



Document 2015 3127

Book 2015 Page 3127 Type 06 001 Pages 1
Date 10/23/2015 Time 10:54:33AM
Rec Amt \$7.00

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LISA SMITH, COUNTY RECORDER
MADISON COUNTY IOWA

THIS DOCUMENT PREPARED BY: Lynn 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:

Nick A. Fasano,

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:

The Southeast Quarter (1/4) of the Southeast Quarter (1/4) of Section Two (2), Township Seventy-seven (77) North, Range Twenty-six (26) West of the 5th P.M., Madison County, Iowa, except a parcel of land in the Southeast Quarter (1/4) of the Southeast Quarter (1/4) of said Section Two (2), more particularly described as follows: Beginning at the Southeast corner of said Section Two (2), thence South 85°02'00" West along the south line of Section Two (2), 542.54 feet, thence North 0°00' 426.77 feet, thence North 90°00' East, 540.50 feet to the east line of Section Two (2), thence South 0°00' 379.80 feet to the point of beginning, said excepted parcel containing 5.00 acres including roadway, and except Parcel "B", located in the Southeast Quarter (1/4) of the Southeast Quarter (1/4) of said Section Two (2), as shown in Plat of Survey filed in Book 3, page 387 on February 16, 1999 in the Office of the Recorder of Madison County, Iowa

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.

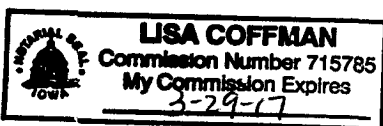
The grant and other provisions of this Easement shall constitute a covenant running with the land for the benefit of the GRANTEE, its successors and assigns.

IN WITNESS WHEREOF, the GRANTORS have executed this instrument this 9 day of September, 2015

Nick A. Fasano

STATE OF IOWA, ss:

This instrument was acknowledged before me on September 9, 2015 by Nick A. Fasano.



NOTARY PUBLIC