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LISA SMITH, COUNTY RECORDER  
 MADISON COUNTY IOWA



Document 2019 186  
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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: Claire Patin, Box 215, Indianola, IA 50125, 515-961-2574

EASEMENT RE-RECORDED

This Easement is being re-recorded to correct the legal description in Easement recorded in Book 2019, Page 186

KNOW ALL MEN BY THESE PRESENTS:

Jeffrey E. Hayes Sr. and Cindy S. Hayes, 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

1809 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.

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 20<sup>th</sup> day of November, 2018.

Jeffrey E. Hayes Sr.

Cindy S. Hayes

STATE OF IOWA, ss:

This instrument was acknowledged before me on Nov. 20, 2018 by Jeffrey E. Hayes Sr. and Cindy S. Hayes



NOTARY PUBLIC

of the Northeast Quarter (1/4)

The Northeast Fractional Quarter (1/4) of Section Thirteen (13) in Township Seventy-six (76) North, Range Twenty-six (26) West of the 5<sup>th</sup> P.M., Madison County, Iowa, **Except** Parcel "D" located in the Fractional Northeast Quarter (1/4) of the Northeast Quarter of Section Thirteen (13), Township Seventy-Six (76) North, Range Twenty-six (26) West of the 5<sup>th</sup> P.M., Madison County, Iowa, containing 3.00 acres as shown in Plat of Survey filed in Book 2009, Page 3463 on November 16, 2009, in the office of the Recorder of Madison County, Iowa. **And Except** Parcel "E" located in the Northeast Quarter of Section Thirteen (13), Township Seventy-Six (76) North, Range Twenty-six (26) West of the 5<sup>th</sup> P.M., Madison County, Iowa.