

006304

FILED NO. _____

BOOK 144 PAGE 87

2000 OCT -5 PM 1:08

REC \$ 5⁰⁰
AUD \$ _____
R.M.F. \$ 1⁰⁰

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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 Southeast Quarter (1/4) of Section Twenty-nine (29), in Township Seventy-five (75) North, Range Twenty-eight (28) West of the 5th P.M., Madison County, Iowa, excepting therefrom the following described tract of land: Commencing at the South Quarter corner of said Section 29, thence North 388.95 feet, thence North 89°51'42" East 335.98 feet, thence South 388.95 feet to the South line of the Southwest Quarter (1/4) of the Southeast Quarter (1/4), thence along said South line South 89°51'42" West 335.98 feet to the Point of Beginning, containing 3 acres, more or less, including public road.

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 26 day of June, 2000.

x Lilbert Pettit
LILBERT PETTIT
a/k/a Lilbert E. Pettit,
Lilbert Loven Pettit

x Sandra V. Pettit
SANDRA V. PETTIT
a/k/a Sandra V.I. Pettit,
Sandra Vicki Inez Pettit

GRANTOR(S)

STATE OF IOWA)
COUNTY OF Madison) ss:



On this 26 day of June, 2000, before me, the undersigned, a Notary Public in and for the aforesaid County and State, personally appeared: Lilbert Pettit & Sandra V. Pettit Husband & 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.

Larry C. Antisdel
NOTARY PUBLIC IN AND FOR SAID COUNTY AND SAID STATE