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LISA SMITH, COUNTY RECORDER
MADISON COUNTY IOWA

THIS DOCUMENT PREPARED BY: Candi Christensen, Warren Water District, 1204 E. 2nd Ave. Indianola, IA 50125 515-962-1200
RETURN TO: Terry Krapfl, Box 215, Indianola, IA 50125, 515-961-2574

EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

Eric Michael Taylor and Dawn Renee Morelli Taylor, 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 "N" filed August 10, 2021 in Book 2021 Page 3341, Madison County, Iowa, also described as follows:

All that part of the Southwest Quarter (SW $\frac{1}{4}$) of the Northwest Quarter (NW $\frac{1}{4}$) of Section 15 and the Southeast Quarter (SE $\frac{1}{4}$) of the Northeast Quarter (NE $\frac{1}{4}$) of Section 16, both in Township 77 North, Range 26 West of the 5th P.M., Madison County, Iowa, more particularly described as follows:

Beginning at the Southeast corner of the SE $\frac{1}{4}$ of the NE $\frac{1}{4}$ of said Section 16, also being the Southwest corner of the SW $\frac{1}{4}$ of the NW $\frac{1}{4}$ of said Section 15, thence South 84°00'45" West, along the South line of said SE $\frac{1}{4}$ of the NE $\frac{1}{4}$, a distance of 638.42 feet; thence North 19°27'01" East, a distance of 842.02 feet to the Southwest corner of Lot 12 of Lakeshore Estates Plat 1, an Official Plat, now included in and forming a part of Madison County, Iowa; thence South 70°17'23" East, along the Southerly line of said Lot 12, a distance of 421.60 feet; thence North 23°35'54" East, a distance of 168.01 feet, to the Southwest corner of Parcel "L" as filed in Book 2020 Page 3578 of the records of the Madison County Recorder's Office, thence South 63°34'58" East, along the Southerly line of said Parcel "L", a distance of 1,195.49 feet; thence South 18°25'32" East, a distance of 84.49 feet, to the South line of the SW $\frac{1}{4}$ of the NW $\frac{1}{4}$ of said Section 15; thence South 83°59'18" West, along said South line of the SW $\frac{1}{4}$ of the NW $\frac{1}{4}$, a distance of 1,213.64 feet to the Point of Beginning, and containing 19.59 acres of land, more or less.

1250 Valleyview Ct.

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.

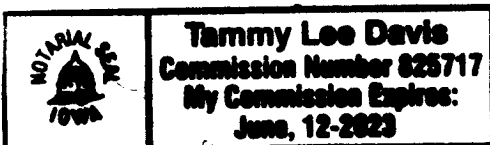
IN WITNESS WHEREOF, the GRANTORS have executed this instrument this 8th day of October, 2021.

Eric Michael Taylor

Dawn Renee Morelli Taylor

STATE OF IOWA, ss:

This instrument was acknowledged before me on 10-8, 2021 by Eric Michael Taylor and Dawn Renee Morelli Taylor.



NOTARY PUBLIC