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MICHELLE UTSLER
RECORDER
MADISON COUNTY, IOWA

THIS DOCUMENT PREPARED BY:
Richard B. Clogg, Attorney at Law
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Indianola, Iowa 50125
Telephone: 515-961-2574

REC \$ 5⁰⁰
AUD \$
R.M.F. \$ 1⁰⁰

COMPUTER
RECORDED
COMPARED

M32-1 EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

Michael C. VanderHart, Jodi E. VanderHart
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:

A parcel of land in the South Half ($\frac{1}{2}$) of the Northeast Quarter ($\frac{1}{4}$)
of Section Twenty-nine (29), in Township Seventy-five (75) North,
Range Twenty-six (26) West of the 5th P.M., Madison County, Iowa,
more particularly described as follows: Commencing at the North-
west Corner of the Southwest Quarter ($\frac{1}{4}$) of the Northeast Quarter
($\frac{1}{4}$) of Section Twenty-nine (29), in Township Seventy-five (75)
North, Range Twenty-six (26) West of the 5th P.M., Madison County,
Iowa; thence North 90° 00' 00" East, 696.43 feet, along the North
line of the Southwest Quarter ($\frac{1}{4}$) of the Northeast Quarter ($\frac{1}{4}$) of
said Section Twenty-nine (29), to the point of beginning; thence
continuing along said North line, North 90° 00' 00" East, 62.57
feet; thence South 03° 15' 07" West, ~~222x222~~ 66.00 feet; thence North 90°
00' 00" East, 722.32 feet; thence South 03° 15' 07" West, 238.89
feet; thence South 90° 00' 00" West, 658.37 feet; thence North 19°
44' 26" West, 323.41 feet to the point of beginning, said parcel
of land contains 3.950 Acres.

2962 260th

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 10
day of March, 1998.

Michael C. VanderHart
Michael C. VanderHart

Jodi E. VanderHart
Jodi E. VanderHart

STATE OF IOWA, ss:

On this 10 day of March 1998, before me, the undersigned, a Notary
Public in and for the State of Iowa, personally appeared Michael C. VanderHart and
Jodi E. VanderHart 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.

TWILA J. SALSBUR
MY COMMISSION EXPIRES
9-13-00

Twila J. Salsbury
Notary Public

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