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LISA SMITH, COUNTY RECORDER
MADISON COUNTY IOWA

THIS DOCUMENT PREPARED BY: Warren Water District, 1204 E. 2nd Ave. Indianola, IA 50125 515-962-1200
RETURN TO: Warren Water District, 1204 E. 2nd Ave., Indianola, IA 50125 515-962-1200

EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

Todd R. Scott and Terri L. Scott,

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:

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2569 Clark Tower Rd.

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 17 day of March, 2010.

Todd R. Scott

Terri L. Scott

STATE OF IOWA, ss:

This instrument was acknowledged before me on March 17, 2010 by Todd R. Scott and Terri L. Scott.

NOTARY PUBLIC **LYNN A. FLANNERY**
Commission Number 755194
My Commission Expires 10-10-11

That part of the Southwest Quarter of the Southwest Quarter of Section 19, Township 75 North, Range 27 West of the Fifth Principal Meridian, Madison County, Iowa, described as follows

Beginning at the northwest corner of the Southwest Quarter of the Southwest Quarter of said Section 19;
thence on an assumed bearing of South 89 degrees 22 minutes 14 seconds East 385.04 feet to the west line of Madison County Highway P 71,
thence South 04 degrees 42 minutes 46 seconds West along said west line a distance of 651.25 feet;
thence South 90 degrees 00 minutes 00 seconds West 332.47 feet to the west line of the Southwest Quarter of the Southwest Quarter of said Section 19;
thence North 00 degrees 05 minutes 00 seconds East along the west line of said Southwest Quarter of the Southwest Quarter a distance of 653.28 feet to the northwest corner of the Southwest Quarter of the Southwest Quarter of said Section 19 and the point of beginning

Said tract contains 5.35 acres