



Document 2017 2513

Book 2017 Page 2513 Type 06 001 Pages 2  
Date 8/14/2017 Time 10:39:27AM  
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:

Timothy Newberry and Laura Newberry, 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

1917 105<sup>th</sup> St.

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 9th day of June, 2017.

Timothy Newberry

Laura Newberry

STATE OF IOWA, ss:

This instrument was acknowledged before me on June 9th, 2017 by Timothy Newberry and Laura Newberry.



NOTARY PUBLIC

A parcel of land in the Southwest Quarter (SW 1/4) of the Northwest Quarter (NW 1/4) of Section Three (3) Township Seventy-seven (77) North, Range Twenty-eight (28) West of the 5th P.M., Madison County, Iowa, more particularly described as follows: Commencing at the West Quarter Corner of Section Three (3), Township Seventy-seven (77) North, Range Twenty-eight (28) West of the 5th P.M., thence North 90 deg 00'00" East 945.00 feet along the Quarter Section line to the point of beginning. Thence continuing North 90 deg 00'00" East 268.00 feet, thence North 00 deg 30'57" West 248.99 feet, thence North 15 deg 22'27" West 199.54 feet, thence North 90 deg 00'00" West 204.93 feet; thence South 01 deg 03'18" West 441.45 feet to the point of beginning. Said parcel contains 2.543 acres including 0.246 acres of county road right of way. a/k/a PARCEL # 200030346020000