

Lincoln 58 Feb

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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 #515-743-6195  
(FHA Approved)

L I M I T E D E A S E M E N T

RE: That portion of Lot Two (2) of the Southeast Quarter ( $\frac{1}{4}$ ) of the Northeast Quarter ( $\frac{1}{4}$ ) of Section Fifteen (15), in Township Seventy-five (75) North, Range Twenty-eight (28) West of the 5th P.M., Madison County, Iowa, lying West and North of the centerline of the County Road as it now exists described as beginning at the Northwest Corner of said Southeast Quarter ( $\frac{1}{4}$ ) of the Northeast Quarter ( $\frac{1}{4}$ ), thence North  $89^{\circ}25'$  East, 1015.3 feet, thence South  $23^{\circ}13'$  West along centerline of County Road 1269.0 feet, thence South  $42^{\circ}09'$  West along the centerline of County Road 217.5 feet, thence South  $89^{\circ}54'$  West 369.1 feet, thence North 1317.8 feet to the point of beginning, containing 22.0034 acres including 1.4406 acres of county road right-of-way.

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 3rd day of Feb., 2000. 2001

Randall B. Beck

RANDALL B. BECK

Patricia A. Toscano

PATRICIA A. TOSCANO

a/k/a Patricia Toscano

GRANTOR(S)

\*\*\*\*\*  
STATE OF IOWA )

) ss:

COUNTY OF Madison

On this 3 day of Feb., 2000, before me, the undersigned, a Notary Public in and for the aforesaid County and State, personally appeared: Randall B. Beck  
aka Patricia A. Toscano

and Patricia A. Toscano, single persons

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.



Marla J. Reed  
NOTARY PUBLIC IN AND FOR SAID COUNTY AND SAID STATE