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LISA SMITH, COUNTY RECORDER
MADISON COUNTY IOWA

✓ THIS DOCUMENT PREPARED BY: Lynn A. Flannery, 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:

F & S Associates, Inc.

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:

Parcel A in the NE 1/4 of the SE 1/4 and the SE 1/4 of the NE 1/4 of Section 1, Township 76 North, Range 27 West of the 5th P.M., in Madison County, Iowa, *in accordance with the attached Map.*

*RS6
6/18/13*

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 18 day of June, 2013.

Ralph Steven Gillotti
Ralph Steven Gillotti, President

Ralph Steven Gillotti
Pres
11/23/13

Mary and Fred Busson

Parcel
40007018201000

traced water line
after owner tree removal

traced water line

F/S Associates - owner
Cunningham Ranch - contract buyer

Parcel
40007018201000

32' easement

traced water line

50' bore @
buried gas lines

75' bore

Ron Lyon
Terry Lyon

Parcel
400070188001000

40' easement

traced water
line

Part of Section 1, Union Township
T 76 N, R 27 W

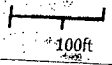
Parcel
400070188001000

exist. 32' easement

SETTLERS AVE.

SETTLERS AVE.

50' bore



STATE OF IOWA, ss:

On this 23rd day of November, 2013 before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Ralph Steven Gillotti to me personally known, who being by me duly sworn, did say that he is the President of the corporation executing the within and foregoing instrument, that no seal has been procured by the corporation; that said instrument was signed on behalf of the corporation by authority of its Board of Directors; and that Ralph Steven Gillotti as such officer, acknowledged the execution of the foregoing instrument to be the voluntary act and deed of the corporation, by it and by them voluntarily executed.



Michelle Finch

NOTARY PUBLIC