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Lincoln 31 Jan

REC \$ 5⁰⁰
AUD \$ 1⁰⁰
R.M.F. \$ 1⁰⁰

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RECORDED ☒
COMPARED ☒

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FILED NO. _____
BOOK 2002 PAGE 678
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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)

LIMITED EASEMENT

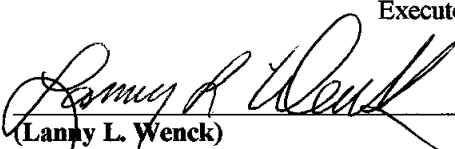
RE: That part of the East Half (1/2) of the Southwest Quarter (1/4) of Section Eleven (11), Township Seventy-five (75) North, Range Twenty-eight (28) West of the 5th P.M, Madison County, Iowa, described as follows: Commencing at the southwest corner of the Southeast Quarter (1/4) of the Southwest Quarter (1/4) of said Section Eleven (11); thence on an assumed bearing of North 01°09'58" East along the west line of the East one-half (1/2) of the Southwest Quarter (1/4) of said Section Eleven (11) a distance of 300.00 feet to the point of beginning; thence South 89°05'57" East 290.40 feet; thence South 01° 09'58" West 223.64 feet to the centerline of a Madison County Highway; thence Northeasterly 20.40 feet along said centerline and a tangential curve, concave to the northwest, and having a radius of 602.52 feet, a central angle of 01° 56'24" and a chord 20.40 feet in length bearing North 58°46'30" East; thence North 57° 48'19" East along said centerline 327.97 feet to the southwesterly corner of Parcel "A" recorded in Farm Plat Book 3, Pages 288 and 289, Madison County, Iowa, Recorder's Office; thence North 00°17'09" East along the west line of said Parcel "A" a distance of 834.48 feet to the northwest corner of said Parcel "A "; thence North 90°00'00" West 400.25 feet; thence South 02°05'54" West 414.50 feet; thence South 84°39'55" West 162.86 feet to the west line of said East one-half (1/2) of the Southwest Quarter (1/4) of said Section Eleven (11); thence South 01°09'58" West along said west line 362.34 feet to the point of beginning.

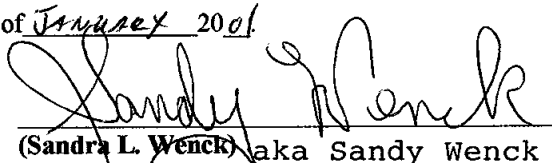
The Undersigned, as Owner (s) of record of the real estate described above, for One Dollar and other good and valuable consideration received, hereby grant(s), sell(s), transfers) and convey(s) to Southern Iowa Rural Water Association (the "Association") , its successors and assigns, an affirmative and 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 14th day of JANUARY 2001


(Lanny L. Wenck)


(Sandra L. Wenck) aka Sandy Wenck

GRANTOR(S)

STATE OF IOWA)
)Ss:
COUNTY OF Madison)

On this 14th day of JANUARY, 2001, before me, the undersigned, a Notary Public in and for the aforesaid County and State, personally appeared: Lanny L. Wenck & Sandra L. Wenck, Husband & 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.


NOTARY PUBLIC IN AND FOR SAID COUNTY AND SAID STATE

