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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:

Timothy G. Hochstetler and Jennifer A. Hochstetler,

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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1227 150th 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.

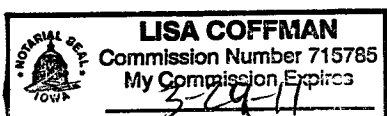
IN WITNESS WHEREOF, the GRANTORS have executed this instrument this 3rd day of November, 2010.

Timothy G. Hochstetler
Timothy G. Hochstetler

Jennifer A. Hochstetler
Jennifer A. Hochstetler

STATE OF IOWA, ss:

This instrument was acknowledged before me on November 3rd, 2010 by Timothy G. Hochstetler and Jennifer A. Hochstetler.



Lisa Coffman
NOTARY PUBLIC

Parcel "A", located in the Southwest Quarter (¼) of the Southwest Quarter (¼) of Section Twenty-eight (28), Township Seventy-seven (77) North, Range Twenty-nine (29) West of the 5th P.M., Madison County, Iowa, more particularly described as follows: Commencing at the Southwest corner of Section Twenty-eight (28), Township Seventy-seven (77) North, Range Twenty-nine (29) West of the 5th P.M., Madison County, Iowa; thence South 89°22'12" East, 182.65 feet along the South line of the Southwest Quarter (¼) of said Section Twenty-eight (28) to the Point of Beginning; thence South 89°22'12" East 363.03 feet along the South line of the Southwest Quarter (¼) of said Section Twenty-eight (28); thence North 0°00'00" East, 360.00 feet; thence North 89°22'12" West, 363.03 feet; thence South 0°00'00" West, 360.00 feet to the Point of Beginning. Said Parcel contains 3.000 acres, including 0.275 acres of County Road right-of-way, together with an easement over grantors real estate described as the south 80 rods of the east 20 rods of the SE¼ of Sec. 29, Township 77 North, Range 29 West of the 5th P.M. Madison County, IA. for the purpose of building and maintaining a water line to a well located on said premises. This easement to be a covenant running with the land.