

REC \$ 5.00
AUD \$ _____
R.M.F. \$ 1.00
COMPUTER ☒
RECORDED ☒
COMPARED _____

MICKI UTSLER
RECORDER
MADISON COUNTY, IOWA

David L. Jungmann, P.C., 113 W. Iowa, P.O. Box 329, Greenfield, IA 50849 Phone #515-743-6195
(FHA Approved)

L I M I T E D E A S E M E N T

RE: The West Half (1/2) of the Southwest Quarter (1/4) of Section Twelve (12), except that part thereof lying and being North and West of the public highway (commonly known as the Afton Road) and containing 10 acres, more or less; also a tract described as follows: Commencing at the Southeast corner of the Southwest Quarter (1/4) of the Northwest Quarter (1/4) of Section Twelve (12) and running thence North 8 chains to the Afton Road, thence in a Southwesterly direction along said Afton Road to a point 7 chains West of the place of beginning, thence East 7 chains to the place of beginning; also a tract described as follows: Commencing at the Northwest corner of the Northwest Quarter (1/4) of the Northwest Quarter (1/4) of Section Thirteen (13), and running thence South 16.81 chains, thence East 2.40 chains, thence North 54-3/4° East, 6.90 chains, thence *

The Undersigned, as Owner(s) of record of the real estate described above, for One Dollar and other good and valuable consideration received, hereby grant(s), sell(s), transfer(s) and convey(s) to Southern Iowa Rural Water Association (the "Association"), its successors and assigns, an affirmative and perpetual easement in, to, and running with the real estate described above, together with a general and perpetual right of ingress and egress upon such real estate and upon any adjacent lands of Owner(s), LIMITED AS FOLLOWS:

1. This easement is solely for the general purposes of construction and laying and thereafter using, operating, inspecting, maintaining, repairing, replacing or removing water pipeline and any necessary appurtenances thereto over, across and through the real estate described above; and
2. Once such water pipeline and any necessary appurtenances thereto are installed and operating, then this easement (except the general rights of ingress and egress) shall be automatically reduced in scope to a width of thirty feet, the centerline of which shall be the water pipeline and any necessary appurtenances thereto.

It is agreed that, during the period of initial construction, no crop damage will be paid by the Association. After completion of the project, if repair work on water line is needed, crop damages will be paid. The Association, 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 Owner(s), if any damage there be, will be kept to a minimum.

Executed this 24 day of April, 2000.

E. Nelson Howell
E. NELSON HOWELL
a/k/a Nelson Howell

Miriam E. Howell
MIRIAM E. HOWELL
a/k/a Miriam Howell
GRANTOR(S)

STATE OF IOWA
COUNTY OF Madison) ss:

On this 24 day of April, 2000, before me, the undersigned, a Notary Public in and for the aforesaid County and State, personally appeared: E. Nelson Howell, aka Nelson Howell & Miriam E. Howell, aka Miriam Howell, husband & wife known to be the same and identical persons who executed the within and foregoing instrument, and acknowledged that they executed the same as their voluntary act and deed.



NOTARY PUBLIC IN AND FOR SAID COUNTY AND SAID STATE

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*North 25°West, 1.90 chains to the center of Middle River, thence down said river, 68° East, 8 chains, thence North 89° East, 5.17 chains to the East line of said 40 acres, thence North 7.90 chains to the North line of Section Thirteen (13), thence West to the place of beginning; all of said land lying and being in Township Seventy-five (75) North, Range Twenty-eight (28) West of the 5th P.M., Madison County, Iowa, and containing 94.6 acres, more or less.