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THIS DOCUMENT PREPARED BY:
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Telephone: 515-961-2574COMPUTER ✓
RECORDED ✓
COMPARED ✓MICHELLE UTSLER
RECORDER
MADISON COUNTY, IOWA

EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

Christopher J. Endres and Melissa L. Endres,

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 Southwest Quarter (1/4) of the Northeast Quarter (1/4) of Section Three (3), Township Seventy-five (75) North, Range Twenty-six (26) West of the 5th P.M., Madison County, Iowa, more particularly described as follows: Commencing at the Northwest corner of the Southwest Quarter (1/4) of the Northeast Quarter (1/4) of Section Three (3), Township Seventy-five (75) North, Range Twenty-six (26) West of the 5th P.M., Madison County, Iowa; thence South 0°02'29" West along the West line of the Southwest Quarter (1/4) of the Northeast Quarter (1/4) of said Section Three (3), 38.58 feet to a point on the centerline of an unpaved County Road; thence North 89°41'58" East along said centerline, 327.72 feet to the Point of Beginning; thence South 87°07'05" East along said centerline, 327.59 feet; thence South 0°10'01" West along an existing fence line, 399.79 feet; thence South 90°00'00" West, 353.34 feet; thence North 3°45'23" East, 417.15 feet to the Point of Beginning. Said Parcel contains 3.190 acres, including 0.241 acres of County 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, 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.

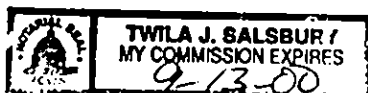
IN WITNESS WHERE OF, the GRANTORS have executed this instrument this 24th day of Aug., 1998.

Christopher J. Endres
Christopher J. Endres

Melissa L. Endres
Melissa L. Endres

STATE OF IOWA, ss:

On this 24th day of Aug., 1998, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Christopher J. Endres and Melissa L. Endres 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.



Twila J. Salsbury
Notary Public

vm