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LISA SMITH, COUNTY RECORDER
MADISON COUNTY IOWA
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THIS DOCUMENT PREPARED BY: Candi Christensen, 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:

Allegiant Homes LLC, a limited liability company,

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:

Lot 4 in Valyria Plat 1, A subdivision located in the SE ¼ of the SE ¼ of Section 24, Township 77 North, Range 27 West of the 5th P.M., Madison County, Iowa.

2795 140th St.

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 16th day of March, 2021.

Abigail Brenizer, Manager

STATE OF IOWA :
: ss
COUNTY OF WARREN :

On this 16th day of March, 2021, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Abigail Brenizer to me personally known, who being by me duly sworn, did say that she is the Manager of Allegiant Homes LLC, an Iowa limited liability company, executing the foregoing instrument, that the instrument was signed on behalf of the limited liability company by authority of the limited liability company; and said Manager acknowledged the execution of the instrument to be the voluntary act and deed of the limited liability company, by it and by her voluntarily executed.

NOTARY PUBLIC

SCOTT M FERGUSON
Commission Number 796055
My Commission Expires
May 9, 2022