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BRANDY MACUMBER, COUNTY RECORDER  
MADISON COUNTY IOWA

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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:

**Wayne N. Martens and Debi M. Martens, 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:

A tract of land located in the Southwest Quarter (SW $\frac{1}{4}$ ) of the Southeast Quarter (SE $\frac{1}{4}$ ) of Section Thirteen (13), Township Seventy-seven (77) North, Range Twenty-eight (28) West of the 5<sup>th</sup> P.M., Madison County, Iowa, more particularly described as follows, to-wit: Commencing at the Southeast corner of the Southwest Quarter (SW $\frac{1}{4}$ ) of the Southeast Quarter (SE $\frac{1}{4}$ ) of said Section Thirteen (13), thence North on the Center Line of Highway #169, 663.7 feet to the point of beginning, thence South 89°20' West from said Center Line 266 feet, thence South at 90°00' 164.7 feet, thence Easterly 268 feet to the Center Line of Highway #169, thence Northerly on said Center Line 168.3 feet to the point of beginning.

1285 Hwy. 169

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 7<sup>th</sup> day of July, 2025.

  
Wayne N. Martens

  
Debi M Martens

STATE OF IOWA :  
COUNTY OF Madison : ss

This instrument was acknowledged before me on July 7, 2025 by Wayne N. Martens and Debi M. Martens.



  
NOTARY PUBLIC