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LISA SMITH, COUNTY RECORDER
MADISON COUNTY IOWA

THIS DOCUMENT PREPARED BY: Candi Christensen, 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:

Maurice F. Lynch, Trustee of the Maurice F. Lynch Revocable Trust dated April 10, 2018, and any amendments thereto, and undivided 1/2 interest, and to Carole A. Lynch, Trustee of the Carole A. Lynch Revocable Trust dated April 10, 2018. 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.

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 16 day of March, 2022.

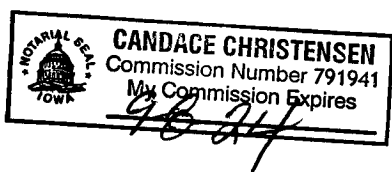
Carole Lynch
Carole A. Lynch, Trustee of the Maurice F. Lynch Revocable Trust

Carole Lynch
Carole A. Lynch, Trustee of the Carole A. Lynch Revocable Trust

STATE OF IOWA :
: SS

COUNTY OF WARREN :

On this 16th day of March, 2022 before me, the undersigned an Notary Public, personally appeared Carole A. Lynch to me known to be the identical persons named in and who executed the foregoing instrument, and acknowledged that she as trustee of the Maurice F. Lynch Revocable Trust and Carole A. Lynch Revocable Trust executed the foregoing instrument as her voluntary act and deed.



Candace Christensen
NOTARY PUBLIC

A parcel of land in the Southeast Quarter (1/4) of the Northeast Quarter (1/4) of Section Three (3), Township Seventy-six (76) North, Range Twenty-six (26) West of the 5th Principal Meridian, Madison County, Iowa, more particularly described as follows:

Commencing at the East Quarter Corner of Section Three (3), Township Seventy-six (76) North, Range Twenty-six (26) West of the 5th P.M., Madison County, Iowa; thence along the South line of the Southeast Quarter (1/4) of the Northeast Quarter (1/4) of said Section Three (3), South 90°00'00" West, 495.02 feet to the point of beginning. Thence continuing along said South line, South 90°00'00" West, 350.73 feet; thence North 04°26'40" East, 390.57 feet; thence North 90°00'00" East, 320.46 feet; thence South 00°00'00", 389.40 feet to the point of beginning. Said parcel of land contains 3.000 Acres including 0.321 Acres of County Road Right of Way.