

MICHELLE "MICKI" UTSLER, COUNTY RECORDER
MADISON IOWA

THIS DOCUMENT PREPARED BY: Warren Water District, 1204 E. 2nd Ave. Indianola, IA 50125 515-962-1200.

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EASEMENT

KNOW ALL MEN BY THESE PRESENT:

Donald R. Mason and Peggy J. Mason

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 (1/4) of the Northwest Quarter (1/4) of Section Twenty-nine (29) in Township Seventy-five (75) North, Range Twenty-six (26) West of the 5th P.M., Madison County, Iowa, EXCEPT therefrom a parcel described as commencing 108.6 feet East of the Southwest Corner and on the South line thereof, thence North 3°57' East, 389.9 feet, thence South 89°49' East, 299.9 feet, thence South 7°51' West, 391.7 feet to the South line thereof, thence West 273.3 feet to the point of beginning and containing 2.5565 acres including 0.2917 of an acre of county road right-of-way, AND EXCEPT Parcel "F" located in the Northwest Quarter (1/4) of the Northwest Quarter (1/4) of said Section Twenty-nine (29), containing 18.04 acres of land including 0.47 acres of county road right of way, as shown in Plat of Survey filed in Book 2003, Page 5279 on September 4, 2003, in the Office of the Recorder of Madison County, Iowa

2623 Timber Ln.
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.

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 27 day of APRIL, 2004.

Donald R. Mason
Donald R. Mason

Peggy J. Mason
Peggy J. Mason

STATE OF IOWA, ss:

On this 6 day of MAY, 2004 before me the undersigned, a notary public in and for State of Iowa, appeared Donald R. Mason and Peggy J. Mason 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.

Donna J. Jacobs
NOTARY PUBLIC

