



Document 2017 3748

Book 2017 Page 3748 Type 06 001 Pages 1

Date 11/30/2017 Time 10:23:43AM

Rec Amt \$7.00

INDX  
ANNO  
SCAN

LISA SMITH, COUNTY RECORDER  
MADISON COUNTY IOWA

CHEK

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:

Joshua John Allen and LaRee Allen, 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:

Parcel "A" in the Southeast Quarter of the Southeast Quarter of Section 1, Township 76 North, Range 29 West of the 5th P.M., Madison County, Iowa, more particularly described as follows:

Beginning at the Northwest Corner of the Southeast Quarter of the Southeast Quarter of Section 1, Township 76 North, Range 29 West of the 5th P.M., Madison County, Iowa, thence North 89°47'05" East 302.29 feet; along the North line of said Southeast Quarter of the Southeast Quarter; thence South 00°48'13" East 432.29 feet; thence South 89°47'06" West 302.30 feet to a point on the West line of said Southeast Quarter of the Southeast Quarter; thence North 00°48'06" West 432.29 feet to the Point of Beginning containing 3.00 acres including 0.397 acres of County Road right-of-way.

1684 Fieldstone Ave.

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.

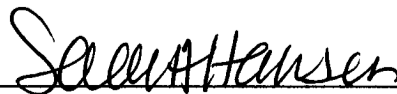
IN WITNESS WHEREOF, the GRANTORS have executed this instrument this 16<sup>th</sup> day of August, 2017.

  
Joshua John Allen

  
LaRee Allen

STATE OF IOWA, ss:  
This instrument was acknowledged before me on August 16, 2017 by Joshua John Allen and LaRee Allen.



  
NOTARY PUBLIC