

REC \$ 5.00
AUD \$ 1.00
R.M.F. \$ 1.00

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BOOK 144 PAGE 69
2000 OCT -5 PM 1:07

MICKI UTSLER
RECORDER
MADISON COUNTY, IOWA

David L. Junemann, 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: Commencing at the North Quarter corner of Section Eleven (11), Township 75 North, Range 28 West of the 5th P.M., and being the point of beginning, thence S 89°10' W 284.00 feet along the Section line, thence S 17°35' W 672.71 feet, thence N 80°04' E 406.51 feet, thence N 21°10' E 240.3 feet along the westerly highway right of way line, thence N 00°00' 351.20 feet along the Quarter Section line, to the point of beginning. Said parcel contains 5.0047 acres exclusive of any highway right of way; and also a perpetual easement for a well and water line over a strip of land 20 feet wide and being 10 feet wide on both sides of the following described centerline: Commencing at a point on the Section line which is 190.00 feet west of the South Quarter corner of Section Two (2), Township Seventy-five (75) North, Range Twenty-eight (28) West of the 5th P.M., thence N 00°00' 145.00 feet, Madison County, Iowa.

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 17 day of May, 2000.

Kenneth E. Randel
KENNETH E. RANDEL

Vivian J. Randel
VIVIAN J. RANDEL
Vivian J. Randel

GRANTOR(S)

STATE OF IOWA }
COUNTY OF Madison } ss:

On this 17th day of May, 2000, before me, the undersigned, a Notary Public in and for the aforesaid County and State, personally appeared Kenneth E. Randel and Vivian J. Randel, 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.

Michelle L. Cleghorn
NOTARY PUBLIC IN AND FOR SAID COUNTY AND SAID STATE

