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LISA SMITH, COUNTY RECORDER
MADISON COUNTY IOWA

THIS DOCUMENT PREPARED BY: Candace Christensen, 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:

Luann M. Overton, Trustee of the Luann M. Revocable Trust as to and undivided one-half interest and Jerrold B. Oliver and Luann M. Overton, Trustee of the Donald J. Overton Revocable trust as to and undivided one-half interest, 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:

The Southwest Quarter (1/4) of the Northeast Quarter (1/4) of Section Twenty-five (25), Township Seventy-five (75) North, Range Twenty-six (26) West of the 5th P.M., Madison County, Iowa.

3357 265th St.

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.

Luann M. Overton
Luann M. Overton, Trustee of the Donald J. Overton Revocable Trust

Jerrold B. Oliver
Jerrold B. Oliver, Trustee of the Donald J. Overton Revocable Trust

Luann M. Overton
Luann M. Overton, Trustee of the Luann M. Overton Revocable Trust

STATE OF IOWA

:

: ss

COUNTY OF MADISON

:

On this 30th day of October, 2019 before me, the undersigned an Notary Public, personally appeared Luann M. Overton, Trustee of the Luann M. Revocable Trust as to and undivided one-half interest and Jerrold B. Oliver and Luann M. Overton, Trustee of the Donald J. Overton Revocable trust as to and undivided one-half interest, to me known to be the identical persons named in and who executed the foregoing instrument, and acknowledged that they as trustees, executed the foregoing instrument as their voluntary act and deed.



Kristina Brockmeyer

NOTARY PUBLIC