



Document 2011 1590

Book 2011 Page 1590 Type 06 001 Pages 2  
Date 6/16/2011 Time 11:33 AM  
Rec Amt \$14.00

INDX ✓  
ANNO  
SCAN  
CHEK

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

EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

Nicholas J. McMillin and Jane K. Jorgensen,

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.

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 2 day of May, 2011.

\_\_\_\_\_  
Nicholas J. McMillin

\_\_\_\_\_  
Jane K. Jorgensen

STATE OF IOWA, ss:

This instrument was acknowledged before me on May 2, 2011 by Nicholas J. McMillin and Jane K. Jorgensen.

\_\_\_\_\_  
NOTARY PUBLIC



Parcel "E" in the Northeast Fractional Quarter of the Northwest Quarter of Section 3, Township 75 North, Range 26 West of the 5<sup>th</sup> P.M., Madison County, Iowa, more particularly described as follows:

Commencing at the Southwest Corner of the Northeast Fractional Quarter of the Northwest Quarter of Section 3, Township 75 North, Range 26 West of the 5<sup>th</sup> P.M., Madison County, Iowa thence North 00°44'12" West 581.37 feet along the West line of said Northeast Fractional Quarter of the Northwest Quarter; thence North 85°59'24" East 33.06 feet to a point on the East right-of-way line of a County Road, which is the Point of Beginning; thence North 00°44'12" West 648.65 feet along the County Road right-of-way projected; thence North 85°52'48" East 715.82 feet; thence South 00°44'12" East 650.00 feet; thence South 85°59'18" West 715.74 feet to the Point of Beginning containing 10.65 acres