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BRANDY MACUMBER, 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:

Daniel R. Johnson, 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 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.

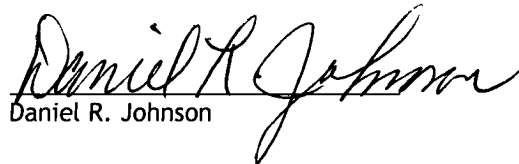
The Grantor and Grantee agree that no structures, buildings, fences, barricades or any other temporary or permanent obstruction of any kind shall be constructed or placed on any portion of the easement area. Furthermore, the Grantee agrees not to remove any dirt or in any way disrupt the grade over and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

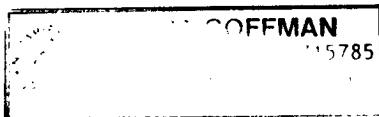
The grant and other provisions of this Easement shall constitute a covenant running with the land for the benefit of the GRANTEE, its successors and assigns.

IN WITNESS WHEREOF, the GRANTORS have executed this instrument this 5 day of Sept, 2023.

  
Daniel R. Johnson

STATE OF IOWA, ss:

This instrument was acknowledged before me on September 5, 2023 by Daniel R. Johnson.



  
NOTARY PUBLIC



**A parcel of land commencing at the Southeast corner of the Northeast Quarter (NE ¼) of Section Twenty-nine (29), in Township Seventy-six (76) North, Range Twenty-seven (27) West of the 5<sup>th</sup> P.M., Madison County, Iowa, thence North 0°00' 61.0 feet to the centerline of a county road; thence South 89°28' West 899.0 feet along the centerline of the county road to the point of beginning; thence North 0°45' East 130.0 feet; thence South 89°29' West 32.0 feet; thence North 0°45' East 44.0 feet; thence North 89°28' East 32.0 feet; thence North 0°45' East 92.0 feet; thence North 89°47' East 89.0 feet; thence North 0°00' 211.0 feet; thence South 89°50' West 327.1 feet; thence South 0°43' West 479.0 feet to the centerline of a county road; thence North 89°28' East 240.0 feet to the point of beginning, containing 3.030 acres, including 0.193 acres of county road right-of-way**

And

Parcel "G" in the Southeast Quarter of the Northeast Quarter of Section 29, Township 76 North, Range 27 West of the 5<sup>th</sup> P.M., Madison County, Iowa more particularly described as follows:

Commencing at the East Quarter Corner of Section 29, Township 76 North, Range 27 West of the 5<sup>th</sup> P.M., Madison County, Iowa thence North 00°41'53" West 61.00 feet along the East line of the Southeast Quarter of the Northeast Quarter of said Section 29 to the projected centerline of a County Road West; thence South 89°28'00" West 807.98 feet along said centerline to the Parcel "G" Point of Beginning; thence continuing along said centerline South 89°28'00" West 91.02 feet to the Southeast Corner of an existing Parcel of land shown on a Plat of Survey filed in Farm Plat Book 1, Page 165; thence North 00°34'16" East 130.00 feet along a line of existing parcel; thence North 89°25'44" West 32.00 feet along a line of existing parcel; thence North 00°34'16" East 44.00 feet along a line of existing parcel; thence North 89°25'44" East 32.00 feet along a line of existing parcel; thence North 00°34'16" East 92.00 feet along a line of existing parcel; thence North 89°11'39" East 89.00 feet to a corner of the existing parcel; thence South 00°08'21" West 266.39 feet to the Point of Beginning containing 0.58 acres including 0.07 acres of County Road right-of-way.