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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: Claire Patin, Box 215, Indianola, IA 50125, 515-961-2574

**EASEMENT**

KNOW ALL MEN BY THESE PRESENTS:

**Tracy L. Hockemeier and Megan T. Hockemeier,**

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:

Lot Nineteen (19) of Bennett Farms Subdivision located in the North Half (N 1/2) of the Northeast Quarter (NE 1/4) and in the Northeast Quarter (NE 1/4) of the Northwest Quarter (NW 1/4) of Section Eleven (11), Township Seventy-six (76) North, Range Twenty-eight (28) West of the 5<sup>th</sup> P.M., Madison County, Iowa

Also known as: 2098 N. River School Rd.

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 14 day of July, 2010.

Tracy L. Hockemeier

Megan T. Hockemeier

STATE OF IOWA, ss:

This instrument was acknowledged before me on July 14, 2010 by Tracy L. and Megan T. Hockemeier.

NOTARY PUBLIC  
**LYNN A. FLANNERY**  
Commission Number 755194  
My Commission Expires 12-15-11