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BRANDY MACUMBER, COUNTY RECORDER  
MADISON COUNTY IOWA

CHEK

THIS DOCUMENT PREPARED BY: Sarah Hansen, 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:

AJS Farms, LLC,

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 South Half (1/2) of Section Sixteen (16), Township Seventy-seven (77) North, Range Twenty-eight (28) West of the 5th P.M., Madison County, Iowa; EXCEPT a tract of land located in the Northeast Quarter (1/4) of the Southwest Quarter (1/4) of said Section Sixteen (16), more particularly described as follows, to-wit: Commencing at the center of said Section Sixteen (16), thence Westerly from the center of said Section Sixteen (16) along the East-West Centerline a distance of 480 feet to the West edge of the former Chicago Rock Island and Pacific Railroad Company Right-of-Way, thence Southerly along said Westerly Right-of-Way line 100 Feet, thence Easterly from the previously described line 30 feet to a point in the right of way 45 feet from the centerline of the former track, thence Northerly from the previously described line and parallel to said right-of-way 100 feet, thence Westerly along said East-West centerline of said Section Sixteen (16) 30 feet to the Point of Beginning. Said Parcel contains 3,000 square feet or 0.06 acres more or less;

1846 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.

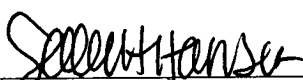
IN WITNESS WHEREOF, the GRANTORS have executed this instrument this 2 day of May, 2024.

  
Aaron Sligh, Managing Member

STATE OF IOWA :  
COUNTY OF Warren : SS

On this 2nd day of May, 2024, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Aaron Sligh to me personally known, who being by me duly sworn, did say that he is the Managing Member of AJS Farms, LLC, an Iowa limited liability company, executing the foregoing instrument, that the instrument was signed on behalf of the limited liability company by authority of the limited liability company; and said Manager acknowledged the execution of the instrument to be the voluntary act and deed of the limited liability company, by it and by him voluntarily executed.



  
NOTARY PUBLIC