

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:

Gary E. Stuva and Judy M. Stuva,

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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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.

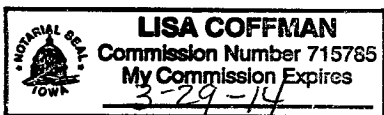
IN WITNESS WHEREOF, the GRANTORS have executed this instrument this 4<sup>th</sup> day of February 2010 2011.

Gary E. Stuva  
Gary E. Stuva

Judy M. Stuva  
Judy M. Stuva

STATE OF IOWA, ss:

This instrument was acknowledged before me on February 4<sup>th</sup>, 2010 2011 by Gary E. Stuva and Judy M. Stuva.



Lisa Coffman  
NOTARY PUBLIC

**BEELER - STUVA REAL ESTATE DESCRIPTION**

The South 5 acres of the Northwest Quarter (NW 1/4) of the Northeast Quarter (NE 1/4), the North 35 acres of the Southwest Quarter (SW 1/4) of the Northeast Quarter (NE 1/4), and the Southeast Quarter (SE 1/4) of the Northeast Quarter (NE 1/4), except the North 5 acres thereof, and except the South 5 acres thereof, of Section Fourteen (14), in Township Seventy-four (74) North, Range Twenty-six (26) West of the 5th P.M., Madison County, Iowa, EXCEPT Parcel "A" located in the Southeast Quarter (SE 1/4) of the Northeast Quarter (NE 1/4) of Section Fourteen (14), Township Seventy-four (74) North, Range Twenty-six (26) West of the 5th P.M., Madison County, Iowa, more particularly described as follows: Commencing at the northeast corner of the Southeast Quarter (SE 1/4) of the Northeast Quarter (NE 1/4) of Section Fourteen (14), Township Seventy-four (74) North, Range Twenty-six (26) West of the 5th P.M., Madison County, Iowa; thence South 1°10'59" East, 183.63 feet along an existing fenceline which is the east line of the Southeast Quarter (SE 1/4) of the Northeast Quarter (NE 1/4) of said Section Fourteen (14) to the Point of Beginning; thence South 1°10'59" East, 955.35 feet along said fenceline which is the east line of the Southeast Quarter (SE 1/4) of the Northeast Quarter (NE 1/4) of said Section Fourteen (14); thence South 86°57'19" West, 1108.05 feet along an existing fenceline; thence North 15°30'11" East, 68.77 feet along said fenceline; thence North 36°51'30" East, 280.94 feet along said fenceline; thence North 1°10'59" West, 684.56 feet to a point in an existing fenceline; thence North 87°35'11" East, 914.80 feet along said fenceline to the Point of Beginning. Said Parcel contains 20.867 Acres.

