



Document 2009 2261

Book 2009 Page 2261 Type 06 001 Pages 3

Date 7/15/2009 Time 2:12 PM

Rec Amt \$19.00

INDX

ANNO

SCAN

CHEK

LISA SMITH, COUNTY RECORDER
MADISON COUNTY IOWA

✓MCA

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

LIMITED EASEMENT

RE:

Attached Exhibit "A"

The Undersigned, as Owner (s) of record of the real estate described above, for One Dollar, paid by SIRWA, 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 Archeological studies-where required, the stringing of pipe, 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.

3. Since such water pipeline and any necessary appurtenances thereto are already 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. A request for an additional hookup/meter will require the signing of an additional Limited Easement.

It is agreed that, during the period of initial construction, no crop damage was paid by the Association. If future repair work on the water line is needed, crop damages will be paid on the area actually disturbed. 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 10 day of July, 2009.

(Gregory A. McDonald)

(Debra K. McDonald)

GRANTORS

(STATE OF IOWA)(COUNTY OF Polk) Ss:

On this 10th day of July, 2009, before me, the undersigned, a Notary Public in and for the aforesaid County and State, personally appeared **Gregory A. McDonald & Debra K. McDonald, 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.

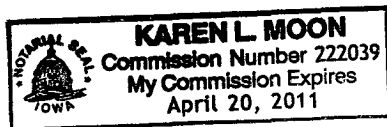
Stamp or**Seal:**
NOTARY PUBLIC IN AND FOR SAID COUNTY AND SAID STATE

EXHIBIT "A" FOR GREGORY A. AND DEBRA K. MC DONALD

Parcel "C", a part of the Northeast Quarter of the Southeast Quarter (NE $\frac{1}{4}$ SE $\frac{1}{4}$) of Section Five (5) and part of the Northwest Quarter of the Southwest Quarter (NW $\frac{1}{4}$ SW $\frac{1}{4}$) of Section Four (4), Township Seventy-five (75) North, Range Twenty-nine (29) West of the 5th P.M., Madison County, Iowa, described as follows: Commencing at an iron pin at the Northeast corner of the SW $\frac{1}{4}$ of said Section 4; thence N89°36'05"W, a distance of 1869.43' to the present centerline of Highway 92; thence S30°00'51"W, along said centerline a distance of 526.01' to the Point of Beginning; thence S30°07'17"W along said centerline a distance of 720.99'; thence S32°12'38"W, along said centerline, a distance of 83.36'; thence with a curve turning to the right with an arc length of 216.23', with a radius of 2292.00', with a chord bearing of S35°50'30"W, with a chord length of 216.15'; thence S89°30'47"W, a distance of 345.21'; thence N00°29'13"W, a distance of 872.35'; thence North 90°00'00"E a distance of 885.43' to the Point of Beginning. Containing 12.53 acres of land including 2.59 acres of county road right of way.



NOTICE AND WAIVER OF RIGHTS
Under the Uniform Relocation and
Real Property Acquisition Policies Act

RE:

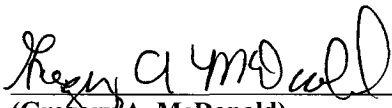
Parcel "C", a part of the Northeast Quarter of the Southeast Quarter (NE $\frac{1}{4}$ SE $\frac{1}{4}$) of Section Five (5) and part of the Northwest Quarter of the Southwest Quarter (NW $\frac{1}{4}$ SW $\frac{1}{4}$) of Section Four (4), Township Seventy-five (75) North, Range Twenty-nine (29) West of the 5th P.M., Madison County, Iowa, described as follows: Commencing at an iron pin at the Northeast corner of the SW $\frac{1}{4}$ of said Section 4; thence N89°36'05"W, a distance of 1869.43' to the present centerline of Highway 92; thence S30°00'51"W, along said centerline a distance of 526.01' to the Point of Beginning; thence S30°07'17"W along said centerline a distance of 720.99'; thence S32°12'38"W, along said centerline, a distance of 83.36'; thence with a curve turning to the right with an arc length of 216.23', with a radius of 2292.00', with a chord bearing of S35°50'30"W, with a chord length of 216.15'; thence S89°30'47"W, a distance of 345.21'; thence N00°29'13"W, a distance of 872.35'; thence North 90°00'00"E a distance of 885.43' to the Point of Beginning. Containing 12.53 acres of land including 2.59 acres of county road right of way.

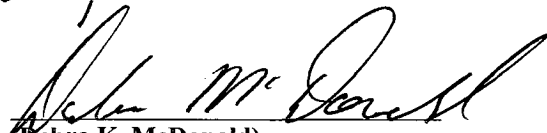


NOTICE: Pursuant to the Uniform Relocation and Real Property Acquisition Policies Act of 1970, as amended, you are hereby notified that: (1) You may have a right to an appraisal of the value of the limited easement requested by SIRWA; (2) SIRWA has determined that the value of the limited easement is one dollar, which is hereby offered to you; (3) SIRWA has determined that there will be no damage to the property retained by you by this grant of limited easement; and, (4) If said limited easement is not granted, SIRWA will not exercise its rights of eminent domain to acquire said easement.

WAIVER: The undersigned owners of the above described property state that we have read and understand the foregoing Notice and hereby waive any right to an appraisal that we may have under the Uniform Relocation and Real Property Acquisition Policies Act of 1970, as amended. We further state that the grant of limited easement was voluntary.

Signed this 10th day of July, 2009.


(Gregory A. McDonald)


(Debra K. McDonald)

GRANTORS