

REC \$ 5⁰⁰
AUD \$ _____
R.M.F. \$ 1⁰⁰

COMPUTER ✓
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FILED NO. 006423
BOOK 144 PAGE 218
2000 OCT -5 PM 1:17

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

MICKI UTSLER
RECORDER
MADISON COUNTY, IOWA

LIMITED EASEMENT

RE: A parcel of land in the Southeast Quarter of the Southeast Quarter of Section 13, Township 74 North, Range 28 West of the 5th P.M., Madison County, Iowa, more particularly described as follows: Beginning at the Southeast corner of said Section 13; thence North 90°00'00" West 547.53 feet along the south line of said Section 13; thence North 00°16'42" East 440.23 feet; thence North 88°25'21" East 553.21 feet to the East line of said Section 13; thence South 00°57'27" West 455.51 feet to the point of beginning. Said parcel contains 5.66 acres including 0.76 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), 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 15th day of June 2000.

x Marsha L. Bradbury
MARSHA L. BRADBURY
f/k/a Marsha Barr

x Del Bradbury
DEL BRADBURY
GRANTOR(S)

STATE OF IOWA)
)Ss:
COUNTY OF Union)

On this 15th day of June, 2000, before me, the undersigned, a Notary Public in and for the aforesaid County and State, personally appeared: Marsha L. Bradbury and Del Bradbury, 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.

Jane M. Juelsgaard
NOTARY PUBLIC IN AND FOR SAID COUNTY AND SAID STATE

