

MICHELLE UTSLER, COUNTY RECORDER
MADISON IOWA

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COMPILED ☐

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

LIMITED EASEMENT

RE: That part of the Southwest Quarter (SW ¼) of Section Twenty-three (23), Township Seventy-six (76) North, Range Twenty-eight (28) West of the 5th P.M., Madison County, Iowa, described as follows: Commencing at the Northwest corner of the Northeast Quarter (NE ¼) of the Southwest Quarter (SW ¼) of said Section Twenty-three (23); thence on an assumed bearing of North 90°00'00" West along the north line of the Northwest Quarter (NW ¼) of said Southwest Quarter (SW ¼) 15.62 feet to the point of beginning; thence continuing North 90°00'00" West along said north line 107.54 feet; thence South 15°35'15" East 447.11 feet to the east line of said Northwest Quarter (NW ¼) of the Southwest Quarter (SW ¼); thence South 00°24'06" West along said east line 560.83 feet; thence North 90°00'00" East 271.35 feet; thence North 15°46'15" West 1030.27 feet to the north line of said Northwest Quarter (NW ¼) of the Southwest Quarter (SW ¼) and 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 initial construction and thereafter to use operate, tap & install service lines, inspect, repair, maintain, replace, remove and improve water pipelines 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, 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 28th day of Sept. 2005.

Gail L. Jurgensen
(Gail L. Jurgensen)

Penny M. Jurgensen
(Penny M. Jurgensen)

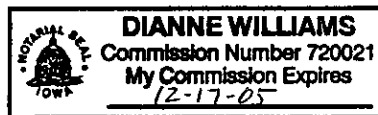
GRANTORS

(STATE OF IOWA)

Ss:

(COUNTY OF MADISON)

On this 28th day of September, 2005, before me, the undersigned, a Notary Public in and for the aforesaid County and State, personally appeared: Gail L. Jurgensen & Penny M. Jurgensen, Husband & 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.



NOTARY PUBLIC IN AND FOR SAID COUNTY AND SAID STATE

Dianne Williams
Madison County Iowa