

Monroe 74 Feb.

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FILED NO. _____

BOOK 2002 PAGE 685

2002 FEB -8 PM 12:49

REC \$ 5⁰⁰
AUD \$ _____
R.M.F. \$ 1⁰⁰

COMPUTER ✓
RECORDED ✓
COMPALED ✓

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: Commencing at a point 568 feet North of the Southeast Corner of Section Twenty-six (26), Township Seventy-four (74) North, Range Twenty-eight (28) West of the 5th P.M., Madison County, Iowa, thence West 144 feet, thence North 720 feet, thence East 144 feet, thence South along the East line of said Section Twenty-six (26) to the point of beginning, AND the West Half (W¹/₂) of the Southwest Quarter (SW¹/₄) of Section Twenty-five (25) in Township Seventy-four (74) North, Range Twenty-eight (28) West of the 5th P.M., Madison County, Iowa, except former school lot commencing 495 feet West of the Southeast Corner of said 80-acre tract and running thence North 153.78 feet, thence West 153.78 feet, thence South to the South line of said 80-acre tract, thence East 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), 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 16th day of November, 2000.

UNION STATE BANK BY:

Steven D. Warrington, Sr. VP
STEVEN D. WARRINGTON, SR. VP

GRANTOR(S)

STATE OF Iowa }
COUNTY OF Madison } ss:

On this 16th day of November, 2000, before me, the undersigned, a Notary Public in and for the aforesaid County and State, personally appeared:

Steven D. Warrington, Sr. Vice President

and acknowledged that they are the Sr. Vice President and _____ of the Union State Bank, that they have been duly authorized to execute and deliver this easement as the voluntary act and deed of the State of Iowa.

Jane M. Juelsgaard
NOTARY PUBLIC IN AND FOR SAID COUNTY AND SAID STATE

