



Document 2016 1380

Book 2016 Page 1380 Type 06 001 Pages 2
Date 5/23/2016 Time 11:54:56AM
Rec Amt \$12.00

INDX
ANNO
SCAN
CHEK

LISA SMITH, COUNTY RECORDER
MADISON COUNTY IOWA

THIS DOCUMENT PREPARED BY: Lynn Flannery, 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:

Heartland Coop,

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:

A tract of land described as follows, to-wit: Commencing at a point 396.66 feet East of the North Quarter (1/4) Corner of Section Thirty-two (32), in Township Seventy-six (76) North, Range Twenty-seven (27) West of the 5th P.M., Madison County, Iowa; thence continuing East along said Section line 1203.44 feet, thence South 00°59' East 438.67 feet to the North railroad right of way line, thence South 89°29' West 514.02 feet, thence Southwesterly along a 1960.0 foot radius curve concave Southeasterly 1150.29 feet to the Quarter (1/4) Section line, thence North 00°59' West 119.61 feet, thence Northeasterly along a 2060 foot radius curve concave Southeasterly and tangent to a line bearing North 56°50' East 441.92 feet, thence North 00°59' West 459.52 feet to the point of beginning, containing 13.9853 Acres including 1.5324 Acres of public road right of way.

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.

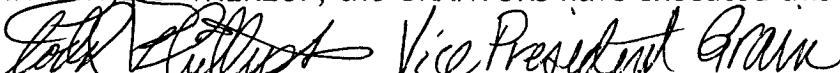
The easement granted herein shall be 32 feet in width (except for during construction and removal of the water pipelines, the Easement shall be expanded to 50 feet in width), the centerline of which shall be measured from the center point of the first water pipeline and the necessary appurtenances thereto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

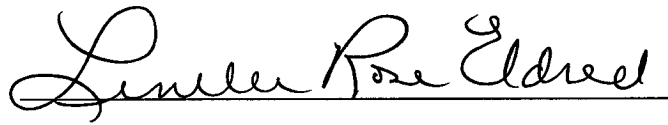
The grant and other provisions of this Easement shall constitute a covenant running with the land for the benefit of the GRANTEE, its successors and assigns.

IN WITNESS WHEREOF, the GRANTORS have executed this instrument this 5th day of October, 2015.


Todd Phillips, Vice-President

STATE OF IOWA, ss:

On this 5 day of October, 2015 before me, the undersigned a Notary Public, personally appeared Todd Phillips to me personally known, who being by me duly sworn, did say that they are the Vice-President as such officer, acknowledged the execution of said instrument to be the voluntary act and deed of said corporation, by it and by them voluntarily executed.



NOTARY PUBLIC

