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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:

Randall D. Miller and Marilyn J. Miller, 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:

All that part of the Southeast Quarter (SE 1/4) of the Southwest Quarter (SW 1/4) of Section 15, Township 77 North, Range 26 West of the 5th P.m., Madison County, Iowa, more particularly described as follows:  
Beginning at the South Quarter (S1/4) corner of said Section 15, thence South 83°44'38" West, along the South line of the SE1/4 of the SW1/4 of said Section 15, a distance of 530.81 feet; thence North 58°27'58" West, a distance of 842.74 feet; thence North 22°03'39" East, a distance of 392.62 feet; thence South 89°01'20" East, a distance of 1,176.95 feet, to a point on the East line of the SE1/4 of the SW1/4 of said Section 15; thence South 00°05'02" West, along the East line of the SE1/4 of the SW1/4 of said Section 15, a distance of 325.42 feet to the Point of Beginning, and containing 13.11 acres of land, the more or less, including 0.43 acres of road easement.

3155 Cumming 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.

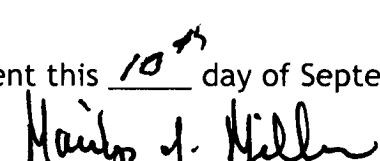
It is agreed that crop damage will be paid by the GRANTEE; however, in no case shall GRANTEE be required to pay more than a single, total crop loss in any one crop year. Crop damage will equal the price for the destroyed or damaged crop x yield per acre x acreage damaged or destroyed.

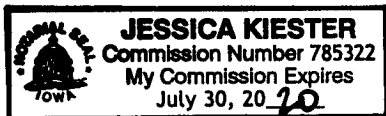
GRANTEE, its successors and assigns, hereby promise to maintain such water pipelines and any necessary appurtenances in good repair so that damage, if any, to the real estate of GRANTORS, will be kept to a minimum.

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 10<sup>th</sup> day of September, 2018.


  
\_\_\_\_\_  
Randall D. Miller

  
\_\_\_\_\_  
Marilyn J. Miller



STATE OF IOWA, ss:

This instrument was acknowledged before me on September 10, 2018 by Randall D. Miller and Marilyn J. Miller.

  
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NOTARY PUBLIC