Douglas 105
Webster 62

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

COMPUTER ✓
RECORDED ✓
COMPARED ____

FILED NO. 007395
BOOK 144 PAGE 500

2000 DEC -6 AM 11:30

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)

LIMITED EASEMENT

RE: The Northeast Quarter (NE¼) of the Northeast Quarter (NE¼) and the South Half (S½) of the Northeast Quarter (NE¼) of Section 27, in Township 76 North, Range 28 West of the 5th P.M., Madison County, Iowa, consisting of 120 acres, more or less. AND,
The West Half of the Northwest Quarter of Section 27, in Township 76 North, Range 28 West of the 5th P.M., Madison County, Iowa. AND, the S½ of the NW¼ and the Southwest Quarter of Section Twenty (20) in Township Seventy-five (75) North, Range Twenty-nine (29) West of the 5th P.M., Madison County, Iowa, EXCEPT that part of the Southwest Quarter of Section 20, Township 75 North, Range 29 West of the 5th P.M., Madison County, Iowa, described as *

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 9th day of May 2000.

X Jack M Thomas
JACK M. THOMAS

X Florence Thomas
FLORENCE THOMAS

GRANTOR(S)

****

STATE OF IOWA)
)Ss:
COUNTY OF Madison)

On this 9 day of May, 2000, before me, the undersigned, a Notary Public in and for the aforesaid County and State, personally appeared: Jack M. and Florence Thomas as 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.

NOTARIAL SEAL IOWA
CATHRYN A. LACINA
MY COMMISSION EXPIRES
1-19-2001

Cathryn A. Lacina
NOTARY PUBLIC IN AND FOR SAID COUNTY AND SAID STATE

*follows: Beginning at the northwest corner of the Southwest Quarter of said Section 20; thence on an assumed bearing of S89°20'42"E 406.54 feet; thence S00°13'22"E 1309.46 feet; thence N89°46'54"W 406.51 feet to the west line of the Southwest Quarter of said Section 20; thence N00°13'22"W along said west line 1312.56 feet to the northwest corner of the Southwest Quarter of said Section 20 and the point of beginning. Said tract contains 12.23 acres and is subject to a Madison County Highway Easement over the westerly 0.99 acres thereof.