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LISA SMITH, COUNTY RECORDER
MADISON COUNTY IOWA

CHEK

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:

Scenic Ridge Holdings, LLC,

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.

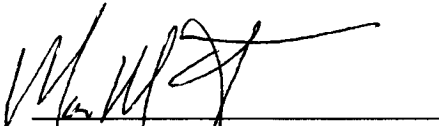
The Grantor and Grantee agree that no structures, buildings, fences, barricades or any other temporary or permanent obstruction of any kind shall be constructed or placed on any portion of the easement area. Furthermore, the Grantee agrees not to remove any dirt or in any way disrupt the grade over and 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 29th day of June, 2022.


Marc McCartney, Manager

STATE OF IOWA :
: ss
COUNTY OF WARREN :

On this 29th day of June, 2022, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Marc McCartney to me personally known, who being by me duly sworn, did say that he is the Manager of Scenic Ridge Holding, LLC, an Iowa limited liability company, executing the foregoing instrument, that the instrument was signed on behalf of the limited liability company by authority of the limited liability company; and said Manager acknowledged the execution of the instrument to be the voluntary act and deed of the limited liability company, by it and by him voluntarily executed.




NOTARY PUBLIC

AN EASEMENT FOR WATER MAIN IN SCENIC RIDGE, OFFICIAL PLAT, MADISON COUNTY IOWA IS DEPICTED ON THE RECORDED FINAL PLAT AND IS DESCRIBED AS FOLLOWS:

THE SOUTH 32.0 FEET OF THE NORTH 43.0 FEET OF LOTS 1,2,3,4, AND 5;

AND, THE SOUTHWESTERLY 32.0 FEET OF THE NORTHEASTERLY 43.0 FEET OF LOTS 5,6,7, AND 8. SAID SOUTHWESTERLY 32.0 FEET OF NORTHEASTERLY 43.0 FEET BEING CONCENTRIC WITH THE CENTERLINE OF 114TH COURT;

AND, THE WESTERLY 32.0 FEET OF THE EASTERLY 43.0 FEET OF LOTS 8,9,10,11,12, AND 13;

AND, PART OF LOTS 14 AND 15, THE CENTERLINE OF SAID CONTINUATION OF THE 32.0' WIDE EASEMENT BEING DESCRIBED AS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID LOT 14;

THENCE N 89°45'14"W, 27.00 FEET TO THE POINT OF BEGINNING OF SAID CENTERLINE; THENCE N0°01'20"E, 20.38 FEET; THENCE 29.28 FEET ALONG THE ARC OF A 33.00 FOOT RADIUS TANGENTIAL CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 50°50' 01", TO A POINT OF REVERSE CURVATURE; THENCE 63.02 FEET ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 62.00 FEET AND A CENTRAL ANGLE OF 93°48' 34" TO THE POINT OF TERMINUS (P.O.T #1).

AND, THE WESTERLY 32.0 FEET OF THE EASTERLY 43.0 FEET OF LOT 27,28,29, AND 30,

AND, PART OF LOTS 31, 32, AND 33, THE CENTERLINE OF SAID CONTINUATION OF THE 32.0' WIDE EASEMENT BEING DESCRIBED AS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID LOT 31;

THENCE N64°51'06" W, 27.00 FEET TO THE POINT OF BEGINNING OF SAID CENTERLINE; THENCE N23°32'15"E, 229.12 FEET; THENCE 29.28 FEET ALONG THE ARC OF A 33.00 FOOT RADIUS TANGENTIAL CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 50°50' 01", TO A POINT OF REVERSE CURVATURE; THENCE 96.56 FEET ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 62.00 FEET AND A CENTRAL ANGLE OF 89°14'06" TO THE POINT OF TERMINUS (P.O.T #2).

AND, THE SOUTHERLY 32.00 FEET OF THE NORTHERLY 43.00 FEET OF LOTS 22,23, AND 24 AND, PART OF LOTS 20,21, AND 22, THE CENTERLINE OF SAID CONTINUATION OF THE 32.00' WIDE EASEMENT BEING DESCRIBED AS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID LOT 22 THENCE S11°00'25"E, 27.00 FEET TO THE POINT OF BEGINNING OF SAID CENTERLINE;

THENCE N79°55'37"E, 96.22 FEET; THENCE 29.28 FEET ALONG THE ARC OF A 33.00 FOOT RADIUS TANGENTIAL CURVE TO THE RIGHT HAIVNG A CENTRAL ANGLE OF 50°50'01" TO A POINT OF REVERSE CURAVATURE; THENCE 93.42 FEET ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 66.00 FEET AND A CENTRAL ANGLE OF 86°20'02" TO THE POINT OF TERMINUS (P.O.T #3).