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LISA SMITH, COUNTY RECORDER  
MADISON COUNTY IOWA

CHEK

THIS DOCUMENT PREPARED BY: Sarah Hansen, 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:

Earl R. Ramey and Raelyn M. Ramey, 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:

A tract of land located in the Southwest Quarter (1/4) of the Northeast Quarter (1/4) of Section Ten (10), Township Seventy-Five (75) North, Range Twenty-seven (27) West of the 5<sup>th</sup> P.M., Madison County, Iowa, more particularly described as follows, to-wit: Commencing at the Northwest corner of the Southwest Quarter (1/4) of the Northeast Quarter (1/4) of said Section Ten (10), thence North 89°04' East 660 feet, thence South 297.05 feet, thence South 89°04' West 660 feet, thence North 297.05 to the point of beginning, and containing 4.5001 acres.

2352 Holliwell Bridge 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.

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.

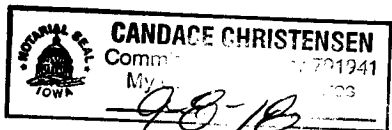
IN WITNESS WHEREOF, the GRANTORS have executed this instrument this 3 day of July, 2018.

Earl R. Ramey

Raelyn M. Ramey

STATE OF IOWA, ss:

This instrument was acknowledged before me on July 3<sup>rd</sup>, 2018 by Earl R. Ramey and Raelyn M. Ramey.



NOTARY PUBLIC