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AUD \$
R.M.F. \$ 1⁰⁰

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MICKI UTSLER
RECORDER
MADISON COUNTY, IOWA

This Document Prepared By: Security Abstract & Title Co, Inc., 114 N. 1st Ave., Winterset, Iowa 50273 Telephone: 515-462-1691
Return to: Warren Water, Inc., 1204 E. 2nd St., Indianola, IA 50125 Telephone: 515-962-1200

EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

Gary L. Cooper and Sherry L. Cooper, husband and wife, hereinafter referred to as GRANTORS, in consideration of One Dollar and Other Valuable Consideration, hereby grant and convey unto Warren Water, 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:

A parcel of land in the Northwest Quarter (1/4) of Section Fifteen (15) in Township Seventy-seven (77) North, Range Twenty-nine (29) West of the 5th P.M., Madison County, Iowa, described as follows: Commencing at the Southwest corner of said Northwest Quarter (1/4); thence North 00° 00' East 253.00 feet on the west line thereof to the point of beginning; thence North 00° 00' East 736.6 feet on said west line; thence South 89° 35' East 658.2 feet; thence South 01° 25' West 735.0 feet; thence North 89° 45' West 640.0 feet to the point of beginning, containing 10.965 acres, more or less,

and locally known as: 1938 Pitzer Rd
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 WHEREOF, the GRANTORS have executed this instrument this 21st day of April, 2003.

Gary L. Cooper
Gary L. Cooper

Sherry L. Cooper
Sherry L. Cooper

M7-0184

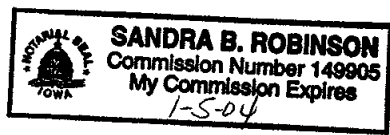
STATE OF IOWA, Polk COUNTY, ss:

On this 21st day of APRIL, 2003, before me the undersigned, a notary public in and for the State of Iowa appeared to me GARY L. COOPER AND SHERRY L. COOPER

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.

Elgin, Patricia Barber
106 East Salem
PO Box 215
Indianola Iowa
5025

Sandra B. Robinson
Notary Public



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