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BOOK 144 PAGE 41
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MICK UTSLER
RECORDER
MADCOH 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 in the South Half of the Southwest Quarter of Section 24, Township 76 North, Range 28 West of the 5th P.M., Madison County, Iowa, more particularly described as follows: Commencing at the Southeast Corner of the West $\frac{1}{2}$ of the $\mathrm{SE}^{\frac{1}{4}}$ of the $\mathrm{SWW}^{\frac{1}{4}}$ of Section 24, T76N, R28W of the 5 th P.M., Madison County, Iowa; thence along the East line of said $W \frac{1}{2}$ of the $\mathrm{SE}_{\frac{1}{4}}$ of the $\mathrm{SW}^{\frac{1}{4}}$, North $00^{\circ} 09^{\prime} 17^{\prime \prime}$ East, 65.97 feet; thence North $90^{\circ} 00^{\prime} 00^{\prime \prime}$ West, 40.00 feet; thence North $87^{\circ} 12^{\prime} 41^{\prime \prime}$ West 422.44 feet to the point of beginning. Thence North $00^{\circ} 09^{\prime} 17^{\prime \prime}$ East, 457.70 feet; thence North $90^{\circ} 00^{\prime} 00^{\prime \prime}$ West, 363.00 feet; thence South $88^{\circ} 37^{\prime} 13^{\prime \prime}$ East, 357.15 feet; thence South $00^{\circ} 36^{\prime} 08^{\prime \prime}$ East, 449.12 feet to the point of beginning. Said parcel of land contains 0.067 Acres. The Undersigned, as Owner (s) of record of the real estate described above, for One Dollar and other good and valuable consideration received, hereby grants), sells), transfers) and conveys) 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 Owners), 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 Owners), if any damage there be, will be kept to a minimum.


NOTARY PUBLIC IN AND FOR SAID COUNTY AND SAID STATE
Expires -7-2-2002

