing fence line which is the North line of the Southwest Quarter of said Section 11, 440.13 feet to the Point of Beginning. Said Parcel contains 18.121 acres, including 0.357 acres of County Road right-of-way.

locally known as: Approx. 1835 Quarry Dr. E.

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, during the period of initial construction, no 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.

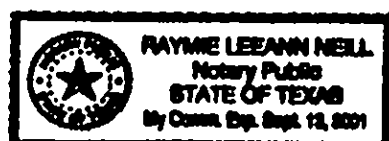
The grant and other provisions of this easement shall constitute a covenant running with the land for the benefit of the GRANTEE, its successors and assigns.

IN WITNESS WHERE OF, the GRANTORS have executed this instrument this 13 day of March, 19 98.

Jo Boulware
Jo Boulware

Texas JB
STATE OF IOWA, ss:

On this 13 day of March 19 98 before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Jo Boulware to me known to be the identical persons named in and who executed the above and foregoing, and acknowledged that they executed the same as their voluntary act and deed.



Raymie LeeAnn Neill
Notary Public