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BRANDY MACUMBER, COUNTY RECORDER
MADISON COUNTY IOWA

CHEK

THIS DOCUMENT PREPARED BY: Lisa Coffman, 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:

Elizabeth Bolton, a single person,

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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1685 Warren Ave.

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.

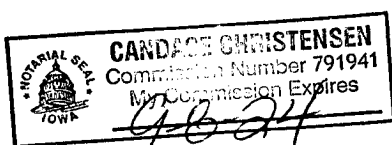
The grant and other provisions of this Easement shall constitute a covenant running with the land for the benefit of the GRANTEE, its successors and assigns.

IN WITNESS WHEREOF, the GRANTORS have executed this instrument this 26th day of February, 2024.

Elizabeth Bolton

STATE OF IOWA, ss:

This instrument was acknowledged before me on February 26th, 2024 by Elizabeth Bolton.


NOTARY PUBLIC

The West Half ($\frac{1}{2}$) of the Southeast Fractional Quarter ($\frac{1}{4}$) of the Southwest Fractional Quarter ($\frac{1}{4}$) of Section One (1), Township Seventy-six (76) North, Range Twenty-six (26) West of the 5th P.M., Madison County, Iowa.

AND

The South Fractional Half ($\frac{1}{2}$) of the Southeast Fractional Quarter ($\frac{1}{4}$), AND the East Half ($\frac{1}{2}$) of the Southeast Fractional Quarter ($\frac{1}{4}$) of the Southwest Fractional Quarter ($\frac{1}{4}$) of Section One (1), Township Seventy-six (76) North, Range Twenty-six (26) West of the 5th P.M., Madison County, Iowa.

EXCEPT PARCELS B, C, AND D MORE PARTICULARLY DESCRIBED AS FOLLOWS:

PARCEL 'B'

A PARCEL OF LAND IN THE SE $\frac{1}{4}$ SE $\frac{1}{4}$ OF SECTION 1, TOWNSHIP 76 NORTH, RANGE 26 WEST OF THE 5TH P.M., MADISON COUNTY, IOWA THAT IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AS A POINT OF REFERENCE AT THE SW CORNER OF SAID SE $\frac{1}{4}$ SE $\frac{1}{4}$; THENCE $N00^{\circ}23'35"E$, 458.70 FEET ALONG THE WEST LINE OF SAID SE $\frac{1}{4}$ SE $\frac{1}{4}$ TO A POINT; THENCE $S89^{\circ}36'25"E$, 101.77 FEET TO THE POINT OF BEGINNING; THENCE $N00^{\circ}23'35"E$, 441.90 FEET TO A POINT; THENCE $S89^{\circ}36'25"E$, 350.00 FEET TO A POINT; THENCE $S00^{\circ}23'35"W$, 362.64 FEET TO A POINT; THENCE $N83^{\circ}41'24"W$, 176.06 FEET TO A POINT; THENCE $S61^{\circ}16'24"W$, 200.18 FEET TO THE POINT OF BEGINNING AND CONTAINING 3.00 ACRES.

PARCEL 'C'

A PARCEL OF LAND IN THE SW $\frac{1}{4}$ SE $\frac{1}{4}$ OF SECTION 1, TOWNSHIP 76 NORTH, RANGE 26 WEST OF THE 5TH P.M., MADISON COUNTY, IOWA THAT IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SE CORNER OF SAID SW $\frac{1}{4}$ SE $\frac{1}{4}$; THENCE $S81^{\circ}57'18"W$, 353.83 FEET ALONG THE SOUTH LINE OF SAID SW $\frac{1}{4}$ SE $\frac{1}{4}$ TO A POINT; THENCE $N00^{\circ}23'35"E$, 648.05 FEET TO A POINT; THENCE $S89^{\circ}36'25"E$, 350.00 FEET TO A POINT ON THE EAST LINE SAID SW $\frac{1}{4}$ SE $\frac{1}{4}$; THENCE $S00^{\circ}23'35"W$, 596.13 FEET ALONG SAID EAST LINE TO THE POINT OF BEGINNING AND CONTAINING 5.00 ACRES.

PARCEL 'D'

A PARCEL OF LAND IN THE SW $\frac{1}{4}$ SE $\frac{1}{4}$ OF SECTION 1, TOWNSHIP 76 NORTH, RANGE 26 WEST OF THE 5TH P.M., MADISON COUNTY, IOWA THAT IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AS A POINT OF REFERENCE AT THE SW CORNER OF SAID SW $\frac{1}{4}$ SE $\frac{1}{4}$; THENCE $N81^{\circ}57'18"E$, 426.26 FEET ALONG THE SOUTH LINE OF SAID SW $\frac{1}{4}$ SE $\frac{1}{4}$ TO THE POINT OF BEGINNING; THENCE $N19^{\circ}00'00"W$, 880.52 FEET TO A POINT; THENCE $N81^{\circ}57'18"E$, 1155.51 FEET TO A POINT ON THE EAST LINE SAID SW $\frac{1}{4}$ SE $\frac{1}{4}$; THENCE $S00^{\circ}23'35"W$, 277.80 FEET ALONG SAID EAST LINE TO A POINT; THENCE $N89^{\circ}36'25"W$, 350.00 FEET TO A POINT; THENCE $S00^{\circ}23'35"W$, 648.05 FEET TO THE POINT OF BEGINNING AND CONTAINING 15.00 ACRES.