

Lincoln 52 Feb.

FILED NO. **000631**

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2001 FEB 23 PM 2:58

REC \$ 5<sup>00</sup>  
AUD \$ 1<sup>00</sup>  
R.M.F. \$ 1<sup>00</sup>

COMPUTER ✓  
RECORDED ✓  
COMPARED         

MICKI UTSLER  
RECORDER  
MADISON COUNTY, IOWA

David L. Jungmann, P.C., 113 W. Iowa, P.O. Box 329, Greenfield, IA 50849 Phone #641-743-6195  
(FHA Approved)

L I M I T E D   E A S E M E N T

RE: A parcel of land described as commencing at the northeast corner of the Southeast Quarter (¼) of the Northwest Quarter (¼) of Section Twelve (12), Township Seventy-five (75) North, Range Twenty-eight (28) West of the 5<sup>th</sup> P.M., Madison County, Iowa; thence South 00°52'12" West 170.49 feet to the point of beginning. Thence continuing South 00°52'12" West 46.85 feet; thence South 68°07'33" West 136.00 feet; thence South 02°32'57" West 161.00 feet; thence North 89°48'03" East 175.54 feet; thence North 00°33'24" East 247.07 feet; thence North 76°18'54" West 45.14 feet to the point of beginning. Said parcel contains 0.80 Acres.

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 JANUARY, 2001.

Carl R. Crow

CARL RAYMOND CROW  
a/k/a Carl R. Crow

Kathy L. Crow

KATHY LOU CROW  
a/k/a Kathy L. Crow

GRANTOR(S)

\*\*\*\*\*

STATE OF IOWA

COUNTY OF

MADISON

} ss:

On this 19 day of JANUARY, 2001, before me, the undersigned, a Notary Public in and for the aforesaid County and State, personally appeared:

Carl Raymond Crow and Kathy Lou Crow, husband and wife, aka Carl R. Crow and Kathy L. Crow

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.

Karen K. Emerson  
NOTARY PUBLIC IN AND FOR SAID COUNTY AND SAID STATE

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