



Document 2017 3762

Book 2017 Page 3762 Type 06 001 Pages 2
Date 11/30/2017 Time 10:26:04AM
Rec Amt \$12.00

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LISA SMITH, COUNTY RECORDER
MADISON COUNTY IOWA

THIS DOCUMENT PREPARED BY: Lisa Coffman, 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:

Tim A. Halter and Valerie Halter, 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:

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2979 St. Charles Rd.

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 28 day of September, 2017.

Tim A. Halter

Valerie Halter

STATE OF IOWA, ss:

This instrument was acknowledged before me on September 28, 2017 by Tim A. Halter and Valerie Halter.


NOTARY PUBLIC

A tract of land commencing at a point 255 feet East of the Southwest corner of the Southeast Quarter (1/4) of the Southeast Quarter (1/4) of Section Seventeen (17), in Township Seventy-five (75) North, Range Twenty-six (26) West of the 5th P.M., Madison county, Iowa, running thence East along the South line of said Section 330 feet, thence North 1,115 feet, thence West 585 feet to the West line of said 40-acre tract, thence South along said West line 265 feet, thence East parallel with the South line of said Section 255 feet, thence South 820 feet to the point of beginning, containing 10 acres more or less; AND a tract of land commencing at a point 255 feet East of the Northwest corner of the Northeast Quarter (1/4) of the Northeast Quarter (1/4) of Section Twenty (20), in Township Seventy-five (75) North, Range Twenty-six (26) West of the 5th P.M., thence East along the North line of said Section 330 feet, thence South 379.7 feet to the North right-of-way line of County Road G-50 (renamed St. Charles Road), thence Northwesterly along said right-of-way 479.6 feet, thence North 8.7 feet to point of beginning, containing 1.53 acres, more or less.