



Document 2019 189

Book 2019 Page 189 Type 06 001 Pages 2

Date 1/08/2019 Time 10:35:34AM

Rec Amt \$12.00

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LISA SMITH, COUNTY RECORDER
MADISON COUNTY IOWA

CHEK

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:

Steve C. Maxwell and Carmen C. Maxwell, 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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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.

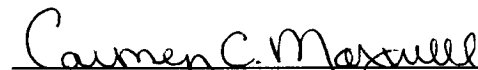
GRANTEE, its successors and assigns, hereby promise to maintain such water pipelines and any necessary appurtenances in good repair so that damage, if any, to the real estate of GRANTORS, will be kept to a minimum.

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 30th day of October, 2018



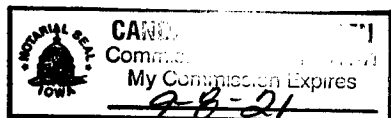
Steve C. Maxwell



Carmen C. Maxwell

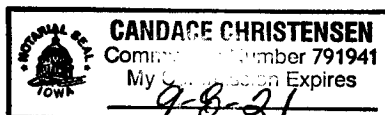
STATE OF IOWA, ss:

This instrument was acknowledged before me on October 30th, 2018 by Steve C. Maxwell and Carmen C. Maxwell.





NOTARY PUBLIC



The part of the Northwest Quarter of the Southwest Quarter of Section 9, Township 75 North, Range 26 West of the 5th P.M., Madison County, Iowa, Described as follows;

Beginning at the southwest corner of said Northwest Quarter of the Southwest Quarter; thence on an assumed bearing of North 00 degrees 31 minutes 32 seconds West, 960.40 feet along the west line of said Northwest Quarter of the Southwest Quarter to the southwest corner of Parcel A recorded in Book 204 Page 3351; thence North 85 degrees 23 minutes 57 seconds East, 486.98 feet along the south line of said Parcel A; thence South 16 degrees 48 minutes 18 seconds East, 980.49 feet to the south line of said Northwest Quarter of the Southwest Quarter; thence South 85 degrees 25 minutes 33 seconds West, 762.50 feet along said south line to the point of beginning, having an area of 13.74 acres including 0.73 acres of Madison County Road Easement.