

REC \$ 5.00
AUD \$ 5.00
R.M.F. \$ 5.00

COMPUTER	✓
RECORDED	✓
COMPARED	✓

FILED NO. 5615
BOOK 2003 PAGE 5615
2003 SEP 19 AM 11:51
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:

David D. Waltz and Debbie J. Waltz

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:

The part of the Northeast Quarter of the Northeast Quarter of Section Twenty-four (24), Township Seventy-five (75) North, Range Twenty-eight (28) West of the 5th Principal Meridian, Madison County, Iowa, described as follows: Beginning at the Northwest corner of the Northeast Quarter of said Section Twenty-four (24); thence on an assumed bearing of North 89°37'54" East along the Northerly line of the Northeast Quarter (¼) of the Northeast Quarter (¼) of said Section Twenty-four (24) a distance of 468.86 feet; thence South 09°07'22" West 513.75 feet; thence South 89°02'06" West 387.76 feet to the Westerly line of the Northeast Quarter (¼) of the Northeast Quarter (¼) of said Section Twenty-four (24); thence North 00°02'03" East along said Westerly line 510.77 feet to the Northwest corner of the Northeast Quarter (¼) of the Northeast Quarter (¼) of said Section Twenty-four (24) and the point of beginning. Said tract contains 5.00 acres,

The parties incorporate into this conveyance the provisions of paragraph Seventeen (17) of their real estate contract upon the above described real estate concerning the building of a partition fence.

2506 260th St.

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 29th day of August, 2003.

David D. Waltz
David D. Waltz

Debbie J. Waltz
Debbie J. Waltz

STATE OF IOWA, ss:

On this 29 day of August, 2003 before me the undersigned, a notary public in and for State of Iowa, appeared David D. Waltz and Debbie J. Waltz 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 Dale
NOTARY PUBLIC

