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THIS DOCUMENT PREPARED BY: Richard B. Clogg, Attorney at Law, 106 E. Salem Ave., Indianola, Iowa 50125 Telephone: 515-781-2574

EASEMENT

MICHELLE UTSLER
RECORDER
MADISON COUNTY, IOWA

KNOW ALL MEN BY THESE PRESENTS:
Paul M. Havick and Diane Havick

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:

The East Half (1/2) of the Northeast Quarter (1/4) of Section Twenty-two (22), except a parcel of land in the Northeast Quarter (1/4) of the Northeast Quarter (1/4) of Section Twenty-two (22), more particularly described as: Commencing at the Northwest corner of the Northeast Quarter (1/4) of the Northeast Quarter (1/4) of said Section Twenty-two (22), thence along the west line of said Northeast Quarter (1/4) of the Northeast Quarter (1/4) of an assumed bearing of South 00°00'00" East a distance of 33.00 feet to the Point of Beginning; thence continuing South 00°00'00" East, 653.40 feet, thence North 89°54'22" East 400.00 feet, thence North 00°00'00" East 653.40 feet, thence South 89°54'22" West 400.00 feet to the Point of Beginning, containing 6.000 acres, more or less, together with a 33 foot wide easement for ingress and egress abutting the north side thereof, and the West Half (1/2) of the West Half (1/2) of the Northwest Quarter (1/4) of Section Twenty-three (23) in Township Seventy-five (75) North, Range Twenty-seven (27) West of the 5th P.M., Madison County, Iowa,

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 ___ day of July 24, 19 99.

Paul M. Havick
Paul M. Havick

Diane Havick
Diane Havick

STATE OF IOWA, ss:

On this 24th day of July, 19 99, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Paul M. Havick, Diane Havick to me known to be the identical persons named in and who executed the above and foregoing, and acknowledged that they executed the same as their voluntary act and deed.



Peggy Craggs
Notary Public