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LISA SMITH, COUNTY RECORDER
MADISON COUNTY IOWA

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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:

FS Family Farms, LLC

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:

Pit installation for Parcel M on a Utility Easement Described as:

All that part of the Southwest Fractional Quarter of the Northwest Quarter of Section 6, Township 76 North, Range 27 West of the 5th P.M., Madison County, Iowa, more particularly described as follows:

Commencing at the West Quarter corner of said Section 6, thence North 00°07'35" East, along the West line of said Section 6, a distance of 719.19 feet to the Southwest corner of Parcel 'N', as shown in Book 2014 Page 496 of the records of the Madison County Recorder; thence South 79°05'43" East, along the South line of said Parcel 'N', a distance of 102.62 feet to the Point of Beginning, being a point on the east Right of Way line of Highway 169; thence continuing along the South line of said Parcel 'N', a distance of 111.89 feet; thence continuing along the South line of said Parcel 'N', South 69°41'03" East, a distance of 161.51 feet; thence continuing along the South line of said Parcel 'N', South 88°16'38" East, a distance of 537.88 feet, to the Southeast corner of said Parcel 'N'; thence South 88°19'12" East, a distance of 40.00 feet; thence South 01°43'24" West, a distance of 40.03 feet; thence North 88°17'02" West, a distance of 40.00 feet, to the Northeast corner of said Parcel 'O'; thence North 46°35'29" West, along the North line of said Parcel 'O', a distance of 806.82 feet; thence continuing along said North line, North 88°17'02" West, a distance of 544.03 feet; thence continuing along said North line, North 69°42'24" West, a distance of 168.45 feet; thence continuing along said North line, North 79°05'43" West, a distance of 97.75 feet, to a point on the East Right of Way line of Highway 169; thence North 00°00'21" West, along said Right of Way line, a distance of 40.19 feet to the Point of Beginning, and containing 33,986 square feet or .78 acres of land, more or less.

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.

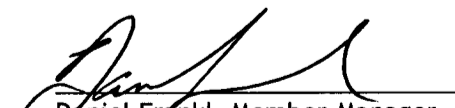
The Grantor and Grantee agree that no structures, buildings, fences, barricades or any other temporary or permanent obstruction of any kind shall be constructed or placed on any portion of the easement area. Furthermore, the Grantee agrees not to remove any dirt or in any way disrupt the grade over and 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 12 day of April, 2019.


Daniel Frankl, Member-Manager


Monica Frankl, Member-Manager

STATE OF IOWA :
COUNTY OF Warren : SS

On this 12th day of April, 2019, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Daniel Frankl and Monica Frankl to me personally known, who being by me duly sworn, did say that they are the Member Managers of FS Family Farms, LLC, an Iowa limited liability company, executing the foregoing instrument, that the instrument was signed on behalf of the limited liability company by authority of the limited liability company; and said member managers acknowledged the execution of the instrument to be the voluntary act and deed of the limited liability company, by it and by them voluntarily executed.

Sarah Hansen

NOTARY PUBLIC

