

FILED NO. **006294**

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2000 OCT -5 PM 1:08

MICKI UTSLER
RECORDER
MADISON COUNTY, IOWA

REC \$ **10⁰⁰**
AUD \$ **1⁰⁰**
R.M.F. \$ **1⁰⁰**

COMPUTER ☒
RECORDED ☒
COMPARED ☐

David L. Jungmann, P.C., 113 W. Iowa, P.O. Box 329, Greenfield, IA 50649 Phone #515-743-6195
(FHA Approved)

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

RE: See attached Exhibit "A"

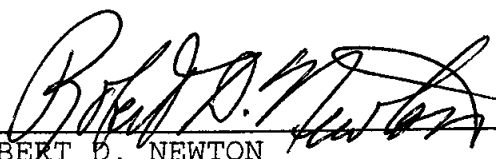
The Undersigned, as Owner(s) of record of the real estate described above, for One Dollar and other good and valuable consideration received, hereby grant(s), sell(s), transfer(s) and convey(s) to Southern Iowa Rural Water Association (the "Association"), its successors and assigns, an affirmative and 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 19 day of May, 2000.


ROBERT D. NEWTON


ELAINE NEWTON

GRANTOR(S)

STATE OF IOWA

COUNTY OF Madison } ss:

On this 19th day of May, 2000, before me, the undersigned, a Notary Public in and for the aforesaid County and State, personally appeared Robert D. Newton and Elaine Newton, husband and wife, to me 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.

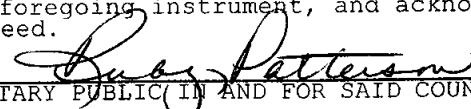

NOTARY PUBLIC IN AND FOR SAID COUNTY AND SAID STATE



Exhibit "A"

The Northeast Quarter (NE $\frac{1}{4}$) of Section Eleven (~~11~~), EXCEPT a parcel of land described as commencing at the Northwest corner of the Northeast Quarter (NE $\frac{1}{4}$) of Section Eleven (~~11~~); Township 75 North, Range 28 West of the 5th P.M., thence N 87°11'41" E 114.60 feet to the center line of U.S. Highway 169; thence S 02°48'19" E along said centerline 2,630.29 feet to the South line of said Northeast Quarter (NE $\frac{1}{4}$); thence N 89°17'30" E 250.42 feet to the point of beginning; thence continuing N 89°17'30" E 324.60 feet; thence N 28°17'10" W 561.74 feet; thence S 89°35'12" W 200.00 feet to the east right of way line of U.S. Highway 169; thence S 15°53'48" E 517.00 feet to the point of beginning, containing 2.999 Acres; and EXCEPT a parcel of land commencing at the Center of Section Eleven (~~11~~), Township 75 North, Range 28 West of the 5th P.M., Madison County, Iowa; thence North 89°17'30" East 469.50 feet; thence North 15°53'48" West 517.00 feet to the point of beginning; thence continuing North 15°53'48" West 16.16 feet along the easterly right of way line of Highway 169; thence North 01°22'00" West 802.48 feet; thence leaving said right of way line, North 88°45'04" East 261.10 feet; thence South 02°36'36" West 822.90 feet; thence South 89°35'12" West 200.00 feet to the Point of Beginning, containing 4.376 acres, more or less; The West Half ($\frac{1}{2}$) of the Northwest Quarter ($\frac{1}{4}$) of Section Twelve (~~12~~) EXCEPT a tract of land described as follows: Commencing at a point 32 rods North of the Southeast corner of said last described 80 acre tract, and running thence South 32 rods to the said Southeast corner; thence West 26 rods, thence in a northeasterly direction in a straight line to the point of beginning containing 2.6 acres, all in Township 75 North, Range 28 West of the 5th P.M., Madison County, Iowa.

The West Half ($\frac{1}{2}$) of the Northwest Quarter ($\frac{1}{4}$) and a tract of land described as follows: Commencing at the Northeast corner of the West Half ($\frac{1}{2}$) of the Southwest Quarter ($\frac{1}{4}$) and running thence West 50 rods, thence South 120 rods, thence East 50 rods, thence North 120 rods to the place of beginning; also the North Half ($\frac{1}{2}$) of the West One-eighth ($\frac{1}{8}$) of the Southeast Quarter ($\frac{1}{4}$) of the Southwest Quarter ($\frac{1}{4}$); all in Section Eleven (~~11~~) in Township 75 North, Range 28 West of the 5th P.M., Madison County, Iowa, hereinafter known as Tract #1;

EXCEPT a parcel of land located in the Northwest Quarter ($\frac{1}{4}$) of the Northwest Quarter ($\frac{1}{4}$) of Section Eleven (~~11~~) in Township 75 North, Range 28 West of the 5th P.M., Madison County, Iowa, more particularly described as follows: Commencing as the Northwest Corner of said Section Eleven (~~11~~), thence along the west line of said Section Eleven (~~11~~), South 00°00'00" 139.61 feet to the Point of Beginning. Thence South 47°30'13" East 110.98 feet; thence South 28°46'19" East 555.21 feet; thence North 90°00'00" East 98.35 feet; thence South 00°00'00" 490.10 feet; thence South 88°26'41" West 447.58 feet to the west line of said Section Eleven (~~11~~); thence along said west line North 00°00'00" 1063.88 feet to the point of beginning, said parcel containing 7.574 acres, hereinafter known as Tract #2;