



Document 2017 2510

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LISA SMITH, COUNTY RECORDER
MADISON COUNTY IOWA

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:

Clint Wilcox and Erin Wilcox, 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:

See Page 2

2939 Peru 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.

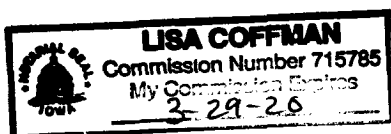
IN WITNESS WHEREOF, the GRANTORS have executed this instrument this 27 day of June, 2017.

Clint Wilcox

Erin Wilcox

STATE OF IOWA, ss:

This instrument was acknowledged before me on June 27, 2017 by Clint Wilcox and Erin Wilcox.



NOTARY PUBLIC

That part of Parcel C, recorded in Book 2014, Page 2738, of the Southwest Quarter of the Southeast Quarter and the Southeast Quarter of the Southwest Quarter of Section 8, Township 74 North, Range 26 West of the 5th P.M., Madison County, Iowa, described as follows:

Beginning at the South Quarter corner of said Section 8; thence North 85 degrees 49 minutes 41 seconds East, 10.00 feet along the South line of said Parcel C to a corner of said Parcel C; thence North 00 degrees 00 minutes 00 seconds East, 726.00 feet to a corner of said Parcel C; thence North 01 degrees 34 minutes 45 seconds West, 98.78 feet along the East line of said Parcel C; thence South 43 degrees 39 minutes 15 seconds West, 462.35 feet; thence South 00 degrees 00 minutes 00 seconds East, 509.98 feet to the South line of said Southeast Quarter of the Southwest Quarter; thence North 86 degrees 30 minutes 35 seconds East, 312.49 feet to the point of beginning, having an area of 4.94 acres including 0.46 acres of Madison County Road Easement.

Also described as Auditor's Parcel D of a Plat of Survey filed in Book 2015, Page 1060, on the 27th day of April, 2015, in the Office of the Recorder of Madison County, Iowa, subject to easements and restrictions of record.