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LISA SMITH, COUNTY RECORDER  
MADISON COUNTY IOWA

CHEK

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:

South Central Iowa Landfill Agency,

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:

A tract of land commencing at a point 1071.3 feet East and 50 feet South of the Northwest Corner of Section Thirty-four (34), thence continuing South approximately 524.7 feet to the North line of the right of way of the Chicago, Rock Island and Pacific Railroad Company, thence along the North line of said right-of-way, South 86°54' East, approximately 243.7 feet to the East line of the Northwest Quarter (1/4) of the Northwest Quarter (1/4) of said section, thence North on said East line approximately 537 feet to a point due East of the point of beginning, thence West approximately 248.7 feet to the point of beginning, all in Township Seventy-six (76) North, Range Twenty-seven (27) West of the 5th P.M., Madison County, Iowa.

2520 State Hwy. 92

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.

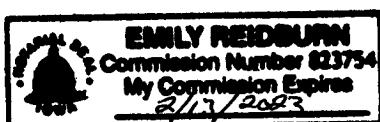
IN WITNESS WHEREOF, the GRANTORS have executed this instrument this 17 day of June, 2022.

Marcia Beeler  
Marcia Beeler, Manager

Diane Fitch  
Diane Fitch, Chairperson

STATE OF IOWA, ss:

On this 17 day of June, 2022 before me, the undersigned a Notary Public, personally appeared Marcia Beeler and Diane Fitch to me personally known, who being by me duly sworn, did say that they are the Manager and Chairperson as such officers, acknowledged the execution of said instrument to be the voluntary act and deed of said corporation, by it and by them voluntarily executed.



2/13/2023  
NOTARY PUBLIC