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BOOK 140 PAGE 780

THIS DOCUMENT PREPARED BY: Security Abstract & Title Co. Inc., 114 N. 1st Ave., Winterset, IA 50273 515-462-1691

1999 DEC 27 PM 2:33

EASEMENT

JULIE UTULER
RECORDER
MADISON COUNTY, IOWA

KNOW ALL MEN BY THESE PRESENTS:

DAVID A. KOCH AND JEAN A. KOCH

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" located in the Southwest Quarter (1/4) of Section Eleven (11), 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 Southwest Quarter (1/4), thence North 90°00' East 944.1 feet on the South line thereof to the point of beginning; thence North 02°15' West 588.8 feet; thence North 89°48' East 170.5 feet; thence South 05°51' East 237.9 feet; thence North 89°59' East 496.2 feet; thence South 02°31' East 378.7 feet to the South line of said Southwest Quarter (1/4); thence South 90°00' West 683.8 feet to the point of beginning, containing 6.64 acres, more or less, subject to easements of record,

locally known as: 1421 120th 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 GRANTEE shall install waterline in county right-of-way at yard, and bore, if possible. It is agreed that GRANTOR will locate well waterline, and GRANTEE shall not cut located well waterline.

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 8th day of Nov. 8, 1999.

David A. Koch

DAVID A. KOCH

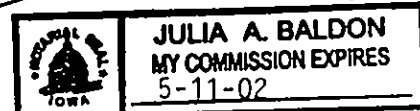
Jean A. Koch

JEAN A. KOCH

STATE OF IOWA, ss:

On this 8TH day of NOV., 1999, before me the undersigned, a notary public in and for State of Iowa appeared DAVID A. KOCH, JEAN A. KOCH to me known to be the identical persons named in and who executed the within and foregoing instrument, and acknowledged that they executed and same as their voluntary act and deed.

Julia A. Baldon
Notary Public



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