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LISA SMITH, COUNTY RECORDER
MADISON COUNTY IOWA

THIS DOCUMENT PREPARED BY: Sarah Hansen, Warren Water District, 1204 E. 2nd Ave. Indianola, IA 50125 515-962-1200
RETURN TO: Claire Patin, Box 215, Indianola, IA 50125, 515-961-2574

EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

Benjamin W. Johnson and Terri J. Johnson, 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:

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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.

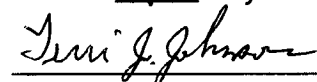
It is agreed that crop damage will be paid by the GRANTEE; however, in no case shall GRANTEE be required to pay more than a single, total crop loss in any one crop year. Crop damage will equal the price for the destroyed or damaged crop x yield per acre x acreage damaged or destroyed.

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 May, 2018.

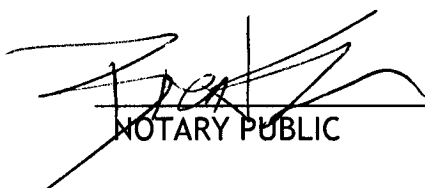

Benjamin W. Johnson


Terri J. Johnson

STATE OF IOWA, ss:

This instrument was acknowledged before me on May 14th, 2018 by Benjamin W. Johnson and Terri J. Johnson.




NOTARY PUBLIC

The Southeast Quarter of the Northwest Quarter (SE $\frac{1}{4}$ NW $\frac{1}{4}$), and all that part of the East One-half of the Southwest Quarter (E $\frac{1}{2}$ SW $\frac{1}{4}$) lying North of the Public Highway, of Section 21, Township 76 North, Range 26 West of the 5th P.M., Madison County, Iowa, **EXCEPT** the following described tract, to-wit: Commencing at the Southeast corner of the Northeast Quarter of the Southwest Quarter (NE $\frac{1}{2}$ SW $\frac{1}{4}$) of said Section 21, running thence North along the east line of said 40 acre tract 732 feet, thence West 211 feet, thence Southeasterly 732 feet to a point on the South line of said 40 acre tract which is 207 feet West of the point of beginning, thence East 207 feet to the point of beginning, **AND EXCEPT** Parcel "A" located in the East Half of the Southwest Quarter (E $\frac{1}{2}$ SW $\frac{1}{4}$) of said Section 21, containing 3.007 acres, as shown in Plat of Survey filed in Book 3, Page 245 on May 15, 1998, in the Office of the Recorder of Madison County, Iowa.