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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:

Randall J. Ripperger and Mary E. Ripperger,

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:

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Woodland Ave.

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 21st day of April, 2010.

Randall J. Ripperger
Randall J. Ripperger

Mary E. Ripperger
Mary E. Ripperger

STATE OF IOWA, ss: County of Bolke

This instrument was acknowledged before me on April 21st, 2010 by Randall J. Ripperger and Mary E. Ripperger.



Pamela R. Wymer
NOTARY PUBLIC

Parcel "C" in the Northwest Quarter of the Southwest Quarter of Section 12, Township 77 North, Range 26 West of the 5th P.M., Madison County, Iowa more particularly described as follows:

Beginning at the West Quarter Corner of Section 12, Township 77 North, Range 26 West of the 5th P.M., Madison County, Iowa thence North $83^{\circ}12'29''$ East 1,294.34 feet to the Northeast Corner of the Northwest Quarter of the Southwest Quarter of said Section 12; thence South $00^{\circ}15'03''$ West 678.11 feet along the East line of said Northwest Quarter of the Southwest Quarter; thence South $83^{\circ}12'37''$ West 1,294.64 feet to a point on the West line of said Northwest Quarter of the Southwest Quarter; thence North $00^{\circ}16'36''$ East 678.10 feet to the Point of Beginning containing 20.00 acres including 0.51 acres of County Road right-of-way.