



Document 2013 1428

Book 2013 Page 1428 Type 06 001 Pages 2
Date 5/17/2013 Time 11:14 AM
Rec Amt \$12.00

INDX ✓
ANNO
SCAN
CHEK

LISA SMITH, COUNTY RECORDER
MADISON COUNTY IOWA

THIS DOCUMENT PREPARED BY: Lynn A. Flannery, 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:

Dwight M. Porter and Erin H. Porter,

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 5th day of April, 2013.

Dwight M. Porter
Dwight M. Porter

Erin H. Porter
Erin H. Porter

STATE OF IOWA, ss:

This instrument was acknowledged before me on APRIL 5th, 2013 by Dwight M. Porter and Erin H. Porter.

Jennifer Wicks
NOTARY PUBLIC



Property Description

A parcel of land in the northeast quarter of the northeast quarter of Section 36, Township 74 north, Range 26 west of the 5th P.M., Madison County, Iowa, all more particularly described as follows: Beginning at the northeast corner of said Section 36; thence S00°00'00"E (assumed bearing for this description) along the east line of the northeast quarter of said Section 36, a distance of 700.00 feet; thence N90°00'00"W, a distance of 780.00 feet; thence N00°00'00"E, a distance of 633.93 feet to the north line of the northeast quarter of the northeast quarter of said Section 36; thence N85°09'30"E along the north line of the northeast quarter of the northeast quarter of said Section 36, a distance of 782.80 feet to the point of beginning.

Said tract of land being subject to and together with any and all easements of record, including a 33.00 foot wide public roadway easement on the north side thereof.

Said tract of land contains 11.94 acres more or less, which includes 0.59 acres for roadway easement.