



Document 2019 188

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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:

Kevin Lindsey and Diana Lindsey, 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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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.

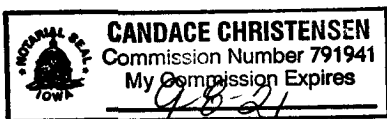
IN WITNESS WHEREOF, the GRANTORS have executed this instrument this 1st day of November, 2018.

Kevin Lindsey

Diana Lindsey

STATE OF IOWA, ss:

This instrument was acknowledged before me on November 1, 2018 by Kevin Lindsey and Diana Lindsey.



NOTARY PUBLIC

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Parcel K:

That part of the Southwest Quarter of the Northwest Quarter of Section 24, Township 76 North, Range 26 West of the 5th P.M., Madison County, Iowa, described as follows;

Commencing at the West Quarter corner of said Section 24; thence North 00 degrees 10 minutes 16 seconds West, 859.48 feet along the West line of said Southwest Quarter of the Northwest Quarter to the Point of Beginning; thence North 00 degrees 10 minutes, 16 seconds West, 184.40 feet along said West line; thence South 86 degrees 11 minutes 40 seconds East, 513.10 feet; thence South 84 degrees 56 minutes 35 seconds East, 216.15 feet; thence South 44 degrees 36 minutes 34 seconds West, 292.73 feet, thence North 81 degrees 35 minutes 02 seconds West, 526.83 feet to the Point of Beginning, having an area of 3.00 Acres including 0.15 acres of Madison County Road Easement.