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LISA SMITH, COUNTY RECORDER
MADISON COUNTY IOWA

CHEK

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:

Clanton Creek Land Improvement, Inc. an Iowa Corporation,

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:

Lots Five (5), Six (6), Seven (7), and Eight (8), AND Beginning at the southeast corner of Lot Six (6), thence East ten (10) feet to the Southwest corner of Lot Seven (7), thence Northerly for a distance of 132 feet to the Northwest corner of Lot Seven (7), thence West 10 feet to the Northeast corner of Lot Six (6), thence Southerly 132 feet to the Point of Beginning, also described as the South Half (S 1/2) of the public alley running North and South through Block Nine (9), all in Block Nine (9), Hartman & Young's Addition to the Town of St. Charles, Madison County, Iowa; AND Lots Three (3) and Four (4), and all that part of the alley running North and South and lying East of, and adjacent to, Lot Four (4) in Block Ten (10) Hartman & Young's Addition to the Town of St. Charles, Madison County, Iowa.

113 S. Morgan

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.

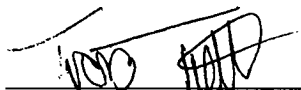
The Grantor and Grantee agree that no structures, buildings, fences, barricades or any other temporary or permanent obstruction of any kind shall be constructed or placed on any portion of the easement area. Furthermore, the Grantee agrees not to remove any dirt or in any way disrupt the grade over and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

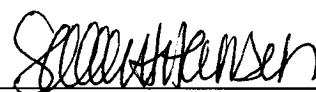
IN WITNESS WHEREOF, the GRANTORS have executed this instrument this 21st day of October, 2022.


Travis Tuttle, President

STATE OF IOWA, ss:

On this 21 day of October, 2022 before me, the undersigned a Notary Public, personally appeared Travis Tuttle to me personally known, who being by me duly sworn, did say that he is the President as such officer, acknowledged the execution of said instrument to be the voluntary act and deed of said corporation, by it and by him voluntarily executed.




NOTARY PUBLIC