7-

Document 2026 1447

Book 2026 Page 1447 Type 06 001 Pages 1
Date 5/22/2026 Time 10:17:15AM
Rec Amt $7.00

BRANDY MACUMBER, COUNTY RECORDER
MADISON COUNTY IOWA

THIS DOCUMENT PREPARED BY: Jackie Tilley, 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:
John L. Jacobs and Sherry L. Jacobs, 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:

**That part of the Southwest Quarter (1/4) of Section Thirty (30), Township Seventy-seven (77) North, Range Twenty-eight (28) West of the Fifth Principal Meridian, Madison County, Iowa, described as follows: Commencing at the southwest corner of said Section 30; thence on an assumed bearing of North 00°01'27" West along the west line of said Southwest Quarter (1/4) 460.10 feet to the point of beginning; thence continuing North 00°01'27" West along said west line 876.79 feet; thence South 88°13'03" East 438.63 feet; thence South 00°38'51" East 608.80 feet thence South 86°18'31" East 46.91 feet; thence South 00°50'13" East 190.32 feet; thence South 89°15'22" West 184.88 feet; thence South 10°48'24" West 65.65 feet; thence South 88°52'44" West 297.40 feet to the west line of said Southwest Quarter (1/4) and the point of beginning. Said tract contains 8.88 acres more or less and is subject to a Madison County Highway easement over the westerly 1.28 acres thereof and is subject to any encumbrances of record.**

**1476 Earlham Rd. (Second Pit)**

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 April, 2026.

John L. Jacobs

Sherry L. Jacobs

STATE OF IOWA :
: ss
COUNTY OF Madison :

This instrument was acknowledged before me on April 6, 2026 by John and Sherry L Jacobs.

DIANE M. AVERY
Commission Number 840194
My Commission Expires
June 16, 2028

NOTARY PUBLIC