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LISA SMITH, COUNTY RECORDER
MADISON COUNTY IOWA

THIS DOCUMENT PREPARED BY: Lisa Coffman, 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:

Wayne L. Hill and Naomi L. Hill,

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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2798 State Hwy.92, Winterset
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.

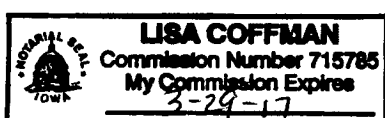
IN WITNESS WHEREOF, the GRANTORS have executed this instrument this 6 day of June, 2014.

Wayne L. Hill
Wayne L. Hill

Naomi L. Hill
Naomi L. Hill

STATE OF IOWA, ss:

This instrument was acknowledged before me on June 6, 2014 by Wayne L. Hill and Naomi L. Hill.



Lisa Coffman
NOTARY PUBLIC

Commencing on the South line of Section Thirty (30), in Township Seventy-six (76) North, Range Twenty-six (26) West of the 5th P. M., Madison County, Iowa, at a point 80 rods West of the Southeast corner of said Section, and running thence North 78 rods, thence West 50 rods, thence South 32 rods, thence West 8 rods, thence South 46 rods, thence East 58 rods to the place of beginning, excepting the right of way of the Chicago, Rock Island and Pacific Railroad Company over and across the same; and that part of the West Fractional Half ($\frac{1}{2}$) of the South Fractional Half ($\frac{1}{2}$) of Section 30, in Township 76 North, Range 26 West of the 5th P. M., Madison County, Iowa, described as follows:-Commencing at a point which is 53 rods West of the Northwest corner of the East Half ($\frac{1}{2}$) of the Southeast Fractional Quarter ($\frac{1}{4}$) of Section 30, and running thence South 50 rods, thence East 3 rods, thence South 64 rods, thence West 8 rods, thence South 46 rods to the South line of said Section, thence West on said South line 72 rods to the Township line, thence North on said Township line 160 rods to the North line of said South Fractional Half ($\frac{1}{2}$) of said Section, thence East on said line to the place of beginning (except right of way of C. R. I. & P. Ry. Co.); and also the Northeast Quarter ($\frac{1}{4}$) of the Southeast Quarter ($\frac{1}{4}$) and the East Half ($\frac{1}{2}$) of the Southeast Quarter ($\frac{1}{4}$) of the Southeast Quarter ($\frac{1}{4}$) of Section 25, in Township 76 North, Range 27 West of the 5th P.M.; except right of way of C. R. I. & P. Ry. Co. over and across said East Half ($\frac{1}{2}$) of the Southeast Quarter ($\frac{1}{4}$) of the Southeast Quarter ($\frac{1}{4}$); and also a strip of land 40 feet wide off the East side of the East Half ($\frac{1}{2}$) of the Northeast Quarter ($\frac{1}{4}$) of Section 25, in Township 76 North, Range 27 West of the 5th P.M., lying South of the public road or highway,