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MICKI UTSLER
RECORDER
MADISON COUNTY, IOWA

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

EASEMENT

KNOW ALL MEN BY THESE PRESENT:

Steven Mossman and Annette Mossman

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 B located in the Southwest Quarter (1/4) of the Southeast Quarter (1/4) and the Southeast Quarter (1/4) of the Southwest Quarter (1/4) of Section Thirty-four (34), Township Seventy-seven (77) North, Range Twenty-seven (27) West of the 5th P.M., Madison County, Iowa, described as follows: Beginning at the northwest corner of the Southwest Quarter (1/4) of the Southeast Quarter (1/4) of said Section 34; thence on an assumed bearing of South 89°39'41" East along the north line of the Southwest Quarter (1/4) of the Southeast Quarter (1/4) of said Section 34 a distance of 559.29 feet; thence South 04°59'31" East 958.76 feet; thence North 89°33'40" West 207.93 feet; thence North 43°17'42" West 574.17 feet; thence North 32°40'12" West 80.07 feet; thence North 00°15'49" East 471.54 feet to the northwest corner of the Southwest Quarter (1/4) of the Southeast Quarter (1/4) of said Section 34 and the point of beginning. Said tract contains 10.88 acres and is subject to Madison County Highway Easement over the northerly 0.41 acres thereof,

2558 160th

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 9 day of Nov, 2001.

Steven Mossman
Steven Mossman

Annette Mossman
Annette Mossman

STATE OF IOWA, ss:

On this 9 day of November, 2001 before me the undersigned, a notary public in and for State of Iowa, appeared Steven Mossman and Annette Mossman me 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.

Celia M. Wood
NOTARY PUBLIC

