



Document 2019 3333

Book 2019 Page 3333 Type 06 001 Pages 1
Date 10/21/2019 Time 12:56:20PM
Rec Amt \$7.00

INDX ✓
ANNO
SCAN
CHEK

LISA SMITH, COUNTY RECORDER
MADISON COUNTY IOWA

THIS DOCUMENT PREPARED BY: Candace Christensen, 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:

Jeffry D. McDonal and Kimberly KX McDonald, husband and wife,

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:

Parcel "A", NW 1/4-SE 1/4, 26-76-27

A parcel of land located in the Northwest Quarter of the Southeast Quarter of Section 26, Township 76 North, Range 27 West of the 5th P M, Madison County Iowa, more particularly described as follows
Commencing at the Northeast corner of the NW 1/4-SE 1/4, Section 26-76-27, thence South along the East line of said NW 1/4-SE 1/4 a distance of 215 24 feet to the point of beginning, thence South along the East line of said NW 1/4-SE 1/4 a distance of 450 00 feet, thence N 89°09'20" W a distance of 484 00 feet, thence North a distance of 450 00 feet, thence S 89°09'20" E a distance of 484 00 feet to the point of beginning Containing 5 00 acres more or less, including county right of way

2622 Quail Ridge Trl.

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.

The Grantor and Grantee agree that no structures, buildings, fences, barricades or any other temporary or permanent obstruction of any kind shall be constructed or placed on any portion of the easement area. Furthermore, the Grantee agrees not to remove any dirt or in any way disrupt the grade over and above the easement area.

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.

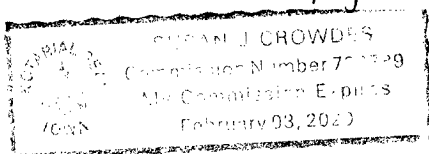
IN WITNESS WHEREOF, the GRANTORS have executed this instrument this 29 day of August, 2019

Jeffry D. McDonald
Jeffry D. McDonald

Kimberly K. McDonald
Kimberly K. McDonald

STATE OF IOWA, ss:

This instrument was acknowledged before me on August 29, 2019 by Jeffry D. McDonald and Kimberly K. McDonald.



Susan J. Crowdes
NOTARY PUBLIC