

Lincoln 150

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

FILED NO. 006337
BOOK 144 PAGE 126
2000 OCT -5 PM 1:11

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

NICKI UTSLER
RECORDER
MADISON COUNTY, IOWA

LIMITED EASEMENT

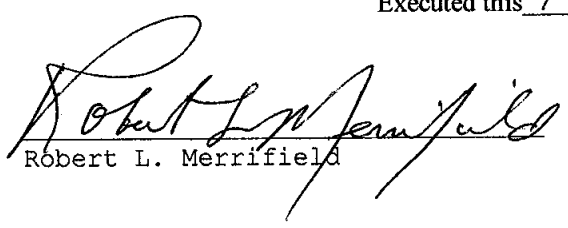
RE: A parcel of land located in the Northwest Quarter (¼) of the Northwest Quarter (¼) of Section Eleven (11) in Township Seventy-five (75) North, Range Twenty-eight (28) West of the 5th P.M., Madison County, Iowa, more particularly described as follows: Commencing at the Northwest Corner of said Section Eleven (11), thence along the west line of said Section 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.

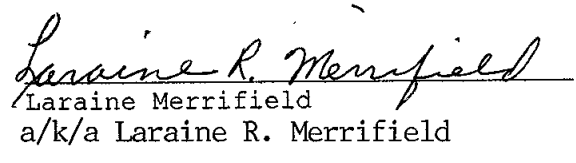
The Undersigned, as Owner (s) of record of the real estate described above, for One Dollar and other good and valuable consideration received, hereby grant(s), sell(s), transfers) and convey(s) to Southern Iowa Rural Water Association (the "Association"), its successors and assigns, an affirmative and 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 17 day of August 2000.

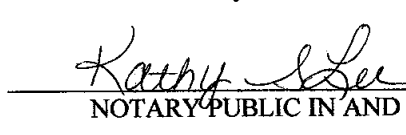

Robert L. Merrifield


Laraine Merrifield
a/k/a Laraine R. Merrifield

GRANTOR(S)

STATE OF IOWA)
)Ss:
COUNTY OF MADISON)

On this 17 day of August, 2000, before me, the undersigned, a Notary Public in and for the aforesaid County and State, personally appeared: Robert L. Merrifield and Laraine Merrifield, aka Laraine husband and wife, to me known to be the same and identical persons who executed the within and foregoing instrument, and R. Merrifield acknowledged that they executed the same as their voluntary act and deed.


NOTARY PUBLIC IN AND FOR SAID COUNTY AND SAID STATE

