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THIS DOCUMENT PREPARED BY: Claire B. Patin, Attorney at Law, 106 E. Salem Ave., Indianola, Iowa 50125 515-961-2574 **005161**

EASEMENT

FILED NO.
BOOK 140 PAGE 842
2000 JUL 20 PM 1:47

KNOW ALL MEN BY THESE PRESENTS:
ARTHUR N. JOURA, ROBERTA K. JOURA

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 to erect, construct, install, lay and thereafter use, operate inspect, repair, maintain, replace and remove waterlines and appurtenances thereto, over, across and through the land of the GRANTORS situated in MADISON County, Iowa, being more specifically described as follows:

NICKLUTSLER
RECORDER
DISTRICT COUNTY, IOWA

A Parcel of land beginning at the West Quarter (1/4) Corner Section Five (5) Township Seventy-seven (77) North, Range Twenty-seven (27) West of the 5th P. M., Madison County, Iowa, thence North 0°00' West 2,588.6 feet, thence South 89° 58 3/4' East 1308.9 feet thence South 0°11' West 213.5 feet, thence North 89°53' West 403.6 feet, thence South 02°32 1/2' West 214.1 feet, thence South 16°48 3/4' West 295.0 feet, thence South 19° 54 1/2' West 981.4 feet, thence South 31°24 1/2' West 292.4 feet, thence South 79°18 1/2' West 288.2 feet, thence South 0°00' West 653.0 feet, thence South 89°36' West 40.0 feet to the point of beginning, containing 33.07 acres, including 0.03 acres of county road, and hereafter called Parcel A West Fractional Half (1/2) Northwest Quarter (1/4) Section Five (5) Township Seventy-seven (77) North, Range Twenty-seven (27) West of the 5th P. M., Madison County, Iowa,

2303-105^{rh}

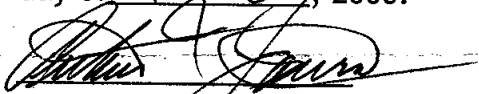
together with the right of ingress and egress over the adjacent lands of the GRANTORS, their successors and assigns, for the purposes of this easement.

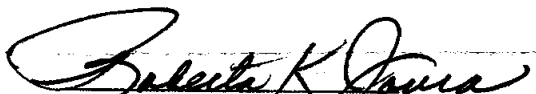
The Easement shall be 32 feet in width, the centerline of which shall be the water pipeline and the necessary appurtenances thereto.

It is agreed that, during the period of initial construction, no crop damage will be paid by the GRANTEE. The GRANTEE, its successors and assigns, hereby promise to maintain such water pipeline and any necessary appurtenances in good repair so that damage to adjacent real estate of GRANTORS, if any damage there be, 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.

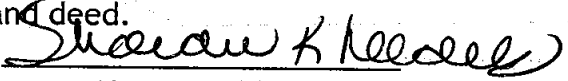
IN WITNESS WHERE OF, the GRANTORS have executed this instrument this 22 day of APRIL, 2000.


ARTHUR N. JOURA


ROBERTA K. JOURA

STATE OF IOWA, ss:

On this 22 day of APRIL, 2000, before me the undersigned, a notary public in and for State of Iowa appeared ARTHUR N. JOURA, ROBERTA K. JOURA to me known to be the identical persons named in and who executed the within and foregoing instrument, and acknowledged that they executed and same as their voluntary act and deed.


Notary Public

