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BRANDY MACUMBER, COUNTY RECORDER
MADISON COUNTY IOWA

THIS DOCUMENT PREPARED BY: Candace Christensen, 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:

Thomas F. Kivell and Tamara J. Kivell, 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:

Legal Description of Parcel 'M':

Being a part of Parcel 'K' (Filed in Book 2022, Page 1172, located at the Madison County Recorder's Office) of the East Half of the Southeast Quarter of Section 12, Township 74 North, Range 26 West of the 5th P.M., Madison County, Iowa, more particularly described as follows:

Commencing at the E 1/4 Cor. of said Section 12; thence S00°01'37"E on the East line of said NE1/4 of the SE1/4, a distance of 107.36 feet to a point on the South Right-of-Way line of Primary Road # 400; thence Westerly on said South Right-of-Way line 40.16 feet on a 11,849.71 foot radius curve concave Southerly with a long chord of S84°53'36"W 40.16 feet to the NE Cor. of said Parcel 'K' said point being the POINT OF BEGINNING for Parcel 'M'; thence Westerly on the North line of said Parcel 'K' 69.84 feet on a 11,849.71 foot radius curve concave Southerly with a long chord of S84°37'38"W 69.84 feet; thence S84°27'30"W on said North line, a distance of 583.67 feet; thence S00°22'14"E, a distance of 1,345.51 feet to a point on the South line of said Parcel 'K' (the following nine courses are common to said Parcel 'K'); thence N31°14'13"E, a distance of 480.80 feet; thence N89°50'24"E, a distance of 300.90 feet; thence N48°28'20"E, a distance of 54.00 feet; thence N03°21'03"E, a distance of 228.00 feet; thence N29°33'11"W, a distance of 87.80 feet; thence N03°34'46"E, a distance of 76.90 feet; thence N33°50'51"E, a distance of 97.80 feet; thence N03°38'12"E, a distance of 345.40 feet; thence N00°01'37"W, a distance of 154.32 feet to the POINT OF BEGINNING, contains 14.83 Acres. Said Parcel is subject to any and all Easements be they of Record or not.

For this Survey the East line of the SE1/4 of said Section 12 is assumed to bear South 00°01'37" East (Iowa Regional Coordinate System Zone 8 Ames-Des Moines).

3388 Peru Rd.

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.

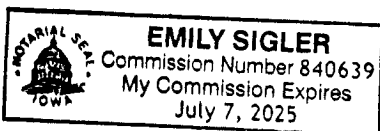
IN WITNESS WHEREOF, the GRANTORS have executed this instrument this 5 day of April, 2023.

Thomas F. Kivell
Thomas F. Kivell

Tamara J. Kivell
Tamara J. Kivell

STATE OF IOWA, ss:

This instrument was acknowledged before me on 4/15, 2023 by Thomas F. Kivell and Tamara J. Kivell.



Emily Sigler
NOTARY PUBLIC