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LISA SMITH, COUNTY RECORDER MADISON COUNTY 10WA

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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:

Crystal J. Schryver Trust, single person, (5)

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, lowa, being more specifically described as follows:

A tract of land commencing at a point 29.5 feet East of the West Quarter (1/4) corner of Section fourteen (14), in Township Seventy-seven (77) North, Range Twenty-eight (28) West of the 5<sup>th</sup> P.M., Madison County, Iowa, thence continuing East 1,293 feet along the quarter section line, thence South 00° 48' East 673.72 feet, thence South 89° 57' West 1,297.7 feet, thence North 00° 24' West 674.8 feet to the point of beginning, containing 20.0493 acres including 1.6014 acres of county right-of-way, except Parcel A.

2006 120<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.

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 31 day of Morror, 2022.

Crystal J. Schryver, Trustee of the Crystal J. Schryver Trust

STATE OF IOWA

: ss

COUNTY OF WARREN

On this <u>dl</u> day of <u>Mayoo</u>, 2022, before me, the undersigned an Notary Public, personally appeared <u>Crystal J. Schryver</u> to me known to be the identical persons named in and who executed the foregoing instrument, and acknowledged that she as trustee, executed the foregoing instrument as their voluntary act and deed.



NOTARY PUBLIC