

REC \$ 5⁰⁰
AUD \$
R.M.F. \$ 1⁰⁰

COMPUTER _____ ✓
RECORDED _____ ✓
COMPARED _____

000622
FILED NO. _____
BOOK2001 PAGE 622
2001 FEB 23 PM 2:58

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: The North Half of the Southeast Quarter (N1/2SE1/4) of Section Twenty-six (26), and the Northwest Quarter of the Southwest Quarter (NW1/4SW1/4) and the Southwest Quarter of the Northwest Quarter (SW1/4NW1/4) and the South 1 & 61/64 acres of the West Half of the Northwest Quarter of the Northwest Quarter (W1/2NW1/4NW1/4), and the East Half of the Northwest Quarter of the Northwest Quarter (E1/2NW1/4NW1/4), except the following described tract: Commencing 54 rods South of the Northwest corner of the last described 20 acre tract and running thence South 22 & 1/16 rods, thence East 23 1/2 rods, thence North 3 rods and 13 feet, thence in a Northwesterly direction to the point of beginning, of Section Twenty-five (25), all in Township Seventy-five (75) North, Range Twenty-nine (29) West of the 5th P.M., Madison County, Iowa.

AND, The East Half (1/2) of the Northwest Quarter (1/4) and the Northeast Quarter (1/4)*

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 19 day of Oct 2000.

Earl Lohr
a/k/a Earl F. Lohr

Wanda Lohr

GRANTOR(S)

[illegible]

On this 19 day of Oct, 2000, before me, the undersigned, a Notary Public in and for the aforesaid County and State, personally appeared: Earl Lohr and Wanda Lohr, 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.

Larry C. Pontiel
NOTARY PUBLIC IN AND FOR SAID COUNTY AND SAID STATE

*of the Southwest Quarter ($\frac{1}{4}$) of Section Twenty-five (25), Township Seventy-five (75) North, Range Twenty-nine (29) West of the 5th P.M., Madison County, Iowa.