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LISA SMITH, COUNTY RECORDER
MADISON COUNTY IOWA

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THIS DOCUMENT PREPARED BY: Candi 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:

Terra Tender Inc.,

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.

The Grantor and Grantee agree that no structures, buildings, fences, barricades or any other temporary or permanent obstruction of any kind shall be constructed or placed on any portion of the easement area. Furthermore, the Grantee agrees not to remove any dirt or in any way disrupt the grade over and above the easement area.

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 7TH day of March, 2019.

Larry L. Hughes, President
Larry Hughes, President

STATE OF IOWA, ss:

On this 7th day of March, 2019 before me, the undersigned a Notary Public, personally appeared Larry Hughes to me personally known, who being by me duly sworn, did say that he is the President as such officer, acknowledged the execution of said instrument to be the voluntary act and deed of said corporation, by it and by him voluntarily executed.



Candace Christensen

NOTARY PUBLIC

A Plat of survey located in the West Half of the Northwest Quarter of Section 15, and the East Half of the Northeast Quarter of Section 16, all in Township 77 North, Range 26 West of the 5th P.M., Madison County, Iowa, more particularly described as follows: Said Plat shown in Book 2008, Page 2636

Beginning at the Southeast Quarter of the Southwest Quarter of the Northwest Quarter of Section 15, Township 77 North, Range 26 West of the 5th P.M., Madison County, Iowa; thence North $63^{\circ}36'56''$ West, 1349.14 feet; thence South $23^{\circ}33'56''$ West, 168.01 feet; thence North $70^{\circ}19'14''$ West, 913.81 feet; thence Southerly 71.20 feet along an 300.00-foot radius curve, concave Southeasterly, with a chord of South $12^{\circ}20'40''$ West, 71.04 feet; thence South $88^{\circ}57'18''$ West, 484.45 feet to a point on the West line of the East Half of the Northeast Quarter of Section 16, Township 77 North, Range 26 West of the 5th P.M., Madison County, Iowa; thence North $00^{\circ}04'37''$ West, 699.26 feet along the West line of the East Half of the Northeast Quarter of said Section 16; thence North $88^{\circ}57'18''$ East, 703.30 feet; thence North $05^{\circ}18'37''$ West, 1045.35 feet to a point on the North line of the East Half of the Northeast Quarter of said Section 16; thence North $84^{\circ}11'14''$ East, 66.05 feet along the North line of the East Half of the Northeast Quarter of said Section 16; thence South $05^{\circ}16'35''$ East, 449.15 feet; thence North $84^{\circ}17'27''$ East, 666.31 feet; thence North $55^{\circ}04'59''$ West, 555.70 feet; thence North $05^{\circ}48'46''$ West, 87.74 feet to a point on the North line of the East Half of the Northeast Quarter of said Section 16; thence North $84^{\circ}11'14''$ East, 66.00 feet along the North line of the East Half of the Northeast Quarter of said Section 16; thence South $05^{\circ}48'46''$ East, 57.47 feet; thence South $55^{\circ}04'59''$ East, 602.38 feet; thence North $84^{\circ}17'27''$ East, 822.04 feet; thence South $45^{\circ}24'51''$ East, 462.72 feet to a point on the East line of the West Half of the Northwest Quarter of said Section 15; thence South $00^{\circ}22'24''$ West, 1820.80 feet along the East line of the West Half of the Northwest Quarter of said Section 15 to the Point of Beginning. Said Parcel contains 86.31 acres, which includes 0.10 acres of County Road right-of-way and 6.30 acres of Private Road right-of-way.

Except for Lot 16.