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BRANDY MACUMBER, COUNTY RECORDER
MADISON COUNTY IOWA

CHEK

THIS DOCUMENT PREPARED BY: Candace Christensen, 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:

Estate of Wesley P. Tish,

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:

DESCRIPTION - PARCEL G:

All that part of the Southeast Quarter of the Southeast Quarter lying South and West of the Centerline of a Madison County road in the Northeast corner thereof and that part of the Southwest Quarter of the Southeast Quarter of Section 14, Township 75 North, Range 27 West of the 5th P.M., Madison County, Iowa, described as follows;
Beginning at the Southeast corner of said Section 14; thence South 89 degrees 46 minutes 07 seconds West, 1344.98 feet to the Southwest corner of said Southeast Quarter of the Southeast Quarter; thence South 89 degrees 45 minutes 43 seconds West, 181.04 feet along the South line of said Southwest Quarter of the Southeast Quarter; thence North 03 degrees 19 minutes 03 seconds West, 1307.66 feet to the North line of said Southwest Quarter of the Southeast Quarter; thence North 89 degrees 35 minutes 41 seconds East, 267.01 feet to the Northwest corner of said Southeast Quarter of the Southeast Quarter; thence North 88 degrees 42 minutes 20 seconds East, 690.35 feet along the North line of said Southeast Quarter of the Southeast Quarter to the Centerline of a Madison County road; thence South 38 degrees 19 minutes 40 seconds East, 431.37 feet along said Centerline; thence South 50 degrees 17 minutes 29 seconds East, 488.27 feet along said Centerline to the East line of said Section 14; thence South 00 degrees 07 minutes 01 seconds East, 666.43 feet to the Point of Beginning, having an area of 41.84 Acres including 2.21 Acres of Road Easement.

2492 Hiatt Apple 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 18th day of April, 2023.

Michell L Cleghorn

Michell L. Cleghorn, Co-Executor of the Estate of Wesley P. Tish

STATE OF IOWA :
: SS

COUNTY OF WARREN :

On this 18 day of April, 2023, before me, the undersigned an Notary Public, personally appeared Michell L. Cleghorn to me known to be the identical persons named in and who executed the foregoing instrument, and acknowledged that she is co-executor, executed the foregoing instrument as their voluntary act and deed.



Candace Christensen

NOTARY PUBLIC

IN WITNESS WHEREOF, the GRANTORS have executed this 18 day of April, 2023.

Wesley P. Tish

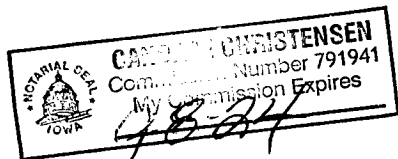
Wesley P. Tish, Co-Executor of the Estate of Wesley P. Tish

STATE OF IOWA :

: ss

COUNTY OF WARREN :

On this 18 day of April, 2023, before me, the undersigned an Notary Public, personally appeared Wesley P. Tish to me known to be the identical persons named in and who executed the foregoing instrument, and acknowledged that he is co-executor, executed the foregoing instrument as their voluntary act and deed.



Candace Christensen

NOTARY PUBLIC