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BRANDY MACUMBER, COUNTY RECORDER
MADISON COUNTY IOWA

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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:

Allen Hays and Judith Hays, 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:

The South 1658 feet of the West Half (½) of the Southeast Quarter (¼) of Section Twenty-six (26), Township Seventy-five (75) North, Range Twenty-seven (27) West of the 5th P.M., Madison County, Iowa, as shown in Plat of Survey filed in Book 2006, Page 1595 on April 25, 2006, in the Office of the Recorder of Madison County, Iowa; EXCEPT Parcel "C", located therein, containing 10.06 acres, as shown in Amended Plat of Survey filed in Book 2013, Page 1503 on May 24, 2013, in the Office of the Recorder of Madison County, Iowa; AND EXCEPT Parcel "E", located therein, containing 8.65 acres, as shown in Plat of Survey filed in Book 2014, Page 1135 on May 14, 2014, in the Office of the Recorder of Madison County, Iowa.

Quail Ridge Heights Subdivision Lots 1-4

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.

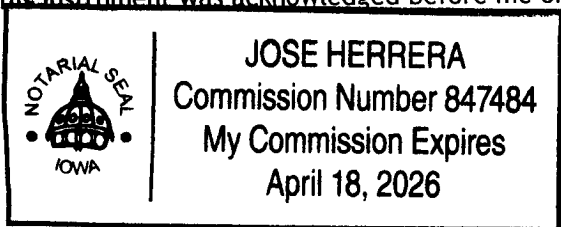
IN WITNESS WHEREOF, the GRANTORS have executed this instrument this 14th day of March, 2024.

Allen Hays
Allen Hays

Judith Hays
Judith Hays

STATE OF IOWA, ss:

This instrument was acknowledged before me on March 14th, 2024 by Allen Hays and Judith Hays.



Jose Herrera
NOTARY PUBLIC