



Document 2014 1842

Book 2014 Page 1842 Type 06 001 Pages 2

Date 7/29/2014 Time 11:11 AM

Rec Amt \$12.00

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LISA SMITH, COUNTY RECORDER
MADISON COUNTY IOWA

CHEK

EJM
THIS DOCUMENT PREPARED BY: Lisa Coffman, 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:

Dan E. Johnson and Danielle D. Johnson,

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 ~~Warren~~ ^{Madison} County, Iowa, being more specifically described as follows:

See page 2

.2783 Truro 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 7 day of May, 2014.

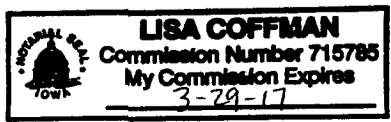
Dan E. Johnson
Dan E. Johnson

Danielle D. Johnson
Danielle D. Johnson

STATE OF IOWA, ss:

This instrument was acknowledged before me on May 7, 2014 by Dan E. Johnson and Danielle D. Johnson.

Lisa Coffman
NOTARY PUBLIC



That part of Parcel E, recorded in Book 2001 Page 4362, of the Southwest Quarter of the Southwest Quarter of Section 35, Township 75 North, Range 26 West of the 5th P.M., Madison County, Iowa, described as follows;

Beginning at the Southwest corner of said Section 35; thence on an assumed bearing of North 00 degrees 08 minutes 18 seconds West, 1161.07 feet along the west line of said Parcel E also being the west line of said Southwest Quarter of the Southwest Quarter; thence North 89 degrees 51 minutes 42 seconds East, 249.41 feet; thence South 66 degrees 42 minutes 48 seconds East, 397.40 feet to the centerline of Madison County road R-35 also being the east line of said Parcel E; thence South 42 degrees 58 minutes 47 seconds West, 301.84 feet along said centerline and said east line; thence with a curve, with an arc length of 878.51 feet, concave to the Southeast, with a radius of 1432.40 feet, with a chord bearing of South 25 degrees 24 minutes 35 seconds West, and a chord length of 864.80 feet to a corner of said Parcel E; thence South 85 degrees 44 minutes 23 seconds West, 34.88 feet to the point of beginning, having an area of 7.23 acres including 1.74 acres of Madison County Road Easement.