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BRANDY MACUMBER, COUNTY RECORDER
MADISON COUNTY IOWA

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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:

Dean A. Downs and Tammy S. Downs, 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:

DESCRIPTION - PARCEL B:

That part of the Northwest Quarter of the Southeast Quarter of Section 26, Township 75 North, Range 26 West of the 5th P.M., Madison County, Iowa, described as follows; Beginning at the Northeast corner of said Northwest Quarter of the Southeast Quarter; thence South 00 degrees 06 minutes 19 seconds West, 435.60 feet along the East line of said Northwest Quarter of the Southeast Quarter; thence South 85 degrees 21 minutes 07 seconds West, 300.00 feet; thence North 00 degrees 06 minutes 19 seconds East, 435.60 feet to the North line of said Northwest Quarter of the Southeast Quarter; thence North 85 degrees 21 minutes 07 seconds East, 300.00 feet to the Point of Beginning, having an area of 3.00 Acres including 0.24 Acres of Road Easement.

3272 265th 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.

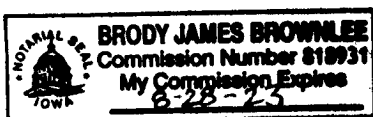
IN WITNESS WHEREOF, the GRANTORS have executed this instrument this 28 day of August, 2023.

Dean A. Downs
Dean A. Downs

Tammy S. Downs
Tammy S. Downs

STATE OF IOWA, ss:

This instrument was acknowledged before me on 8/28, 2023 by Dean A. Downs and Tammy S. Downs.



[Signature]
NOTARY PUBLIC