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LISA SMITH, COUNTY RECORDER MADISON COUNTY IOWA

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THIS DOCUMENT PREPARED BY: Candace Christensen, Warren Water District, 1204 E. 2nd Ave. Indianola, IA 50125 515-962-1200 RETURN TO: Claire Patin, Box 215, Indianola, IA 50125, 515-961-2574

EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

Glenna K. Camp, 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 <u>Madison County</u>, lowa, being more specifically described as follows:

See Page 2

2271 Rustic 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.

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 $\frac{26}{4}$ day of April

dlanna I/ Camp

2018

STATE OF IOWA, ss:

This instrument was acknowledged before me on April 26, 2018 by Glenna K. Camp.

LISA COFFMAN
Commission Number 715705
My Commission Expires

NOTARY PUBLIC

PARCEL A

A parcel of land in the Northeast Quarter (%) of the Southeast Quarter (%) of Section Two (2), Township Seventy-five (75) North, Range Twenty-seven (27) West of the 5th P.H., Hadison County, Iowa, more particularly described as follows: Beginning at the Southeast Corner of the Northeast Quarter (%) of the Southeast Quarter (%) of Section Two (2), Township Seventy-five (75) North, Range Twenty-seven (27) West of the 5th P.H., Hadison County, Iowa; thence along the South line of said Northeast Quarter (%) of the Southeast Quarter (SE%), South 89°49'23" West, 826.05 feet; thence North 01°49'38" West, 595.22 feet; thence North 89°49'23" East, 444.31 feet; thence North 01°03'37" West, 471.15 feet; thence North 89°49'23" East, 449.73 feet to the East line of eaid Northeast Quarter (%) of the Southeast Quarter (%); thence South 00°00'00" 1,069.35 feet to the point of Deginning. Said parcel of land contains 15.810 Acres including 0.982 Acres of County Eosd Right of Way.