

Douglas 32

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2002 MAY 31 AM 11:15
MICKI UTSLER
RECORDER
MADISON COUNTY, IOWA

REC \$ 5⁰⁰
AUD \$ 1⁰⁰
R.M.F. \$ 1⁰⁰
COMPUTER ✓
RECORDED ✓
COMPARED ✓

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

LIMITED EASEMENT

RE: Parcel "A", located in the Southeast Quarter of the Northeast Quarter of Section 29, Township 76 North, Range 28 West of the 5th P.M., Madison County, Iowa, more particularly described as follows: Beginning at the Northeast corner of the Southeast Quarter of the Northeast Quarter of Section 29, Township 76 North, Range 28 West of the 5th P.M., Madison County, Iowa; thence South 0°23'38" East, 470.74 feet along the East line of the Northeast Quarter of said section 29; thence South 89°26'54" West, 414.70 feet along an existing fence line; thence North 0°23'38" West, 473.96 feet to a point on the North line of the Southeast Quarter of the Northeast Quarter of said Section 29; thence North 89°53'34" East, 414.71 feet along the North line of the Southeast Quarter of the Northeast Quarter of said Section 29 to the point of Beginning. Said parcel contains 4.497 acres, including 0.393 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.

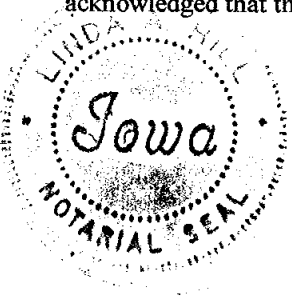
Executed this 28 day of June 2001.

Mark W. Sawyer
MARK W. SAWYERS
Chris K. Sawyer
CHRIS K. SAWYERS

GRANTOR(S)

STATE OF IOWA)
COUNTY OF Dallas)Ss:

On this 28th day of June, 2001, before me, the undersigned, a Notary Public in and for the aforesaid County and State, personally appeared: Mark W. Sawyer and Chris K. Sawyer to me known to be the same and identical persons who executed the within and foregoing instrument, and Husband & wife acknowledged that they executed the same as their voluntary act and deed.



Linda G. Hill
NOTARY PUBLIC IN AND FOR SAID COUNTY AND SAID STATE