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ANNO  
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BRANDY MACUMBER, COUNTY RECORDER  
MADISON COUNTY IOWA

Document 2023 1328

Book 2023 Page 1328 Type 06 001 Pages 1  
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INDX ✓  
ANNO ✓  
SCAN ✓  
CHEK ✓

BRANDY MACUMBER, COUNTY RECORDER  
MADISON COUNTY IOWA

AO

THIS DOCUMENT PREPARED BY: Lisa Coffman, 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

CORRECTED EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

Brian Swanson, a single person,

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 the sanitary sewer system and all appurtenances thereto, over, across and through the land of the GRANTORS situated in Madison County, Iowa, being more specifically described as follows:

The West 77.5 feet of the South 142.3 feet of Out Lot 48 of the Northeast Quarter (NE ¼) of the Northwest Quarter (NW1/4), in Township Seventy-four (74) North, Range Twenty-seven (27) West of the 5<sup>th</sup> PM, Madison County, Iowa, Section Eleven (11),

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/sewer 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/sewer 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 8 day of May, 2023.

Brian Swanson  
Brian Swanson

STATE OF IOWA, ss:

This instrument was acknowledged before me on May 8, 2023 by Brian Swanson.

Lisa Coffman  
NOTARY PUBLIC



This Easement is being re-recorded to correct the legal description in Easement recorded in Book 2023, Page 1328