

FILED NO. 007385

BOOK 144 PAGE 485

2000 DEC -6 AM 11:29

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RECORDERS

RECORDED
MADISON COUNTY, IOWA

REC \$ 10⁰⁰
AUD \$
R.M.F. \$ 1⁰⁰

COMPUTER ✓
RECORDED ✓
COMPARED

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:

See attached Exhibit "A"

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 19 day of September, 2000.

Bret A. Smith
BRET A. SMITH,

KAREN L. SMITH

GRANTOR(S)

STATE OF IOWA)

COUNTY OF Madison) ss:

On this 19th day of September, 2000, before me, the undersigned, a Notary Public in and for the aforesaid County and State, personally appeared: Bret A. Smith

+ Karen L. Smith, husband and 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.



George J. Bown
NOTARY PUBLIC IN AND FOR SAID COUNTY AND SAID STATE

Exhibit "A"

A tract of land in the Northwest Fractional Quarter of the Northeast Quarter of Section Two (2), Township Seventy-four (74) North, Range Twenty-eight (28) West of the 5th P.M., Madison County, Iowa, more particularly described as follows: Commencing at the North Quarter Corner of Section Two (2), Township Seventy-four (74) North, Range Twenty-eight (28) West of the 5th P.M., Madison County, Iowa; thence North 89°39'41" East 220.60 feet, along the North line of the Northeast Quarter of said Section Two (2), to the point of beginning. Thence continuing North 89°39'41" East 424.75 feet along said North line; thence South 05°20'49" East 762.78 feet; thence South 00°00'00" 673.31 feet to the South line of the Northwest Fractional Quarter of the Northeast Quarter of said Section Two (2); thence South 89°30'56" West 594.79 feet; thence North 00°48'07" West 71.25 feet; thence North 59°14'14" West 58.08 feet; thence North 03°22'38" West 629.25 feet; thence North 00°06'43" West 513.36 feet; thence North 44°15'55" East 269.24 feet to the point of beginning. Said tract of land contains 21.000 Acres including 0.977 Acres of County Road Right-of-way.
