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LISA SMITH, COUNTY RECORDER
MADISON COUNTY IOWA

THIS DOCUMENT PREPARED BY: Sarah Hansen, Warren Water District, 1204 E. 2nd Ave. Indianola, IA 50125 515-962-1200
RETURN TO: Terry Krapfl, Box 215, Indianola, IA 50125, 515-961-2574

EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

David C. Rabinowitz 2012 Special Trust 51.9686% undivided fee interest, Ruth Naomi Rabinowitz Trust 47.5208% undivided fee interest, and Ruth Rabinowitz, single person .5106% undivided fee interest,

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, at any time, to erect, construct, install, lay and thereafter use, operate, inspect, repair, maintain, replace and remove one or more water pipelines and appurtenances thereto, over, across and through the land of the GRANTORS situated in Madison County, Iowa, being more specifically described as follows:

The Northwest Quarter (NW1/4) of the Northwest Quarter (NW1/4) of Section Ten (10) and the Northwest Quarter (1/4) of the Southwest Quarter (1/4) of Section Ten (10) except Parcel "A," located in the Northwest Quarter (NW1/4) of the Southwest Quarter (SW1/4) of Section Ten (10), more particularly described as: Commencing at the West Quarter Corner of Section 10, T75N, R26W of the 5th P.M., Madison County, Iowa; thence proceeding Southerly along the West line of the SW1/4 of said Section 10 at an assumed bearing of South 0° 00' 00" West, 863.77 feet to the Point of Beginning; thence South 0° 00' 00" West, 447.06 feet to a point on the West line of the SW1/4 of said Section 10; thence North 86° 08' 27" East along the South line of the NW1/4 of the SW1/4 of said Section 10, 1295.59 feet to the SE corner of the NW1/4 of the SW1/4 of said Section 10; thence North 0° 08' 49" East along the East line of the NW1/4 of the SW1/4 of said Section 10, 210.40 feet; thence North 84° 27' 19" West, 139.54 feet; thence South 68° 16' 53" West, 140.58 feet; thence North 61° 26' 53" West, 175.32 feet; thence North 50° 49' 26" West, 305.19 feet; thence South 81° 33' 50" West, 603.50 feet to a point on the East right-of-way fence of the County Road; thence South 90° 00' 00" West, 36.15 feet to the Point of Beginning, said excepted parcel containing 11.084 acres, including 0.419 acres of County Road right-of-way, all in Township Seventy-five (75) North, Range Twenty-six (26) West of the 5th P.M., Madison County, Iowa.

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 granted herein shall be 32 feet in width (except for during construction and removal of the water pipelines, the Easement shall be expanded to 50 feet in width), the centerline of which shall be measured from the center point of the first water pipeline and the necessary appurtenances thereto constructed by GRANTEE. In addition, if the easement area, as described herein, does not abut the nearest public road right-of-way, the easement area shall be expanded to extend to the nearest public road right-of-way line.

The Grantor and Grantee agree that no structures, buildings, fences, barricades or any other temporary or permanent obstruction of any kind shall be constructed or placed on any portion of the easement area. Furthermore, the Grantee agrees not to remove any dirt or in any way disrupt the grade over and above the easement area.

It is agreed that crop damage will be paid by the GRANTEE; however, in no case shall GRANTEE be required to pay more than a single, total crop loss in any one crop year. Crop damage will equal the price for the destroyed or damaged crop x yield per acre x acreage damaged or destroyed.

GRANTEE, its successors and assigns, hereby promise to maintain such water pipelines and any necessary appurtenances in good repair so that damage, if any, to the real estate of GRANTORS, 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.

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

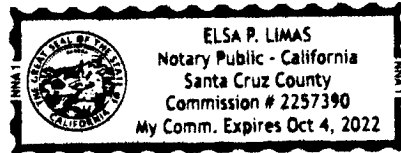
State of California
County of Santa Cruz)

On August 7 2020 before me, Elsa P Limas, Notary Public
(insert name and title of the officer)

personally appeared Ruth Rabinowitz *****
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature *Elsa P Limas* (Seal)