



Document 2010 1391

Book 2010 Page 1391 Type 06 001 Pages 1
Date 6/17/2010 Time 10:50 AM
Rec Amt \$9.00

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LISA SMITH, COUNTY RECORDER
MADISON COUNTY IOWA

THIS DOCUMENT PREPARED BY: Warren Water District, 1204 E. 2nd Ave. Indianola, IA 50125 515-962-1200
RETURN TO: Warren Water District, 1204 E. 2nd Ave., Indianola, IA 50125 515-962-1200

EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

Judy A. Cutshall,

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 Southeast Quarter (1/4) of the Southwest Quarter (1/4) of Section Two (2), and the Northeast Quarter (1/4) of the Northwest Quarter (1/4) of Section Eleven (11) except a tract commencing at a point 991.80 feet South of the Northeast corner of the Northwest Quarter (1/4) of said Section Eleven (11), thence Westerly on a line parallel to North line of said Section Eleven (11) to a point 1112.83 feet, thence North 208.75 feet, thence West 208.75 feet, thence South 538.75 feet, thence East 1321.58 feet, thence North 330 feet to point of beginning; and the East Half (1/2) of the Southwest Quarter (1/4) of Section Eleven (11); all in the Township Seventy-seven (77) North, Range Twenty-seven (27) West of the 5th P.M., Madison County, Iowa; EXCEPT the East One-half (1/2) of the Southwest Quarter (1/4) and EXCEPT Parcel "B". both in Section Eleven (11), Township Seventy-seven (77), Range Twenty-seven (27) 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.

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.

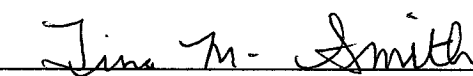
IN WITNESS WHEREOF, the GRANTORS have executed this instrument this 6th day of MAY, 2010.


Judy A. Cutshall

STATE OF IOWA, ss:

This instrument was acknowledged before me on MAY 6th, 2010 by
Judy A. Cutshall.




NOTARY PUBLIC