

Douglas 7
006241

FILED NO. _____
BOOK 144 PAGE 13
2000 OCT -5 PM 1:04

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

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)

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

RE: All that part of the Southwest Quarter of the Southwest Quarter (SW¹/₄SW¹/₄) of Section fourteen (14) in Township 76 North, Range 28 West of the 5th P.M., Madison County, Iowa which lies east of th right of way granted to the Chicago Rock Island and Pacific Railroad Company, except about Six and one-half (6½) Acres in the Northeast corner thereof lying North and East of the public highway; and except a tract of land in the Southeast corner thereof described as: Commencing at the Southeast corner of the Southwest Quarter of the Southwest Quarter (SW¹/₄SW¹/₄) thence West along the section line 323 feet thence North 110 feet thence easterly 250 feet thence North 380 feet thence East 73 feet thence South 490 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 8th day of Aug, 2000.

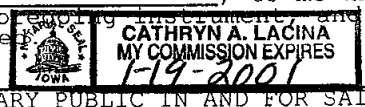
George Arthur LaMair II
GEORGE ARTHUR LA MAIR II

Jane M. LaMair
JANE M. LA MAIR

GRANTOR(S)

STATE OF IOWA }
COUNTY OF Madison } ss:

On this 8th day of Aug, 2000, before me, the undersigned, a Notary Public in and for the aforesaid County and State, personally appeared: George Arthur LaMair and Jane M. LaMair, 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.


CATHRYN A. LACINA
MY COMMISSION EXPIRES
1-19-2001

Cathryn A. Lacina
NOTARY PUBLIC IN AND FOR SAID COUNTY AND SAID STATE