



Document 2022 2003

Book 2022 Page 2003 Type 06 001 Pages 1
Date 7/05/2022 Time 10:03:04AM
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LISA SMITH, COUNTY RECORDER
MADISON COUNTY IOWA

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:

Ivyl Ransom and Katherine Ransom, 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:

DESCRIPTION - PARCEL N:

That part of the Southwest Quarter of the Northeast Quarter of Section 16, Township 74 North, Range 26 West of the 5th P.M., City of Truro, Madison County, Iowa, described as follows;

Commencing at the Center of said Section 16; thence North 86 degrees 19 minutes 39 seconds East, 480.17 feet along the South line of said Southwest Quarter of the Northeast Quarter to the Point of Beginning; thence North 76 degrees 47 minutes 14 seconds East, 463.67 feet; thence North 19 degrees 19 minutes 58 seconds East, 28.39 feet to the Southerly right of way line of Peru Road; thence with a non-tangent curve turning to the right with an arc length of 489.10 feet, with a radius of 2352.00 feet, with a chord bearing of North 68 degrees 11 minutes 56 seconds West, with a chord length of 488.22 feet along said South line; thence South 01 degrees 22 minutes 01 seconds West, 314.18 feet to the Point of Beginning, having an area of 1.68 Acres.

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.

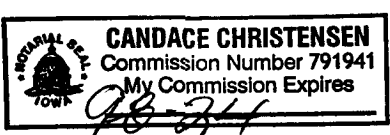
IN WITNESS WHEREOF, the GRANTORS have executed this instrument this 31 day of May, 2022.

Ivyl Ransom
Ivyl Ransom

Katherine Ransom
Katherine Ransom

STATE OF IOWA, ss:

This instrument was acknowledged before me on May 31st, 2022 by Ivyl Ransom and Katherine Ransom.



Candace Christensen
NOTARY PUBLIC