

MICHELLE "MICKI" UTSLER, COUNTY RECORDER
MADISON IOWA

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COMPARED

Return to Claire Patin PO Box 215 Indianola IA 50125
THIS DOCUMENT PREPARED BY: Warren Water District, 1204 E. 2nd Ave. Indianola, IA 50125 515-962-1200

EASEMENT

KNOW ALL MEN BY THESE PRESENT:

Lester T. Pomeroy and Linda K. Pomeroy

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" in the West Half (W 1/2) of the Northwest Quarter (NW 1/4) of the Northeast Quarter (NE 1/4) and part of the East Half (E 1/2) of the Northwest Quarter (NW 1/4) in Section Thirty-one (31), Township Seventy-seven (77) North, Range Twenty-seven (27) West of the 5th P.M., Madison County, Iowa, described as follows: Beginning at the Southeast corner of the Northwest Quarter (NW 1/4) of said Section Thirty-one (31); thence North 89°54'11" West a distance of 426.11 feet to an iron pin; thence North 00°07'43" East a distance of 2632.57 feet to an iron pin; thence South 89°42'31" East a distance of 1077.96 feet to an iron pin; thence South 00°14'31" West a distance of 1315.08 feet to an iron pin; thence North 89°40'36" West a distance of 659.25 feet to an iron pin; thence South 00°07'42" West a distance of 1316.44 feet to the Point of Beginning; containing 45.081 acres of land including 0.320 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 11 day of July, 2005.

Lester T. Pomeroy
Lester T. Pomeroy

Linda K. Pomeroy
Linda K. Pomeroy

STATE OF IOWA, ss: On this 11 day of July, 2005 before me the undersigned, a notary public in and for State of Iowa, appeared Lester T. Pomeroy and Linda K. Pomeroy 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.

LISA COFFMAN
Commission Number 715785
My Commission Expires
3-29-08

Lisa Coffman
NOTARY PUBLIC