Lincoln 152

FILED NO. 002602

REC $ 5.00
AUD $
R.M.F. $ 1.00

COMPUTER ✓
RECORDED ✓
COMPARED ✓

BOOK 2002 PAGE 2602

2002 MAY 31 AM 11:17

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)

LIMITED EASEMENT

RE:

The Southeast Quarter (1/4) of the Northwest Quarter (1/4) and the North Quarter (1/4) of the Northeast Quarter (1/4) of the Southwest Quarter (1/4) and the North 10 acres of the Northwest Quarter (1/4) of the Southeast Quarter (1/4) and a part of the Southwest Quarter (1/4) of the Northeast Quarter (1/4) described as follows: Commencing at the Southwest corner of said 40 acre tract, running thence East 15 1/2 chains, thence North 29° West, 6.85 chains, thence North 371/2° East 8 chains, thence West to the West line of said 40 acre tract, thence South to the place of beginning; excepting from the above described land all that part thereof included in the following described tract: Commencing at a point 325.1 feet South of the Southeast corner of the Southwest Quarter (1/4) of the Northeast Quarter (1/4) and running thence North 976.1 feet, thence West 357 feet, thence South 976.1 feet, thence East 357 feet to the point of beginning, all of said land being in Section Sixteen (16), Township Seventy-five (75) North, Range Twenty-eight (28) West of the 5th P.M., Madison County, Iowa.

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 1 day of Aug 2001.

Thomas E. McCann

Thomas E. McCann

GRANTOR(S)

****

STATE OF IOWA)
)Ss:
COUNTY OF UNION)

On this 1 day of Aug, 2001, before me, the undersigned, a Notary Public in and for the aforesaid County and State, personally appeared: Thomas E. McCann, a single person, 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.

Rhonda L. Beggs

NOTARY PUBLIC IN AND FOR SAID COUNTY AND SAID STATE

RHONDA L. BEGGS
MY COMMISSION EXPIRES
1-28-02