

Warrant

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2000 OCT -5 PM 1:18

REC \$ 5.00
AUD \$ 1.00
R.M.F. \$ 1.00

COMPUTER ☒
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 Northeast Quarter of the Southwest Quarter (NE $\frac{1}{4}$ SW $\frac{1}{4}$) except all that part thereof lying South of the public highway running across the same, and 4 acres, more or less, out of the Northeast corner of the Northwest Quarter of the Southwest Quarter described as: Commencing at the Northeast corner of the Northwest Quarter of the Southwest Quarter, thence West 11 rods, thence in a Southwesterly direction on a straight line to a point 22 rods West of the Southeast corner of the Northeast Quarter of the Northwest Quarter of the Southwest Quarter, thence East 22 rods to said Southeast corner, thence North on the East line of the Northwest Quarter of the Southwest Quarter to the place of beginning, all in Section Sixteen (16), all in Township Seventy-four (74) North Range Twenty-seven (27) West of the 5th P.M., Madison County, Iowa.

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 18 day of August, 2000.

Craig A. Ditsworth
CRAIG A. DITSWORTH

Vickie E. Ditsworth
VICKIE E. DITSWORTH

GRANTOR(S)

STATE OF IOWA)
COUNTY OF POCK) ss:

On this 18th day of AUGUST, 2000, before me, the undersigned a Notary Public in and for the aforesaid County and State, personally appeared: Craig A. Ditsworth and Vickie E. Ditsworth, husband & wife to me known to be the same and identified to me as the same who executed the within and foregoing instrument, and acknowledged that they executed the same as their voluntary act and deed.

Michael E. Riley
NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE

