



Document 2020 3431

Book 2020 Page 3431 Type 06 001 Pages 2  
Date 9/11/2020 Time 10:35:01AM  
Rec Amt \$12.00

INDX  
ANNO  
SCAN  
CHEK

LISA SMITH, COUNTY RECORDER  
MADISON COUNTY IOWA

THIS DOCUMENT PREPARED BY: Sarah Hansen, Warren Water District, 1204 E. 2nd Ave. Indianola, IA 50125 515-962-1200  
RETURN TO: Terry Krapfl, Box 215, Indianola, IA 50125, 515-961-2574

EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

Daniel W. Mowrer and Marla O. Mowrer, 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:

See Page 2

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 30 day of July, 2020.

Daniel W. Mowrer

Marla O. Mowrer

STATE OF IOWA, ss:

This instrument was acknowledged before me on July 30, 2020 by Daniel W. Mowrer and Marla O. Mowrer.



NOTARY PUBLIC

That part of the Northwest Quarter (¼) of the Southeast Quarter (¼) of Section Two (2), Township Seventy-seven (77) North, Range Twenty-eight (28) West of the Fifth Principal Meridian, Madison County, Iowa, described as follows: Beginning at the southwest corner of the Northwest Quarter (¼) of the Southeast Quarter (¼) of said Section 2; thence on an assumed bearing of North 00°18'18" East along the west line of said Northwest Quarter (¼) of the Southeast Quarter (¼) 648.62 feet; thence North 90°00'00" East 268.92 feet; thence South 24°30'18" East 466.52 feet; thence South 03°31'40" East 224.54 feet to the south line of said Northwest Quarter (¼) of the Southeast Quarter (¼); thence North 90°00'00" West along said south line 479.69 feet to the southwest corner of said Northwest Quarter (¼) of the Southeast Quarter (¼) and the point of beginning. Said tract contains 6.00 acres and is subject to a Madison County Highway Easement over the southerly 0.44 acres thereof.

AND

That part of the Northwest Quarter of the Southeast Quarter of Section 2, Township 77 North, Range 28 West of the Fifth Principal Meridian, Madison County, Iowa, described as follows:

Commencing at the southwest corner of the Northwest Quarter of the Southeast Quarter of said Section 2; thence on an assumed bearing of North 00°18'18" East along the west line of said Northwest Quarter of the Southeast Quarter a distance of 648.62 feet to the point of beginning; thence North 00°18'18" East along said west line 241.54 feet; thence South 50°44'44" East 324.20 feet; thence South 24°30'18" East 40.00 feet; thence North 90°00'00" West 268.92 feet to the west line of the Northwest Quarter of the Southeast Quarter of said Section 2 and the point of beginning. Said tract contains 0.81 acres.