

MICHELLE UTSLER, COUNTY RECORDER  
MADISON IOWA

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RECORDED	<input checked="" type="checkbox"/>
COMPARED	<input type="checkbox"/>

Preparer: Phil Watson, P.C., 535 E. Army Post Rd., Des Moines, IA 50315 Phone: 515.287.7000

### EASEMENT AGREEMENT

Donald R. Mason and Peggy J. Mason, husband and wife, hereinafter called "Grantors," for valuable consideration, do hereby grant to Thomas Austin Koehler and Pamela Jean Koehler, as joint tenants with full rights of survivorship and not as tenants in common, hereinafter called "Grantees," and to their heirs successors or assigns, owners of the following described real estate:

Parcel "A" located in the Southwest Quarter (SW ¼) of the Southwest Quarter (SW ¼) of Section Thirty-one (31), Township Seventy-five (75) North, Range Twenty-seven (27) West of the 5<sup>th</sup> P.M., Madison County, Iowa

the perpetual right and easement upon and under the following described real estate:

The East 220 feet of the North 60 feet of Parcel "B" located in the Southwest Quarter (SW ¼) of Section Thirty-one (31), Township Seventy-five (75) North, Range Twenty-seven (27) West of the 5<sup>th</sup> P.M., Madison County, Iowa

together with the right of ingress and egress over and across said easement area for the purpose of repairing, maintaining, and replacing laterals upon and under said easement area.

The Grantors warrant and covenant to the Grantees that they are the owners of the real estate upon which said easement area is situated, that they have full right and


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729 1/2 Main St.  
Pella, Ia 50219


authority to validly grant this easement, and the Grantees may quietly enjoy their estate in the premises.

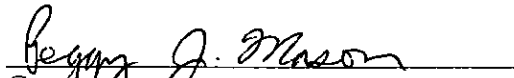
Grantors covenant that no act will be permitted within the easement area which is inconsistent with the rights hereby granted; and no buildings or structures will be erected upon said easement area, and that the present grade or ground level thereof will not be changed by excavation or filling. This easement shall run with the land and bind and inure to benefit of the heirs, successors and assigns of the parties.

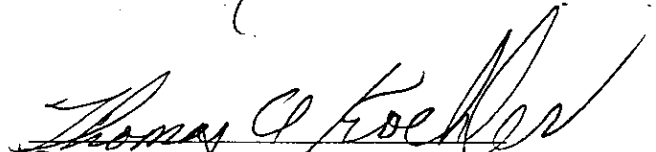
~~Grantees shall be solely responsible for the repair and maintenance of all items~~  
installed in the easement area and shall, upon maintenance, repair, or replacement of any item installed in the easement area, restore the surface of the easement area to its condition existing prior to such repair, replacement, or maintenance. This easement shall terminate in the event the easement area cease being used by the Grantees, their heirs, successors or assigns.

Dated this 9 day of December, 2005.

  
\_\_\_\_\_  
Grantor

  
\_\_\_\_\_  
Grantee

  
\_\_\_\_\_  
Grantor

  
\_\_\_\_\_  
Grantee

STATE OF IOWA :

Madison COUNTY :

On this 9<sup>th</sup> day of December, 2005, before me, the undersigned, a Notary Public in and for said State, personally appeared Donald R. Mason and Peggy J. Mason, to me personally known to be the identical persons named in and who executed the foregoing instrument, and acknowledged that they executed the same as their voluntary act and deed.

Stephanie K. Gerleman  
Notary Public

STATE OF IOWA :

POLK COUNTY :



On this 30<sup>th</sup> day of November, 2005, before me, the undersigned, a Notary Public in and for said State, personally appeared Pamela Jean Koehler and Thomas Austin Koehler, to me personally known to be the identical persons named in and who executed the foregoing instrument, and acknowledged that they executed the same as their voluntary act and deed.

Becky J. Petersen  
Notary Public

