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LISA SMITH, COUNTY RECORDER  
MADISON COUNTY IOWA

✓ THIS DOCUMENT PREPARED BY: Peggy Crabbs, Warren Water District, 1204 E. 2nd Ave. Indianola, IA 50125 515-962-1200  
RETURN TO: Claire Patin, Box 215, Indianola, IA 50125, 515-961-2574

EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

Lindsay J. Fox,

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 2

2573 270<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.

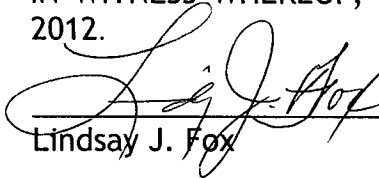
The easement granted herein shall be 32 feet in width (except for during construction and removal of the water pipelines, the Easement shall be expanded to 50 feet in width), the centerline of which shall be measured from the center point of the first water pipeline and the necessary appurtenances thereto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

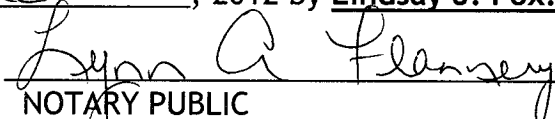
The grant and other provisions of this Easement shall constitute a covenant running with the land for the benefit of the GRANTEE, its successors and assigns.

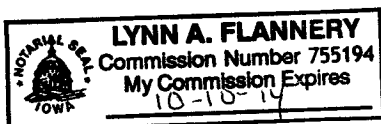
IN WITNESS WHEREOF, the GRANTORS have executed this instrument this 6 day of December, 2012.

  
Lindsay J. Fox

STATE OF IOWA, ss:

This instrument was acknowledged before me on Dec 6, 2012 by Lindsay J. Fox.

  
NOTARY PUBLIC



Commencing at the Southwest Corner of the Southeast Quarter (SE $\frac{1}{4}$ ) of Section Twenty-seven (27), Township Seventy-five (75) North, Range Twenty-seven (27) West of the 5th P.M., which is the point of beginning; thence North 90°00' East 1567.7 feet along the South line of said Section Twenty-seven (27); thence North 0°43' East 701.9 feet, thence North 90°00' West 410.0 feet; thence South 0°43' West 198.5 feet; thence North 90°00' West 1160.3 feet to a point on the West line of the Southeast Quarter (SE $\frac{1}{4}$ ) of said Section Twenty-seven (27); thence South 0°25' West 503.4 feet along the West line of the Southeast Quarter of said Section Twenty-seven (27) to the point of beginning. Said parcel contains 20.000 acres including 1.188 acres of Road Right-of-Way and is situated in the Southeast Quarter (SE $\frac{1}{4}$ ) of Section Twenty-seven (27) Township Seventy-five (75) North, Range Twenty-seven (27) West of the 5th P.M., Madison County, Iowa.