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LISA SMITH, COUNTY RECORDER
MADISON COUNTY IOWA

THIS DOCUMENT PREPARED BY: Lynn Flannery, 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:

Craig W. Havener and Peggy J. Havener,

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:

Parcel "B" located in the W1/2 NE1/4 of 26-77-28, Madison County, IA AND Private Water Line Easement for Parcel "B" in a part of the W 1/2 of the NE 1/4 of Section 26, Township 77 North, Range 28 West of the 5th P.M., Madison County, Iowa described as follows: Commencing at a found square head bolt at the Southwest corner of the Northeast 1/4 of said Section 26; thence S 89°55'15" E a distance of 30.30' to the Point of Beginning; thence N 00°04'45" E a distance of 52.37'; thence N 04°12'26" E a distance of 200' to a point of terminus.

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.

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 26 day of June, 2014

Craig W. Havener
Craig W. Havener

Peggy J. Havener
Peggy J. Havener

STATE OF IOWA, ss:

This instrument was acknowledged before me on June 26, 2014 by Craig W. Havener and Peggy J. Havener.



Lynn A. Flannery
NOTARY PUBLIC