

FILED NO. 006300

BOOK 144 PAGE 82

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REC \$ 5⁰⁰ COMPUTER ☒
AUD \$ _____ RECORDED ☒
R.M.F. \$ 1⁰⁰ 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: Parcel "D" in the Northwest Quarter (¼) of Section Twenty-seven (27), Township Seventy-five (75) North, Range Twenty-eight (28) West of the 5th P.M., Madison County, Iowa, which includes Parcel "A" and Parcel "B" and an easement as shown on a Plat of Survey filed in Book 3, page 90 at the Madison County Recorder's Office more precisely described as follows: Commencing at the West Quarter Corner of Section Twenty-seven (27), Township Seventy-five (75) North, Range Twenty-eight (28) West of the 5th P.M., Madison County, Iowa, Thence North 90°00'00" East 1,076.31 feet along the South line of the Northwest Quarter (¼) of said Section Twenty-seven (27) which is also the centerline of a county road to the Point of Beginning; thence continuing North 90°00'00" East along the South line of said Northwest Quarter (¼) 825.00 feet; thence North 00°00'00" East 528.00 feet; thence North 90°00'00" West 825.00 feet; thence South 00°00'00" West 528.00 feet to the Point of Beginning, containing 10.000 acres including 0.625 acres of County Road right-of-way.

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 there-after 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 12 day of August, 2000.
Steven M. Pauly Patricia R. Pauly
STEVEN M. PAULY PATRICIA R. PAULY

GRANTOR(S)

STATE OF IOWA

COUNTY OF Madison } ss:

On this 12th day of August, 2000, before me, the undersigned, a Notary Public in and for the aforesaid County and State, personally appeared: Steven M. Pauly and Patricia R. Pauly, 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.

JoAnn M. Houston
NOTARY PUBLIC IN AND FOR SAID COUNTY AND SAID STATE

