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BRANDY MACUMBER, COUNTY RECORDER
MADISON COUNTY IOWA

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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:

Carita A. Kelleher Revocable Trust,

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:

The Southeast (1/4) of the Southeast (1/4) of Section Thirty-two (32), Township Seventy-seven (77) North, Range Twenty-seven (27) West of the 5th P.M., Madison County, Iowa.

Pasture set on Old Portland 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.

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 _____ day of _____, 2024.

(SEE PAGE 3 FOR SIGNATURE)

Jane Otton, Co-Trustee of the Carita A. Kelleher Revocable Trust

:
: ss
:

(SEE PAGE 4 FOR NOTARY)

On this _____ day of _____, 2024 before me, the undersigned an Notary Public, personally appeared Jane Otton to me known to be the identical person(s) named in and who executed the foregoing instrument, and acknowledged that they as trustee(s), executed the foregoing instrument as their voluntary act and deed.

NOTARY PUBLIC

IN WITNESS WHEREOF, the GRANTORS have executed this instrument this 5 day of April, 2024.

Mary K. Beavers

Mary K. Beavers, Co-Trustee of the Carita A. Kelleher Revocable Trust



STATE OF IOWA :
COUNTY OF MADISON : SS

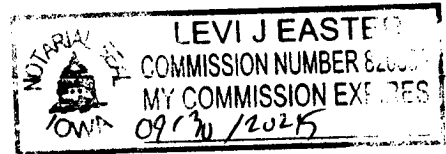
On this 5th day of April, 2024 before me, the undersigned an Notary Public, personally appeared Mary K. Beavers to me known to be the identical person(s) named in and who executed the foregoing instrument, and acknowledged that they as trustee(s), executed the foregoing instrument as their voluntary act and deed.

[Signature]
NOTARY PUBLIC

IN WITNESS WHEREOF, the GRANTORS have executed this instrument this 5 day of April, 2024.

Margaret Shearer

Margaret Shearer, Co-Trustee of the Carita A. Kelleher Revocable Trust



STATE OF IOWA :
COUNTY OF MADISON : SS

On this 5th day of April, 2024 before me, the undersigned an Notary Public, personally appeared Margaret Shearer to me known to be the identical person(s) named in and who executed the foregoing instrument, and acknowledged that they as trustee(s), executed the foregoing instrument as their voluntary act and deed.

[Signature]
NOTARY PUBLIC

NOTARIAL CERTIFICATE

1. Certifying the Document Under Hand

I, Barry Neil Lazarus, Notary Public, practicing in Sydney in the State of New South Wales in the Commonwealth of Australia **CERTIFY** that:

- (a) I was present at Sydney on 18 March 2024 and saw **JANE KELLEHER OTTON** of 62 Glasgow Avenue Bondi Beach NSW 2026 in the state of New South Wales, who satisfactorily identified herself to me by the production of her United States of America Passport No:A03881643; and NSW Driver Licence No: 18925755 execute the annexed Easement comprising of one (1) page, which bears an impression of my official seal for purposes of identification ("**the Document**").
- (b) the signature on the Documents purporting to be the signature of **JANE KELLEHER OTTON** is her true signature and proper handwriting and she is of full age and of full capacity and executed the Documents of her own free will.

2. Legal Advice

I have not provided legal advice in relation to the Documents, and by certifying the identity and witnessing the signature of **JANE KELLEHER OTTON** I am not implying, confirming, certifying or attesting that I have provided legal advice in relation to the Documents or to the meaning, content or purpose of the Documents.

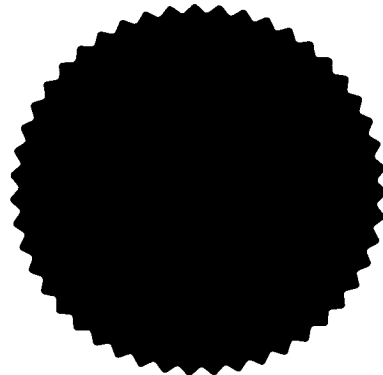
IN WITNESS of which I have subscribed my name and affixed my seal of office this eighteen of March two thousand and twenty four.


Barry Neil Lazarus

Notary Public No. 1618

Sydney, New South Wales, Australia

My appointment is not limited by time.



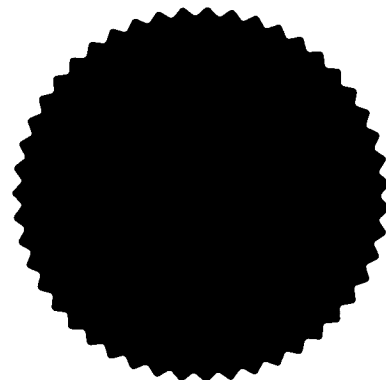
Subject: Warren Water Paperwork

Date: 13 Mar 2024 at 1:20:55pm

To: Jane Otton janeotton8@gmail.com

EXECUTED before me at Sydney NSW Australia
this 13th day of March 2024

BARRY NEIL LAZARUS
Public Notary ID No. 1618



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Jane Otton
Jane Otton, Co-Trustee of the Carita A. Kelleher Revocable Trust