

Douglas 16 Jan

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FILED NO. _____
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REC \$ 5⁰⁰
AUD \$ _____
R.M.F. \$ 1⁰⁰

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)

LIMITED EASEMENT

RE: A parcel of land located in the Southwest Quarter of Section 15, Township 7⁴ North, Range 28 West of the 5th Principal Meridian, Madison County, Iowa, more particularly described as follows: Commencing at the Southeast Corner of the NE. 1/4 of the SW. 1/4 of Section 15, T76N R28W of the 5th P.M., Madison County, Iowa; thence, along the South line of said NE. 1/4 of the SW 1/4, South 89°27'35" West 1050.45 feet to the centerline of county road and the Point of Beginning; thence, along said centerline, south 18°52'26" East 329.90 feet; thence South 21°38'03" East 87.81 feet; thence South 23°23'32" East 96.68 feet; thence South 27°40'49" East 105.24 feet; thence, departing said centerline, South 73°15'17" West 622.57 feet; thence South 00°40'36" East 196.68 feet; thence South 55°15'00" West 356.40 feet; thence South 00°40'36" East 141.59 feet to the South line of said Section 15; thence, along said South line, North 90°00'00" West 262.28 feet; thence North 00°40'36" West 1099.05 feet; thence North 90°00'00" West 23.00 feet; thence North 00°40'36" West 880.98 feet; thence North 89°11'23" East 728.96 feet; thence North 00°40'36" West 231.07 feet; thence North 89°27'35" East 363.52 feet; to the centerline of a county road; thence, along said centerline, South 19°16'39" West 391.88 feet; thence South 15°01'42" West 108.67 feet; thence South 00°33'31" West 154.12 feet; thence South 11°48'54" East 182.13 feet; thence South 18°52'26" East 116.16 feet to the Point of Beginning. Said parcel of land contains 40.00 acres, including 1.194 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), 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 23 day of Oct 2001

Sandra Thompson
(Sandra Thompson)

GRANTOR(S)

STATE OF IOWA)

)Ss:

COUNTY OF Madison)



On this 23 day of Oct, 2001, before me, the undersigned, a Notary Public in and for the aforesaid County and State, personally appeared: Sandra Thompson, a single person

_____, to me known to be the same and identical persons who executed the within and foregoing instrument, and acknowledged that she executed the same as her voluntary act and deed.

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