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LISA SMITH, COUNTY RECORDER  
MADISON COUNTY IOWA

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:

Gary A. Frey and Robin Lea Frey, 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:

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2753 St. Charles 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.

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 30 day of Oct, 2019.

\_\_\_\_\_  
Gary A. Frey

\_\_\_\_\_  
Robin Lea Frey

STATE OF IOWA, ss:

This instrument was acknowledged before me on October 30, 2019 by Gary A. Frey and Robin Lea Frey.



\_\_\_\_\_  
NOTARY PUBLIC

A parcel of land located in the Southwest Quarter of the Southeast Quarter of Section 12; Township 75 North, Range 27 West of the 5th Principal Meridian, Madison County, Iowa, more particularly described as follows:

Commencing at the Southeast Corner of the SW $\frac{1}{4}$  of the SE $\frac{1}{4}$  of Section 12, T75N, R27W of the 5th P. M., Madison County, Iowa; thence, along the South line of said Section 12, South 90° 00' 00" West 226.80 feet to the Point of Beginning; thence, continuing along said South line, South 90° 00' 00" West 808.81 feet; thence North 00° 18' 24" East 265.92 feet; thence North 90° 00' 00" East 365 feet; thence South 61° 52' 51" East 118.88 feet; thence North 89° 23' 14" East 337.56 feet; thence South 00° 00' 00" 213.50 feet to the Point of Beginning. Said parcel of land contains 4.445 acres, including 1.018 acres of county road right of way.

This Warranty Deed is given in partial fulfillment of a Real Estate Contract recorded October 13, 1988, in Book 124 on page 755 in the Office of the Madison County, Iowa, Recorder. Florence Frey hereby releases Gary Frey from all further obligations under the Real Estate Contract, but does not so release Karen L. Elderkin and Duane Frey.