

FILED NO. **000628**
BOOK **2001** PAGE **628**
2001 FEB 23 PM 2: 58
MICKI UTSLER
RECORDER
MADISON COUNTY, IOWA

REC \$ 5⁰⁰
AUD \$ 1⁰⁰
R.M.F. \$ 1⁰⁰
COMPUTER ✓
RECORDED ✓
COMPALED _____

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 West one-fourth (W¼) of the Northwest Quarter (NW¼) of Section Nine (9), and the East Half (E½) of the Northeast Quarter (NE¼) of Section Eight (8), and a tract of land commencing at the Southeast corner of the West Half (W½) of the Northeast Quarter of Section Eight (8) and running thence North 2640 feet to the Northeast Corner of said 80 acre tract, thence West 20 feet to the center of the highway as the same is now used and established, thence in a Southwesterly direction to a point 70 feet West of the place of beginning, thence East to the place of beginning, all in Township 75 North, Range 28 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 3 day of January, ²⁰⁰¹~~2000~~.

Doris Schirm
DORIS SCHIRM

Lloyd W. Schirm
LLOYD W. SCHIRM

GRANTOR(S)

STATE OF IOWA
COUNTY OF Madison } ss:

On this 3 day of January, ²⁰⁰¹~~2000~~, before me, the undersigned, a Notary Public in and for the aforesaid County and State, personally appeared Doris Schirm and Lloyd W. Schirm, 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.

Becky McDonald
NOTARY PUBLIC IN AND FOR SAID COUNTY AND SAID STATE

