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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, P.O. Box 215, Indianola, IA 50125 515-961-2574

EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

City of St. Charles,

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:

See Page 3

Imes Bridge 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.

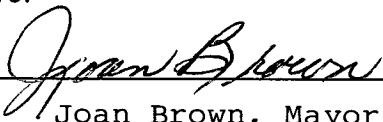
The easement granted herein shall be 32 feet in width (except for during construction and removal of the water pipelines, the Easement shall be expanded to 50 feet in width), the centerline of which shall be measured from the center point of the first water pipeline and the necessary appurtenances thereto 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.

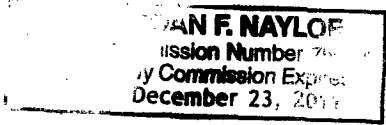
The grant and other provisions of this Easement shall constitute a covenant running with the land for the benefit of the GRANTEE, its successors and assigns.

IN WITNESS WHEREOF, the GRANTORS have executed this instrument this 5 day of August, 2010.

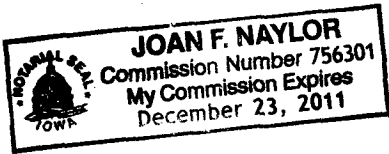

Joan Brown, Mayor

STATE OF IOWA :
: ss.
COUNTY OF MADISON :

On this 5 day of August, 2010, before me, the undersigned, a Notary Public in the State of Iowa personally appeared Joan Brown, to me personally known, who being by me duly sworn, did say that he is the Mayer of the City of St. Charles, Iowa, which executed the foregoing instrument, that the instrument was signed on behalf of the City by authority of the City Council; that Joan Brown as such officer acknowledged the execution of the instrument to be the voluntary act of the City.



Joan F. Naylor
Notary Public



He. Interest Madison Co., Iowa. Security Loan &

A tract of land beginning at a point 1007.73 Feet North $90^{\circ} 00'$ East and 70.77 Feet North $0^{\circ} 48'$ West of the Southwest corner of the North Half ($\frac{1}{2}$) of the Northeast Quarter ($\frac{1}{4}$) of Section Twenty-four (24), in Township Seventy-five (75) North, Range Twenty-six (26) West of the 5th P. M., Madison County, Iowa, thence North $0^{\circ} 48'$ West 440.0 Feet, thence North $89^{\circ} 12'$ East 600.0 Feet, thence South $0^{\circ} 48'$ East 383.09 Feet to a point on the Northerly right of way line of the county road, thence South $76^{\circ} 51'$ West along the Northerly right of way line of said county road 266.10 Feet, thence South $89^{\circ} 12'$ West along the Northerly right of way line of said county road 340.06 feet to the point of beginning,