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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:

Norma J. Hirsch,

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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2424 St. Charles 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.

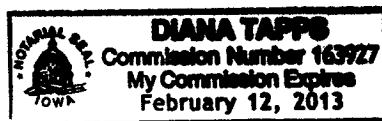
It is agreed that crop damage will be paid by the GRANTEE; however, in no case shall GRANTEE be required to pay more than a single, total crop loss in any one crop year. Crop damage will equal the price for the destroyed or damaged crop x yield per acre x acreage damaged or destroyed.

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 16th day of March, 2011.

Norma J. Hirsch
Norma J. Hirsch



STATE OF IOWA, ss:

This instrument was acknowledged before me on 03/16/11, 2011 by Norma J. Hirsch.

Diana Tapp
NOTARY PUBLIC

Beginning at the Northwest Corner of Section Sixteen (16), Township Seventy-five (75) North, Range Twenty-seven (27) West of the 5th P.M., running thence East to the Northeast Corner of the Northwest Quarter (¼) Northwest Quarter (¼) of said Section Sixteen (16), thence South 01°14'26" West 576.03 feet, thence South 89°37'43" East 171.20 feet, thence South 01°08'39" East 632.51 feet, thence North 84°25'58" West 247.80 feet, thence South 10°50'48" West 109.15 feet, thence South 67°29'38" West 154.29 feet, thence South 84°03'53" West 369.51 feet, thence South 80°48'19" West 13.00 feet, thence South 00°46'40" East 408.92 feet, thence North 87°33'50" West 725.84 feet, thence North to the point of beginning, in Madison County, Iowa, and

An easement over and across the Northeast Quarter (¼) of the Northwest Quarter (¼) and the Northwest Quarter (¼) of the Northeast Quarter (¼) of Section 16, Township Seventy-five (75) North, Range Twenty-seven (27) West of the 5th P.M. Such easement is 20' wide, being 10 feet on either side of the existing waterline extending from a spring located in said Northwest Quarter (¼) of the Northeast Quarter (¼) of said Section 16 to the East line of the Northwest Quarter (¼) of the Northwest Quarter (¼) of said Section 16