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LISA SMITH, COUNTY RECORDER
MADISON COUNTY IOWA

THIS DOCUMENT PREPARED BY: Candace Christensen, 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:

James Barry and Tina Lynn Bishop, husband and wife,
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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3054 260TH ST

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 30th day of April, 2016.

X James Barry Bishop
James Barry Bishop

X Tina Lynn Bishop
Tina Lynn Bishop

STATE OF IOWA, ss:

This instrument was acknowledged before me on April, 30th, 2016 by James Barry Bishop and Tina Lynn Bishop.



Tifa Serdarevic
NOTARY PUBLIC

DESCRIPTION - PARCEL E:

That part of the Southwest Quarter of the Southeast Quarter of Section 21, Township 75 North, Range 26 West of the 5th P.M., Madison County, Iowa, described as follows;

Beginning at the South Quarter corner of said Section 21; thence North 00 degrees 13 minutes 33 seconds East, 1,181.14 feet along the west line of said Southwest Quarter of the Southeast Quarter to the centerline of an existing County Road; thence North 85 degrees 19 minutes 08 seconds East, 662.31 feet along said centerline; thence South 00 degrees 10 minutes 35 seconds West, 366.00 feet; thence South 59 degrees 06 minutes 36 seconds East, 768.42 feet; to the east line of said Southwest Quarter of the Southeast Quarter; thence South 00 degrees 07 minutes 38 seconds West, 370.02 feet to the southeast corner of said Southwest Quarter of the Southeast Quarter; thence South 85 degrees 28 minutes 27 seconds West, 1,326.37 feet to the Point of Beginning, having an area of 26.92 Acres including 0.72 acres of Madison County Road Easement.