

Claire B Patin RC
106 East Salem
PO Box 215
Indianola Iowa 50125

REC \$ 5⁰⁰
AUD \$
R.M.F. \$ 1⁰⁰

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BOOK 2003 PAGE 2537

2003 MAY -2 AM 11:38

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:

Paul J. Koster and Julia R. Koster

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" a part of Parcel "A" in the East Half of the Southeast Quarter of Section 10, Township 76 North, Range 27 West of the 5th P.M., Madison County, Iowa, more particularly described as follows: Beginning at the East Quarter Corner of Section 10, Township 76 North, Range 27 West of the 5th P.M., Madison County, Iowa; Thence South 00°03'31" West 2166.67 feet along the East line of the Southeast Quarter of said Section 10 to the South line of Parcel "A"; thence South 88°37'49" West 785.55 feet along the South line of Parcel "A"; thence North 00°02'32" East 2185.45 feet to a point on the North line of the Northeast Quarter of the Southeast of said Section 10; thence North 90°00'00" East 785.93 feet to the Point of Beginning containing 39.246 acres including 1.038 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 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 7th day of April, 2003.

Paul J. Koster
Paul J. Koster

Julia R. Koster
Julia R. Koster

STATE OF IOWA, ss:

On this 7th day of April, 2003 before me the undersigned, a notary public in and for State of Iowa, appeared Paul J. Koster and Julia R. Koster 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

