



Document 2010 2235

Book 2010 Page 2235 Type 06 001 Pages 1  
Date 9/16/2010 Time 10:58 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: Claire Patin, P.O. Box 215, Indianola, IA 50125 515-961-2574

EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

William Eads and Kathryn Marie Eads,

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:

Parcel "C" in the Southwest Quarter of the Northeast Quarter of Section 35, Township 77 North, Range 26 West of the 5th P.M., Madison County, Iowa, as shown in the Plat of Survey recorded in Book 2009 on Page 2809 on September 9, 2009, in the Office of the Madison County, Iowa, Recorder.

3251\* 155<sup>th</sup> St.

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 18 day of August, 2010.

William Eads  
William Eads

Kathryn Marie Eads  
Kathryn Marie Eads

STATE OF IOWA, ss:

This instrument was acknowledged before me on August 18, 2010 by William Eads and Kathryn Marie Eads.



Lisa Coffman  
NOTARY PUBLIC