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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:

Todd Kitzerow and Nicole Kitzerow, 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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2488 Bevington Park 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.

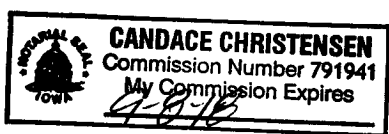
IN WITNESS WHEREOF, the GRANTORS have executed this instrument this 21 day of Feb, 2018.

Todd Kitzerow

Nicole Kitzerow

STATE OF IOWA, ss:

This instrument was acknowledged before me on FEBRUARY 21st, 2018 by Todd Kitzerow and Nicole Kitzerow



NOTARY PUBLIC

The Southwest Quarter (1/4) of the Southwest Quarter (1/4) of Section Thirteen (13), Township Seventy-five (75) North, Range Twenty-six (26) West of the 5th P.M., Madison County, Iowa, **EXCEPT** the West 40 feet thereof, **AND EXCEPT** all that part thereof lying and being South and East of the public highway as now located and traveled, containing 2 acres, more or less, **ALSO EXCEPT** the following 3 tracts:

1. Commencing at a point 40 feet East of the Southwest corner of said forty-acre tract, running thence East on the South line thereof 208.75 feet, thence North 208.75 feet, thence West parallel with the South line thereof 208.75 feet, thence South to the Place of Beginning, containing 1 acre, more or less;
2. Parcel "F" located in said Southwest Quarter (1/4) of the Southwest Quarter, containing 1.6653 acres, as shown in Plat of Survey filed in Book 2003, Page 4950 on August 20, 2003, in the Office of the Recorder of Madison County, Iowa;
3. Parcel "G" located in said Southwest Quarter (1/4) of the Southwest Quarter (1/4), containing 1.87 acres, as shown in Plat of Survey filed in Book 2008, Page 2771 on September 12, 2008, in the Office of the Recorder of Madison County, Iowa;