

Douglas 113

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MICKI UTSLER
RECORDER
MADISON COUNTY, IOWA

REC \$ 5⁰⁰
AUD \$
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)

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

RE: A tract of land commencing at the northeast corner of the West Half (W $\frac{1}{2}$) of the Southeast Quarter (SE $\frac{1}{4}$) of the Southwest Quarter (SW $\frac{1}{4}$) of Section Twenty-four (24) and running thence West 50 rods, thence South 47 rods, thence East 22 rods, thence South 29 rods, thence East 28 rods, thence North 76 rods to the point of beginning in Township Seventy-six (76) North, Range Twenty-eight (28) West of the 5th P.M., Madison County, Iowa; EXCEPT Commencing at the Southeast Corner of the W $\frac{1}{2}$ of the SE $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 24, R76N, R28W of the 5th P.M., Madison County, Iowa; thence along the East line of said W $\frac{1}{2}$ of the SE $\frac{1}{4}$ of the SW $\frac{1}{4}$, North 00°09'17" East, 65.97 feet; thence North 90°00'00" West, 40.00 feet to the point of beginning. Thence continuing North 90°00'00" West, 422.00 feet; thence North 00°09'17" East, 20.55 feet; thence South 87°12'41" East, 422.44 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), 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 17 day of July, 2001.

Richard J. Corkrean
RICHARD J. CORKREAN

Jana S. Corkrean
JANA S. CORKREAN

GRANTOR(S)

STATE OF IOWA

COUNTY OF Madison

ss:

On this 17 day of July, 2001, before me, the undersigned, a Notary Public in and for the aforesaid County and State, personally appeared: Richard J. Corkrean and Jana S. Corkrean, husband and 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.



Jana S. Emerson
NOTARY PUBLIC IN AND FOR SAID COUNTY AND SAID STATE