



Document 2019 759

Book 2019 Page 759 Type 06 001 Pages 2
Date 3/11/2019 Time 11:12:58AM
Rec Amt \$12.00

INDX
ANNO
SCAN
CHEK

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:

Eric Jeffrey Thompson and Stacie Leigh Thompson, 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

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 21st day of January, 2019.

Eric Jeffrey Thompson

Stacie Leigh Thompson

STATE OF IOWA, ss:

This instrument was acknowledged before me on January 21st, 2019 by Eric Jeffrey Thompson and Stacie Leigh Thompson.



NOTARY PUBLIC

All that part of the Northwest Quarter of the Northwest Fractional Quarter (NW ¼) of Section 1, Township 75 North, Range 26 West of the 5th P.M., Madison County, Iowa, lying East of the public highway identified as R-35, EXCEPT the North Half of the Northwest Quarter (N ½ NW ¼) of said Section 1, lying East of the centerline of County Road R-35 and North of the centerline of a County Road; AND EXCEPT Parcel "A", located therein, containing 4.797 acres, as shown in Plat of Survey filed in Book 2, Page 617 on October 9, 1995, in the Office of the Recorder of Madison County, Iowa; AND EXCEPT a parcel of land described as commencing at the Northwest corner of said Section 1, thence North 85°13' East along the North line of the Northwest Fractional Quarter (NW ¼) of said Section 1, 543.2 feet (recorded as 536.5 feet) to the West right-of-way line of a county road which is the point of beginning; thence South 23°51' West along said West right-of-way line 353.8 feet; thence North 71°40' East 402.3 feet; thence North 17°39' West 221.8 feet to the North line of said Northwest Fractional Quarter (NW ¼); thence South 85°13' West 172.1 feet to point of beginning, containing 1.384 acres