



Document 2022 2000

Book 2022 Page 2000 Type 06 001 Pages 3

Date 7/05/2022 Time 10:02:21AM

Rec Amt \$17.00

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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: Terry Krapfl, Box 215, Indianola, IA 50125, 515-961-2574

EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

Bradley W. Sweeney Living Trust, dated October 14, 2015 and Quendy Sweeney Living Trust, dated October 14, 2015, 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.

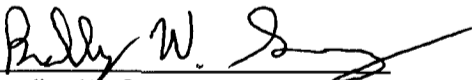
The Grantor and Grantee agree that no structures, buildings, fences, barricades or any other temporary or permanent obstruction of any kind shall be constructed or placed on any portion of the easement area. Furthermore, the Grantee agrees not to remove any dirt or in any way disrupt the grade over and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

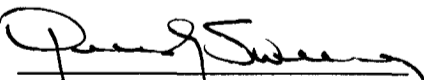
It is agreed that crop damage will be paid by the GRANTEE; however, in no case shall GRANTEE be required to pay more than a single, total crop loss in any one crop year. Crop damage will equal the price for the destroyed or damaged crop x yield per acre x acreage damaged or destroyed.

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 15 day of June, 2022.

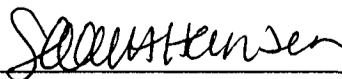

Bradley W. Sweeney, Trustee of the
Bradley W. Sweeney Living Trust

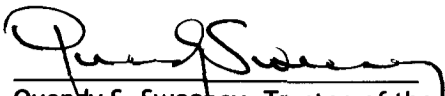

Quendy S. Sweeney, Trustee of the
Bradley W. Sweeney Living Trust

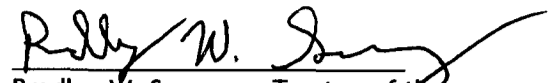
STATE OF IOWA :
COUNTY OF Warren : ss

On this 15 day of June, 2022 before me, the undersigned an Notary Public, personally appeared Bradley W. Sweeney and Quendy S. Sweeney to me known to be the identical persons named in and who executed the foregoing instrument, and acknowledged that they as trustees, executed the foregoing instrument as their voluntary act and deed.




NOTARY PUBLIC

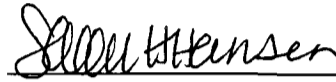

Quendy S. Sweeney, Trustee of the
Quendy S. Sweeney Living Trust


Bradley W. Sweeney, Trustee of the
Quendy S. Sweeney Living Trust

STATE OF IOWA :
 :
 : SS
COUNTY OF Warren :

On this 15th day of June, 2022 before me, the undersigned an Notary Public, personally appeared Quendy S. Sweeney and Bradley W. Sweeney to me known to be the identical persons named in and who executed the foregoing instrument, and acknowledged that they as trustees, executed the foregoing instrument as their voluntary act and deed.





NOTARY PUBLIC

That part of the North Half of the Northwest Quarter of Section 2, Township 74 North, Range 26 West of the 5th P.M., Madison County, Iowa, described as follows:
Beginning at the Northwest corner of said Section 2; thence North 85 degrees 48 minutes 48 seconds East, 1479.30 feet along the North line of said Section 2; thence South 00 degrees 24 minutes 08 seconds East, 897.90 feet; thence South 56 degrees 52 minutes 50 seconds West, 40.59 feet; thence South 59 degrees 34 minutes 04 seconds East, 222.88 feet; thence South 82 degrees 31 minutes 08 seconds East, 82.79 feet; thence South 28 degrees 43 minutes 28 seconds East, 56.14 feet; thence South 53 degrees 59 minutes 46 seconds West, 262.37 feet; thence South 84 degrees 37 minutes 35 seconds West, 480.52 feet; thence North 00 degrees 26 minutes 40 seconds East, 273.73 feet; thence North 49 degrees 03 minutes 30 seconds West, 415.97 feet; thence South 58 degrees 49 minutes 04 seconds West, 452.39 feet; thence South 20 degrees 04 minutes 39 seconds East, 52.16 feet; thence South 85 degrees 48 minutes 48 seconds West, 377.39 feet to the West line of said Section 2; thence North 00 degrees 02 minutes 20 seconds West, 948.66 feet to the Point of Beginning, having an area of 34.12 Acres including 4.53 Acres of Road Easement.