

Douglas 34

FILED NO. 006247

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MICKI UTSLER
RECORDER
MADISON COUNTY, IOWA

REC \$ 5⁰⁰
AUD \$
R.M.F. \$

COMPUTER
RECORDED
COMPARED

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: Parcel "A" in the Southeast Quarter of the Northwest Quarter (SE $\frac{1}{4}$ NW $\frac{1}{4}$), and the Southwest Quarter of the Northeast Quarter (SW $\frac{1}{4}$ NE $\frac{1}{4}$) of Section Twenty-five (25), Township 76 North, Range 28 West of the 5th P.M., Madison County, Iowa, more particularly described as follows: Beginning at the Northeast Corner of the Southeast Quarter (SE $\frac{1}{4}$) of the Northwest Quarter (NW $\frac{1}{4}$) of Section 25, R76N, R28W of the 5th P.M., Madison County, Iowa; thence along the North line of said Southeast Quarter (SE $\frac{1}{4}$) of the Northwest Quarter (NW $\frac{1}{4}$), North 89°00'00" West, 262.83 feet to the centerline of a County Road; thence along said centerline, South 28°05'00" East, 399.01 feet; thence Southeasterly 312.04 feet along a 636.62 foot radius curve, concave Southwesterly, having a central angle of 28°05' and a long chord bearing South 14°02'30" East, 308.92 feet; thence South 00°00'00", 203.17 feet; thence South 90°00'00" East, 95.65 feet; thence North 16°14'05" East 308.07 feet; thence North 08°31'43" East, 165.64 feet; thence North 90°00'00" West 206.34 feet; thence North 00°00'00" West, 390.70 feet to the point of beginning. Said Parcel "A" contains 3.191 acres, including 0.691 Acres of County Road Right of Way.

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 August, 2000.

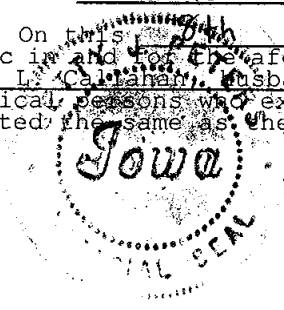
Michael B. Callahan
MICHAEL B. CALLAHAN

Nancy L. Callahan
NANCY L. CALLAHAN

GRANTOR(S)

STATE OF IOWA }
COUNTY OF MADISON } ss:

On this 8th day of August, 2000, before me, the undersigned, a Notary Public in and for the aforesaid County and State, personally appeared: Michael B. Callahan and Nancy L. Callahan, 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.



Betty J. Peters
NOTARY PUBLIC IN AND FOR SAID COUNTY AND SAID STATE
Commission Expires 10-25-02