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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:

Jeffrey J. Rubino and Tami R. Rubino, 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

2153 North River School Road

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.

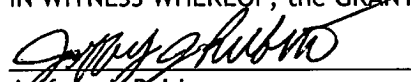
The Grantor and Grantee agree that no structures, buildings, fences, barricades or any other temporary or permanent obstruction of any kind shall be constructed or placed on any portion of the easement area. Furthermore, the Grantee agrees not to remove any dirt or in any way disrupt the grade over and above the easement area.

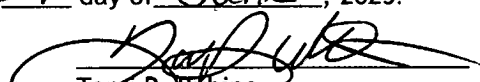
It is agreed that crop damage will be paid by the GRANTEE; however, in no case shall GRANTEE be required to pay more than a single, total crop loss in any one crop year. Crop damage will equal the price for the destroyed or damaged crop x yield per acre x acreage damaged or destroyed.

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.

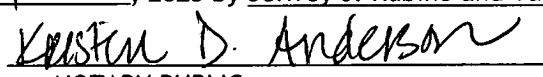
IN WITNESS WHEREOF, the GRANTORS have executed this instrument this 24 day of June, 2025.


Jeffrey J. Rubino


Tami R. Rubino

STATE OF IOWA :
COUNTY OF Dallas : ss

This instrument was acknowledged before me on 6/24, 2025 by Jeffrey J. Rubino and Tami R. Rubino.


NOTARY PUBLIC



All that part of the Southwest Quarter ($\frac{1}{4}$) of the Southeast Quarter ($\frac{1}{4}$) of Section One (1), Township Seventy-six (76) North, Range Twenty-eight (28) West of the 5th P.M., Madison County, Iowa, lying and being West and South of the vacated public highway formerly running through said 40-acre tract, said vacated highway located as shown in the Amended Plat of Survey for Parcel "A" filed in Book 3, Page 530 on December 22, 1999 in the Office of the Recorder of Madison County, Iowa; EXCEPT that part of Parcel "K" located therein, as shown in Plat of Survey filed in Book 2017, Page 3151 on October 5, 2017, in the Office of the Recorder of Madison County, Iowa

is one and the same as the described as Parcels #340060186012000 and #340060186030000, to wit:

PARCEL #340060186012000

A tract of land located in the Southwest Quarter ($\frac{1}{4}$) of the Southeast Quarter ($\frac{1}{4}$) of said Section One (1), Township Seventy-six (76) North, Range Twenty-eight (28) West of the 5th P.M., Madison County, Iowa, containing 15 acres, and more particularly described as follows: Commencing at a point 56 rods West of the Northeast corner of the Southwest Quarter ($\frac{1}{4}$) of the Southeast Quarter ($\frac{1}{4}$) of said Section One (1) and running thence West

24 rods, thence South 80 rods, thence East 36 rods, thence Northwesterly in a straight line to the place of beginning, EXCEPT that part of Parcel "K" located therein, as shown in Plat of Survey filed in Book 2017, Page 3151 on October 5, 2017, in the Office of the Recorder of Madison County, Iowa.

PARCEL #340060186030000

All that part of the Southwest Quarter ($\frac{1}{4}$) of the Southeast Quarter ($\frac{1}{4}$) of Section One (1), Township Seventy-six (76) North, Range Twenty-eight (28) West of the 5th P.M., Madison County, Iowa, lying and being West and South of the public highway as now established and traveled through said 40-acre tract, EXCEPT the following described tract of land, to-wit: Commencing at a point 24 rods East of the Northwest corner of said 40-acre tract, running thence West 24 rods, thence South 80 rods, thence East 36 rods, thence in a northwesterly direction to the point of beginning.