

Douglas 57

006248

REC \$ 5⁰⁰
AUD \$
R.M.F. \$ 1⁰⁰

COMPUTER
RECORDED
COMPARED

FILED NO. _____
BOOK 144 PAGE 23
2000 OCT -5 PM 1:05

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: A parcel of land located in the NE 1/4 of the NE 1/4 of Sec. 31, Township 76 N, Range 28 W of the 5th P.M., Madison Co., IA described as follows: Beginning at the N.E. corner of Sec 31, TOWN 76 N, Range 28 W of 4th 5th P.M. Madison Co., IA, thence along the E. line of the N.E. 1/4 of said Sec 31, South 00° 17' 10" E. 610.66 ft, thence S 90° 00' 00" W 249.25 ft, thence N 00° 20' 00" W 438.31 ft, thence S 90° 00' 00" W 36.98 ft, thence N 00° 00' 00" W 172.34 ft to the N line of said NE 1/4, thence, along N. line N 90° 00' 00" E 283.18 ft to point of beginning, said parcel of land contains 3.619 acres, including 0.546 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), 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 30 day of June 2000.

X Randall Zeutenhorst
RANDALL ZEUTENHORST

X Karen Zeutenhorst
KAREN ZEUTENHORST
a/k/a Karen D. Zeutenhorst

GRANTOR(S)

STATE OF IOWA)
) Ss:
COUNTY OF)

On this 30 day of June 2000, before me, the undersigned, a Notary Public in and for the aforesaid County and State, personally appeared: Randall & Karen Zeutenhorst, aka Karen D. Zeutenhorst, 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.

Tracy Faust - Madison County, Iowa
NOTARY PUBLIC IN AND FOR SAID COUNTY AND SAID STATE

