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LISA SMITH, COUNTY RECORDER
MADISON COUNTY IOWA

CHEK

THIS DOCUMENT PREPARED BY: Lisa Coffman, 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:

City of St. Charles,

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:

~~Lots One (1) and Eight (8) in Block One (1) of Clanton's Addition of 1888, Town of St. Charles, Madison County, Iowa, and~~
~~A tract of land in St. Charles, Madison County, Iowa, described as follows: Commencing at the Northeast corner of Clanton's Addition of 1888 to the Town of St. Charles, Iowa, thence North to the North line of Section 23, Township 75, North Range 26, West of the 5th P.M. Madison County, Iowa, thence West 20 rods, thence South to the North line of said Clanton's Addition, thence East 20 rods to the place of beginning, except a tract of land out of the Southwest corner of the last described tract described as follows: Commencing at the Northwest corner of Block One (1), Clanton's Addition of 1888 to the Town of St. Charles, Iowa, running thence North 126 feet, thence East 132 feet, thence South to the North side of said Block One (1), thence West to the place of beginning, containing 4.60 acres, more or less,~~

N. Walnut

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 7 day of December, 2019.

Dennis E. Smith
Dennis Smith, Mayor

Tracy Kozak
Tracy Kozak, City Clerk

STATE OF IOWA, ss:

On this 7 day of December, 2019, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Dennis Smith and Tracy Kozak, to me personally known, and, who, being by me duly sworn, did say that they are the Mayor and City Clerk, respectively, of the City of St. Charles, Madison County, Iowa; that the seal affixed to the foregoing instrument is the corporate seal of the corporation, and that the instrument was signed and sealed on behalf of the corporation by authority of its City Council, as contained in Resolution No. DA-2019 passed by the City Council under Roll Call No. of the City Council on the 2nd day of December, 2019, and that Dennis Smith and Tracy Kozak acknowledged the execution of the instrument to be their voluntary act and deed and the voluntary act and deed of the corporation, by it voluntarily executed.

(SEAL)

Diane M. Daniels
NOTARY PUBLIC

