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BRANDY MACUMBER, COUNTY RECORDER
MADISON COUNTY IOWA

CHEK

THIS DOCUMENT PREPARED BY: Candace 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:

Roger Dean Young and Sheryl Kay Young, 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:

See
Page 2

2551 Warren Ave.

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.

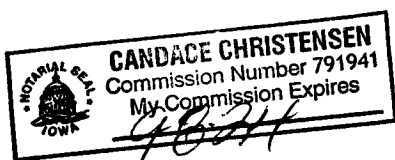
IN WITNESS WHEREOF, the GRANTORS have executed this instrument this 6th day of June, 2024.

Roger Dean Young
Roger Dean Young

Sheryl Kay Young
Sheryl Kay Young

STATE OF IOWA, ss:

This instrument was acknowledged before me on June 6, 2024 by Roger Dean Young and Sheryl Kay Young.



Candace Christensen
NOTARY PUBLIC

A parcel of land described as commencing at the Northeast corner of the Southeast Quarter of Section 24, Township 75 North, Range 26, West of the 5th P. M., Madison County, Iowa, thence S. $83^{\circ}39'$ W. 653.6 feet; thence S. $00^{\circ}56'$ E. 352.91 feet; thence N. $83^{\circ}39'$ E. 647.80 feet to the East line of said Southeast Quarter; thence N. $00^{\circ}00'$ 353.50 feet to point of beginning, containing 5.2482 acres including 0.3025 acres of county road right-of-way.

The East line of the Southeast Quarter of Section 24, Township 75 North, Range 26, West of the 5th P. M., Madison County, Iowa, is assumed to bear due North and South.

AND

A parcel of land in the Northeast Quarter of the Southeast Quarter of Section Twenty-four (24), Township Seventy-five (75) North, Range Twenty-six (26) West of the Fifth P. M., Madison County, Iowa, more particularly described as follows: Commencing at the Northeast corner of the Southeast Quarter of Section 24, Township 75 North, Range 26, West of the 5th P. M., thence S. $83^{\circ}39'$ W. 653.6 feet along the North line of said Southeast Quarter to the point of beginning, thence continuing S. $83^{\circ}39'$ W. 151.9 feet, thence S. $00^{\circ}36'$ E. 559.3 feet, thence N. $83^{\circ}39'$ E. 779.5 feet to the East line of said Southeast Quarter, thence N. $00^{\circ}00'$ 206.4 feet along said East line, thence S. $83^{\circ}39'$ W. 647.8 feet, thence N. $00^{\circ}56'$ W. 352.9 feet to the point of beginning. Said parcel contains 5.042 acres including 0.177 acres of County road right of way.

This deed is given in full and complete satisfaction of a real estate contract between the parties dated August 27, 1981.

Commenced