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LISA SMITH, COUNTY RECORDER
MADISON COUNTY IOWA

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THIS DOCUMENT PREPARED BY: Lisa Coffman, 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:

Stephen Roney and Ashley Roney, 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:

A 50.00-FOOT-WIDE PRIVATE INGRESS/EGRESS & PUBLIC UTILITY EASEMENT LOCATED IN PARCEL 'AA' AND PARCEL 'AB', AS RECORDED IN BOOK 2020, PAGE 2648 AT THE MADISON COUNTY RECORDER'S OFFICE, IN THE NE1/4 SE1/4 OF SECTION 13, TOWNSHIP 77 NORTH, RANGE 26 WEST OF THE 5TH P.M., MADISON COUNTY, IOWA, AS DEPICTED ON SAID PARCEL 'AA' & 'AB' PLAT OF SURVEY, WITH A CENTERLINE THAT IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AS A POINT OF REFERENCE AT THE E1/4 CORNER OF SAID SECTION 13, SAID E1/4 CORNER ALSO BEING THE SE CORNER OF ROLLING ACRES, AN OFFICIAL PLAT RECORDED IN BOOK 1, PAGE 149 AT THE MADISON COUNTY RECORDER'S OFFICE; THENCE S00°20'40"W, 660.18 FEET ALONG THE EAST LINE OF SAID NE1/4 SE1/4 TO A POINT THE POINT OF BEGINNING; THENCE S83°32'05"W, 544.89 FEET TO THE NE CORNER OF SAID PARCEL 'AB'; THENCE CONTINUING S83°32'05"W, 348.21 FEET ALONG THE NORTH LINE OF SAID PARCEL 'AB' TO A POINT OF TERMINUS AS DEPICTED ON SAID PARCEL 'AA' & 'AB' PLAT OF SURVEY.

Pit for 1269 Warren Ave.

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.

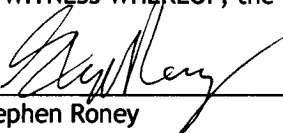
The Grantor and Grantee agree that no structures, buildings, fences, barricades or any other temporary or permanent obstruction of any kind shall be constructed or placed on any portion of the easement area. Furthermore, the Grantee agrees not to remove any dirt or in any way disrupt the grade over and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

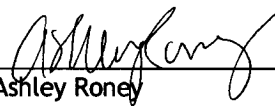
GRANTEE, its successors and assigns, hereby promise to maintain such water pipelines and any necessary appurtenances in good repair so that damage, if any, to the real estate of GRANTORS, will be kept to a minimum.

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 3rd day of November, 2020.



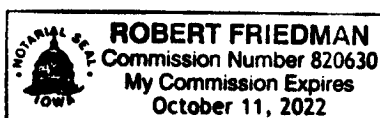
Stephen Roney

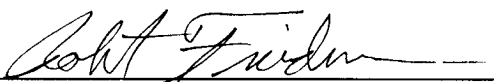


Ashley Roney

STATE OF IOWA, ss:

This instrument was acknowledged before me on November 3, 2020 by **Stephen Roney and Ashley Roney.**





NOTARY PUBLIC