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FILED NO. _____

BOOK 144 PAGE 155

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MICKI UTSLER
RECORDER
MADISON COUNTY, IOWADavid 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 "A", located in the Northeast Quarter (NE $\frac{1}{4}$) of the Northeast Quarter (NE $\frac{1}{4}$) of Section Thirty-two (32), Township 74 North, Range 29 West of the 5th P.M., Madison County, Iowa, more particularly described as follows: Commencing at the Northeast Corner of Section 32, Township 74 North, Range 29 West of the 5th P.M., Madison County, Iowa; thence South 90°00'00" West along the North line of the NE $\frac{1}{4}$ of said Section 32, 639.34 feet to the Point of Beginning; thence South 0°26'31" East, 361.59 feet, thence North 89°59'32" West, 361.50 feet to a point in an existing fence; thence North 0°26'31" West along an existing fence, 361.54 feet to a point on the North line of the NE $\frac{1}{4}$ of said Section 32; thence North 90°00'00" East along the North line of *

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 9 day of July, 2000

Renee A. Eads

RENEE ANN EADS, a/k/a Renee A. Eads

William A. Eads

WILLIAM ALBERT EADS, a/k/a William A. Eads

GRANTOR(S)

STATE OF IOWA)

COUNTY OF Madison) ss:

On this 9th day of July, 2000 before me, the undersigned, a Notary Public in and for the aforesaid County and State, personally appeared: Renee A. Eads & William A. Eads, aka Renee Ann Eads and William Albert Eads, wife and husband 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.

Georgena Breakenridge

NOTARY PUBLIC IN AND FOR SAID COUNTY AND SAID STATE



*the NE $\frac{1}{4}$ of said Section 32, 361.50 feet to the Point of Beginning. Said Parcel contains 3.000 Acres, including 0.341 acres of County Road right-of-way.