Document 2025 1483

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BRANDY MACUMBER, COUNTY RECORDER

MADISON COUNTY IOWA

CHEK

THIS DOCUMENT PREPARED BY: Deb Mineart, Warren Water District, 1204 E. 2nd Ave. Indianola, IA 50125 515-962-1200 ETURN TO: Terry Krapfl, Box 215, Indianola, IA 50125, 515-961-2574

EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

Christopher Nehring, 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 appurtenances thereto, over, across and through the land of the GRANTORS situated in Madison County, Iowa, being more specifically described as follows:

DESCRIPTION - PARCEL G:

That part of the Southeast Quarter of the Northeast Quarter of Section 2, Township 74 North, Range 26 West of the 5th P.M., Madison County, Iowa, described as follows; Beginning at the Northeast corner of said Southeast Quarter of the Northeast Quarter; thence South 00 degrees 27 minutes 34 seconds East, 894.86 feet along the East line of said Southeast Quarter of the Northeast Quarter; thence North 89 degrees 47 minutes 35 seconds West, 378.86 feet; thence North 52 degrees 19 minutes 47 seconds. West, 668.58 feet; thence North 04 degrees 24 minutes 44 seconds West, 216.43 feet; thence South 87 degrees 31 minutes 13 seconds West, 223.28 feet; thence North 06 degrees 38 minutes 39 seconds West, 232.23 feet to the North line of said Southeast Quarter of the Northeast Quarter; thence North 87 degrees 38 minutes 30 seconds East, 1168.47 feet to the Point of Beginning, having an area of 17.08 Acres including 0.68 Acres of Road Easement.

2853 Woodland Ave.

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 17 day of 3 and art 2025.

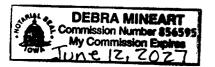
STATE OF IOWA

Christopher Nehring

: ss

COUNTY OF WARREN

This instrument was acknowledged before me on <u>Jan</u>, <u>17</u>, 2025 by Christopher Nehring.



Mineard